

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

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REBECCA OGLEVEE, on behalf of herself )  
and all others similarly situated, )  
) )  
Plaintiff, )  
) )  
v. )  
) )  
GENERALI US BRANCH, and GENERALI )  
GLOBAL ASSISTANCE, INC. d/b/a/ CSA )  
TRAVEL PROTECTION, )  
) )  
Defendants. )

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Case No. 2:20-cv-1277

**CLASS ACTION COMPLAINT**

Plaintiff, Rebecca Oglevee (“Plaintiff”), brings this Class Action Complaint individually, and on behalf of all others similarly situated, against Defendants, Generali US Branch (“Generali”) and Generali Global Assistance, Inc., d/b/a/ CSA Travel Protection (“CSA” or collectively with Generali, “Defendants”), and alleges as follows based upon information and belief, except as to the allegations specifically pertaining to her, which are based on personal knowledge.

**NATURE OF THE ACTION**

1. This is a class action lawsuit on behalf of all persons who paid for and/or obtained a travel protection insurance policy from Defendants, and who had their claim for travel reimbursements due to Covid-19 related cancellations, delays, or interruptions denied.

2. On or about July 2, 2019, Plaintiff booked travel to Key West, Florida, including a seven (7) night stay at a rental home scheduled to begin on March 17, 2020, and end on March 24, 2020 (the “Trip”). At or around that same time, Plaintiff applied for and was issued a travel

protection insurance policy, pursuant to which Defendants agreed to, among other things, reimburse Plaintiff for costs associated with the cancellation or delay of the Trip.

3. Covid-19 and governmental orders and guidance issued in connection therewith forced Plaintiff to cancel her Trip.

4. As a result of that cancellation, Plaintiff incurred certain costs including all payments made for the Trip for which she made a claim under the policy.

5. In defiance of the plain terms and conditions of the policy, Defendants have failed and refused to honor their contractual obligations to reimburse Plaintiff for the costs incurred due to the cancellation of Plaintiff's Trip.

6. Upon information and belief, Defendants have – on a uniform basis – failed and refused to reimburse their insureds under the policies for forfeited, prepaid, non-refundable, non-refunded, and unused payments incurred as a result of the cancellation and/or delay of trips due to Covid-19 and/or associated governmental orders.

7. The Plaintiff and members of the Class are entitled to reimbursements as contracted for under the policies.

### **PARTIES**

8. Plaintiff, Rebecca Oglevee, is an adult individual and citizen of the Commonwealth of Pennsylvania, residing in Allegheny County.

9. Defendant Generali is an insurance company with its principal place of business at 250 Greenwich Street, 33<sup>rd</sup> Floor, New York, New York 10007, and is a citizen of the State of New York. Generali is admitted or licensed to do business in all fifty (50) states and the District of Columbia.

10. Defendant CSA provides insurance services and handles claims made under

Generali's policies. CSA maintains its principal place of business at 4330 East-West Highway, Suite 1000, Bethesda, Maryland 20814, and is a citizen of the State of Maryland.

### **JURISDICTION AND VENUE**

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), as modified by the Class Action Fairness Act of 2005, because Plaintiff and at least one member of the Class, as defined below, is a citizen of a different state than Defendants, there are more than 100 members of the Class, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of interests and costs.

12. This Court has personal jurisdiction over Defendants because at all relevant times they have engaged in substantial business activities, including the sale of policies, in Pennsylvania. Defendants have, at all relevant times, transacted, solicited, and conducted business in Pennsylvania through its employees, agents, and/or sales representatives, and derived substantial revenue from such business in Pennsylvania.

13. Pursuant to 28 U.S.C. § 1391(a)(2), venue is proper in this District because Plaintiff's policy was purchased in this District, and a substantial part of the events or omissions giving rise to the claims alleged herein occurred in this Judicial District.

### **FACTUAL BACKGROUND**

#### **The Travel Insurance Policy**

14. On or about July 2, 2019, Plaintiff made travel accommodations including the purchase of a seven (7) night stay at a rental home in Key West, Florida, which was scheduled to begin on March 17, 2020, and end on March 24, 2020. The rental home for the Trip was prepaid at a cost of \$3,000.00.

15. At or about that same time, Plaintiff applied for and obtained a travel protection insurance policy, policy number 19183W6934 administered by CSA, and underwritten by Generali, to insure her Trip. The Description of Coverage/Policy (the “Policy”) is attached hereto as **Exhibit A**.

16. The Policy sets forth coverage for Trip Cancellation and provides, in relevant part, as follows:

Benefits will be paid, up to the amount in the Schedule, for the forfeited, prepaid, non-refundable, non-refunded, and unused published Payments that you paid for your Trip, if you are prevented from taking your Trip due to one of the following unforeseeable Covered Events that occur before departure on your Trip to you or your Traveling Companion, while your coverage is in effect under this Policy.

17. The Policy provides a list of Covered Events, one of which is for being “Quarantined.”

18. The Policy defines the word “Quarantine” as the “enforced isolation of you or your Traveling Companion, for the purpose of preventing the spread of illness, disease or pests.”

19. The Policy does not define “enforced isolation.” Without a provided definition, “enforced isolation” may reasonably be interpreted as self-enforced or enforced by a third party.

20. The Trip Delay benefit in the Policy is described as follows:

If you are delayed on your Trip for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule for reasonable additional expenses incurred by you for lodging Accommodations, meals, telephone calls, local transportation, and additional vehicle parking charges and additional pet kennel fees incurred due to the delay.

21. The Policy provides a list of events that cause or result in the Trip Delay. On that list of events is, among other things, “Quarantine,” and “natural disaster.”

22. The Policy does not define “natural disaster.” Without a provided definition, “natural disaster” may reasonably mean a declared federal disaster and/or national emergency, such as Covid-19.

23. The Maximum Benefit Amount under the Policy on the Schedule of Benefits is as follows:

Coverage	Maximum Limit Per Person	Maximum Limit Per Plan
Trip Cancellation	100% of Trip Cost Insured	
Trip Interruption	150% of Trip Cost Insured	
Travel Delay (\$100 Per Person Daily Limit Applies)	\$500	\$5,000
Baggage Coverage	\$500	\$5,000
Baggage Delay	\$200	\$2,000
Accidental Death and Dismemberment - Air Flight Accident	\$25,000	\$50,000

24. Upon information and belief, the policies issued by Defendants are uniform in their terms and coverage.

**Covid-19 and Related Governmental Orders**

25. Covid-19 is a highly contagious, naturally occurring, airborne virus,<sup>1</sup> which rapidly spread and continues to spread across the United States. The virus has been declared a pandemic by the World Health Organization (“WHO”).

26. Covid-19 is a public health crisis that has profoundly affected all aspects of society, prompting various federal agencies and governmental authorities to issue orders and guidance designed to slow the pace at which the virus is transmitted.

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<sup>1</sup> <https://www.sciencedaily.com/releases/2020/03/200317175442.htm>

27. On January 30, 2020, the WHO declared Covid-19 a Global Health Emergency.<sup>2</sup>

28. On February 29, 2020, the first death of Covid-19 was reported in the United States.<sup>3</sup>

29. In the midst of the emerging crisis, The Honorable Tom Wolf, Governor of the Commonwealth of Pennsylvania, issued a series of Orders relating to the Covid-19 pandemic.

30. On March 6, 2020, Governor Wolf issued a Proclamation of Disaster Emergency (the “Proclamation”), stating that “pursuant to the provisions of Subsection 7301(c) of the Emergency Management Services Code, 35 Pa. C.S. § 7101, et seq., I do hereby proclaim the existence of a **disaster emergency** throughout the Commonwealth.” (emphasis added).<sup>4</sup>

31. On March 11, 2020, WHO announced that Covid-19 was categorized as a pandemic.<sup>5</sup>

32. Also on March 11, 2020, the Public Health Information Officer for Allegheny County, Ryan Scarpino, released guidance and recommendations to, *inter alia*, “[a]void large events and mass gathering, as well as other settings where you would have close contact (within six feet) with a large group of people.”<sup>6</sup>

33. On March 13, 2020, President Donald Trump declared the Covid-19 virus a National Emergency, which began on March 1, 2020.<sup>7</sup>

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<sup>2</sup> <https://www.statnews.com/2020/01/30/who-declares-coronavirus-outbreak-a-global-health-emergency/>

<sup>3</sup> <https://abcnews.go.com/US/high-school-student-washington-latest-coronavirus-community-spread/story?id=69301655>

<sup>4</sup> Governor Wolf, “Proclamation of Disaster Emergency,” (Mar. 6, 2020), <https://www.governor.pa.gov/wp-content/uploads/2020/03/20200306-COVID19-Digital-Proclamation.pdf>.

<sup>5</sup> <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>

<sup>6</sup> <https://www.alleghenycounty.us/Health-Department/Resources/COVID-19/Stay-Updated.aspx>

<sup>7</sup> <https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/>

34. Also on March 13, 2020, Public Health Information Officer Scarpino released further guidance to avoid travel for recreational activities.<sup>8</sup>

35. On March 15, 2020, the Centers for Disease Control and Prevention (“CDC”) advised that there should not be gatherings of 50 or more people in order to slow the spread of Covid-19.<sup>9</sup> The following day, President Trump advised that there should not be gatherings of 10 or more people.<sup>10</sup>

36. The Proclamation, national emergency declaration, and guidance subject Pennsylvania citizens to a “quarantine” within the meaning of the Policy and of the everyday use of the word.

37. Other states have issued similar Proclamations and guidance related to the Covid-19 pandemic and are operating under a national emergency.

38. Further, all states and territories of the United States, including Pennsylvania and Florida, have been approved for “major disaster declarations” by President Trump.<sup>11</sup> The disaster declarations and the global impact of Covid-19 amount to a “natural disaster” under the Policy.

**Plaintiff’s Claim for Benefits Under the Policy Were Wrongly Denied**

39. Plaintiff planned for and paid for her Trip and Policy prior to the aforementioned Proclamation and guidance being in effect.

40. In response to safety concerns and governmental orders regarding Covid-19, on or about March 14, 2020, Plaintiff cancelled her Trip.

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<sup>8</sup> <https://www.alleghenycounty.us/Health-Department/Resources/COVID-19/Stay-Updated.aspx>

<sup>9</sup> <https://www.nytimes.com/article/coronavirus-timeline.html>

<sup>10</sup> *Id.*

<sup>11</sup> <https://www.fema.gov/disasters/coronavirus/disaster-declarations>

41. Plaintiff's Trip was for recreational purposes and was not essential or otherwise necessary.

42. Plaintiff's Trip was cancelled due to being in quarantine within the meaning of the Policy and everyday use of the word, and as a result of the Covid-19 natural disaster.

43. As a result of such cancellation, Plaintiff incurred losses in the form of forfeited, prepaid, non-refundable, non-refunded, and unused payments.

44. In accordance with the terms and conditions of the Policy, Plaintiff submitted claim number 154669421 on or about March 15, 2020 (the "Claim"), to Defendant seeking reimbursement for forfeited, prepaid, non-refundable, non-refunded, and unused payments.

45. On or about March 24, 2020, CSA denied the Claim, stating "your trip was cancelled due to the Corona Virus [(sic)]." Further, CSA states "since your cancellation was not due to a covered event, we are unable to provide any benefits for your claim." The denial letter is attached hereto as **Exhibit B**.

46. In tacit acknowledgment that Plaintiff is owed some refund, CSA issued Plaintiff a voucher in the amount of the premium paid for the Policy.

### **CLASS ALLEGATIONS**

47. Plaintiff brings this case individually and, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of the class defined as:

All persons who paid for and/or obtained a travel protection policy from Defendants, and whose claims for reimbursement were denied by or on behalf of Defendants after their trips were cancelled due to Covid-19, or Covid-19-related government proclamations, orders, and/or guidance (the "Class").

48. Excluded from the Class are Defendants, their subsidiaries and affiliates, their officers, directors and members of their immediate families and any entity in which Defendants have a controlling interest, the legal representative, heirs, successors, or assigns of any such

excluded party, the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

49. Plaintiff reserves the right to modify or amend the definition of the proposed Class if necessary before this Court determines whether certification is appropriate.

50. The requirements of Rule 23(a)(1) are satisfied. The class described above is so numerous that joinder of all individual members in one action would be impracticable. The disposition of the individual claims of the respective class members through this class action will benefit both the parties and this Court. The exact size of the class and the identities of the individual members thereof are ascertainable through Defendants' records, including but not limited to, the sales and transaction records that Defendants have access to and/or own.

51. The requirements of Rule 23(a)(2) are satisfied. There is a well-defined community of interest and there are common questions of fact and law affecting members of the Class. The questions of fact and law common to the Class predominate over questions which may affect individual members and include the following:

a. Whether such governmental orders, proclamations, guidance, and/or self-enforced isolation constitute – either individually or collectively – a “Quarantine” within the meaning of Defendants’ policies;

b. Whether the Covid-19 pandemic, disaster declarations, governmental orders, proclamations, and/or guidance, constitute – either individually or collectively – a “natural disaster” within the meaning of Defendants’ policies;

c. Whether Defendants’ denials of the claims submitted by Plaintiff and the members of the Class were premeditated and the product of a coordinated effort to (i) dissuade Plaintiff and the other members of the Class from submitting and/or pursuing

claims under their Policies and/or (ii) to limit Defendants' losses arising from such claims;  
and

d. Whether Plaintiff and members of the Class are entitled to damages, punitive damages, costs and/or attorneys' fees for Defendants' acts and conduct.

52. The requirements of Rule 23(a)(3) are satisfied. Plaintiff's claims are typical of the claims of the members of the Class. The claims of the Plaintiff and members of the Class are based on the same legal theories and arise from the same failure by Defendants to provide coverage under the policies.

53. Plaintiff and members of the Class were each customers of Defendants, each having applied for and purchased a travel insurance policy that is substantially identical in all material respects from Defendants. Each likewise submitted a claim under their policies, and each such claim was denied on the basis that the claims were not covered under the policies.

54. The requirements of Rule 23(a)(4) are satisfied. Plaintiff is an adequate representative of the class because her interests do not conflict with the interests of the members of the Class. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the members of the Class and has no interests antagonistic to the members of the Class. In addition, Plaintiff has retained counsel who are competent and experienced in the prosecution of class action litigation. The claims of Plaintiff and the Class members are substantially identical as explained above. While the aggregate damages that may be awarded to the members of the Class are likely to be substantial, the damages suffered by the individual members of the Class are relatively small. As a result, the expense and burden of individual litigation make it economically infeasible and procedurally impracticable for each member of the Class to individually seek redress for the wrongs done to them. Certifying the case as a Class will centralize these substantially identical

claims in a single proceeding, which is the most manageable litigation method available to Plaintiff and the Class and will conserve the resources of the parties and the court system, while protecting the rights of each member of the Class. Defendants' uniform conduct is generally applicable to the Class as a whole, making relief appropriate with respect to each Class member.

**FIRST CLAIM FOR RELIEF**

**DECLARATORY RELIEF  
(On Behalf of Plaintiff and Members of the Class)**

55. Plaintiff incorporates by reference Paragraphs 1 through 54 hereof, as though the same were set forth in their entirety.

56. This is an action for declaratory judgment pursuant to 28 U.S.C. § 2201, in which Plaintiff and members of the Class seek a judicial determination of an actual controversy regarding coverage for their forfeited, prepaid, non-refundable, non-refunded, and unused payments caused by a cancellation, delay or interruption of their trips due to Covid-19.

57. The term "Quarantine" is used throughout the Policy and is defined using the phrase "enforced isolation." Enforced isolation is not defined within the Policy. As such, it must be given its ordinary and plain meaning as informed by, *inter alia*, its dictionary definition and the intent of the parties, as well as the custom in the industry or usage in the trade.

58. Quarantine by enforced isolation may be reasonably interpreted to mean when an individual wishes to self-isolate in order to prevent contracting or spreading a virus during a national emergency.

59. The phrase "natural disaster" is used throughout the Policy. "Natural disaster" is not defined within the Policy. As such, it must be given its ordinary and plain meaning as informed by, *inter alia*, its dictionary definition and the intent of the parties, as well as the custom in the industry or usage in the trade.

60. Based on the relevant Policy language and the facts, Plaintiff's and Class members' losses of forfeited, prepaid, non-refundable, non-refunded, and unused payments arise from a "Quarantine" and "natural disaster" within the meaning of the policies, and – as such – trigger the Trip Delay benefits and/or Trip Cancellation benefits under the policies.

61. Declaratory relief from this Court will resolve the aforementioned controversy and dispute.

## **SECOND CLAIM FOR RELIEF**

### **BREACH OF CONTRACT (On Behalf of Plaintiff and Members of the Class)**

62. Plaintiff incorporates by reference Paragraphs 1 through 54 hereof, as though the same were set forth in their entirety.

63. The policies are a valid and binding contract, for which Plaintiff and members of the Class paid material consideration in the form of a premium.

64. Pursuant to the terms and conditions of the policies, the forfeited, prepaid, non-refundable, non-refunded, and unused payments are specifically covered thereunder.

65. Defendants have materially breached the policies by failing and refusing to reimburse Plaintiff and members of the Class for any of their forfeited, prepaid, non-refundable, non-refunded, and unused payments. The aforementioned material breaches have damaged, and will continue to damage, Plaintiff and members of the Class.

66. Plaintiff and members of the Class have performed all of their obligations under the policies, and any and all conditions precedent to coverage under the policies for the forfeited, prepaid, non-refundable, non-refunded, and unused payments have been satisfied, waived, or revoked, and/or Defendants are estopped from enforcing them at this time.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that judgment be entered in favor of Plaintiff and the Class against Defendants as follows:

- a. For an order certifying the Class under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as representative of the Class and Plaintiff's attorneys as Class Counsel to represent the Class;
- b. For an order finding in favor of Plaintiff and the Class on all counts asserted herein;
- c. For damages in an amount to be determined by the trier of fact;
- d. For an order of restitution and all other forms of equitable monetary relief;
- e. Awarding Plaintiff's reasonable attorneys' fees, costs, and expenses;
- f. Awarding pre- and post-judgment interest on any amounts awarded; and,
- g. Awarding such other and further relief as may be just and proper

**JURY TRIAL DEMAND**

A jury trial is demanded on all claims so triable.

Dated: August 28, 2020

Respectfully submitted,

/s/ Gary F. Lynch  
Gary F. Lynch (PA ID 56887)  
Kelly K. Iverson (PA ID 307175)  
Nicholas A. Colella (*Pro Hac Vice forthcoming*)  
**CARLSON LYNCH, LLP**  
1133 Penn Avenue, 5<sup>th</sup> Floor  
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*Counsel for Plaintiffs*

# Exhibit A



## DESCRIPTION OF COVERAGE

G-AIRD02

UNDERWRITTEN BY GENERALI US BRANCH,  
A Stock Company

Master Policy Number: TMP100010

This Description of Coverage does not amend, extend or alter the coverage afforded by the insurance policy.

This Description of Coverage may describe more travel insurance benefits than purchased by you. As insurance benefits can vary from program to program, please refer to the Schedule of Benefits. It provides you with specific information about the program you have purchased.

Notice to residents of AK, SD, OH, LA, CO, MN, WA, WY, IN, NY, GA, KS, OR, TN: This document is for informational purposes only. To obtain your state specific insurance policy please call (800) 554-9839 or visit <http://www.csatravelprotection.com/certpolicy.do>.

## DESCRIPTION OF 24-HOUR EMERGENCY ASSISTANCE SERVICES (PROVIDED BY CSA'S DESIGNATED PROVIDER)

### Available Services

Various 24-Hour Emergency Assistance Services are provided along with the CSA Travel Protection® plans. A description of all 24-Hour Emergency Assistance Services are contained in this document. The 24-Hour Emergency Assistance Services are only available to persons whose primary residence is in the United States. This plan is administered by CSA Travel Protection and Insurance Services.

### How to Call the 24-Hour Emergency Hotline

If you need emergency help for an available service, you can call toll-free 24 hours a day to (866) 922-0278 from within the United States, or call collect to (202) 974-6480 from around the world.

When calling, you should have available your Policy/ Reference number and Plan Code, your location, a local telephone number, and details of the situation. After your coverage has been verified, the assistance provider will assist you. If you cannot call collect from your location, dial direct and give the assistance provider your telephone number and location and they will call you back.

To call collect from a foreign country you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit [www.consumer.att.com/global/english/away/directservice.html](http://www.consumer.att.com/global/english/away/directservice.html) for information on how to reach an English-speaking operator. If you were unable to reach CSA collect and paid for your call, we will ask you for a number to call you back so you will pay no further charges.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact the assistance provider.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; however, they will make all reasonable efforts to provide services and help resolve your problem.

The assistance provider cannot be held responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to flight conditions, labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God or where rendering service is prohibited by local law or regulations.

The assistance provider's staff will do their best to refer you to the appropriate providers. However, the assistance provider and CSA cannot be held responsible for the quality or results of any services provided by these independent practitioners.

### Availability of Services

You are eligible for informational and concierge services at any time after you purchase this plan.

The Emergency Assistance Services become available when you actually start your trip.

Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip.

### Informational Services

The assistance provider offers a wide range of informational services before you leave home and during your trip, including: Visa, Passport, Inoculation and Immunization Requirements, Cultural Information, Temperature, Weather Conditions, Embassy and Consulate Referrals, Foreign Exchange Rates, and Travel Advisories.

## EMERGENCY ASSISTANCE SERVICES

### Medical Referral

If an emergency occurs during a trip that requires you to visit a doctor, you should call the Emergency Hotline to obtain the names of local qualified doctors who speak your language. If additional medical services are required, the assistance provider is prepared to consult with the attending physician and provide such assistance, as they believe to be in your best interest.

### Traveling Companion Assistance

If a Traveling Companion loses previously-made travel arrangements due to your medical emergency, the assistance provider will arrange for your Traveling Companion's return home.

### Emergency Cash Transfer

If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will help arrange for an emergency cash transfer in currency, traveler's checks, or other forms as deemed acceptable by the assistance provider. The assistance provider will advance up to \$500 after satisfactory guarantee of reimbursement from you.

### Legal Referral

The assistance provider will locate attorneys available during regular working hours. Assistance will also be provided to advance bail bond, where permitted by law. You are responsible for contracted legal fees.

**FOR COVERAGE INQUIRIES OR CUSTOMER SERVICE CALL:  
(800) 554-9839**

**PARA ASISTENCIA EN ESPANOL, FAVOR DE LLAMAR AL:  
(800) 318-0179**

**FOR EMERGENCY ASSISTANCE 24H A DAY DURING YOUR TRIP, CALL:**

**IN THE U.S.  
(866) 922-0278**

**COLLECT WORLDWIDE  
(202) 974-6480**

**Locating Lost or Stolen Items**

The assistance provider will assist in locating and replacing lost or stolen luggage, documents and personal possessions.

**Replacement of Medication and Eyeglasses**

The assistance provider will arrange to fill a prescription that has been lost, stolen or requires a refill, subject to local law, whenever possible. The assistance provider will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician.

**Embassy and Consular Services**

The assistance provider will provide referrals to travelers needing the assistance of U.S. embassies and consulates.

**Worldwide Medical Information**

The assistance provider can provide necessary inoculation and vaccination information, and detailed general health and medical descriptions of destinations around the world.

**Interpretation/Translation**

The assistance provider will assist with telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

**Emergency Message Relay**

Emergency messages can be relayed to and from friends, relatives, personal physicians and employers.

**Pet Return**

The assistance provider will arrange for the return of your pet to your home if your pet is traveling with you and you are unable to take care of your pet due to a medical emergency.

**Vehicle Return**

The assistance provider will make arrangements to have a designated person or provider return your vehicle to your home (or your rental vehicle to the closest rental agency) if you experience a medical emergency or mechanical problems, which prevent you from driving the vehicle.

**CONCIERGE SERVICES**

**City profiles:** provide travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.

**Epicurean needs:** arranges the delivery of specialized foods and beverages to your home or office, including gourmet meats and fine wine.

**Event ticketing:** provides tickets to virtually any sporting, theater or concert event worldwide.

**Flowers and gift baskets:** include the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.

**Golf outings and tee times:** provide referrals and tee times at golf courses around the world.

**Hotel accommodations:** offers research and recommendations on hotels worldwide and book reservations if requested by you.

**Meet-and-greet services:** include the pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel.

**Personalized retail shopping assistance:** includes purchasing selected retail items at your request.

**Pre-trip assistance:** provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

**Procurement of hard-to-find items:** ensures our associates will use every means possible to obtain an obscure or exotic item at your request.

**Restaurant reviews and reservations:** provides you with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.

**Rental car reservations:** provide worldwide reservations through most major rental car agencies.

**Airline reservations:** provide full-service air travel accommodations to destinations worldwide.

**Pet Services Locator:** helps travelers find pet-related services such as veterinarians and pet sitters.

**SCHEDULE OF BENEFITS**

Coverage	Maximum Limit Per Person	Maximum Limit Per Plan
Trip Cancellation	100% of Trip Cost Insured	
Trip Interruption	150% of Trip Cost Insured	
Travel Delay (\$100 Per Person Daily Limit Applies)	\$500	\$5,000
Baggage Coverage	\$500	\$5,000
Baggage Delay	\$200	\$2,000
Accidental Death and Dismemberment - Air Flight Accident	\$25,000	\$50,000

**10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE**

If you are not satisfied for any reason, you may cancel coverage under the policy within 10 days after receipt. Your premium payment will be refunded, provided that there has been no incurred covered expense and you have not left on your Trip. Return the Description of Coverage to us at the Program Administrators office or our authorized agent. When so returned, the Description of Coverage is void from the beginning. After this 10-day period, the payment for this coverage is nonrefundable.

**DEFINITIONS**

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

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

ACCOMMODATION means any establishment used for the purpose of temporary overnight lodging for which a fee is paid and reservations are required.

ACTUAL CASH VALUE means purchase price less depreciation.

**ADOPTION PROCEEDING** means any mandatory meeting as a condition of law requiring the attendance of the prospective adoptive parent(s) with the intent to create a legal parent-child relationship.

**AIR FLIGHT ACCIDENT** means an Accident that occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

**BAGGAGE** means luggage, personal possessions and travel documents taken by you on your Trip.

**BUSINESS EQUIPMENT** means physical property owned by you used in trade, business, or for the production of income, taken by you for use on your Trip, excluding software, data, and any items defined as Baggage within this Policy.

**COMMON CARRIER** means any land, water or air conveyance, with scheduled and published departure and arrival times, operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**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 you 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.

**FAMILY MEMBER** means

- Traveling Companion(s)
- Insured's or Traveling Companion's Spouse
- Insured's, Traveling Companion's or Spouse's:
  - child;
  - parent;
  - sibling;
  - grandparent, great-grandparent, grandchild or great-grandchild;
  - step-parent, step-child or step-sibling;
  - son-in-law or daughter-in-law;
  - brother-in-law or sister-in-law;
  - aunt or uncle;
  - niece or nephew;

legal guardian,  
 • foster child or legal ward.

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the jurisdiction of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Trip, provided the Financial Insolvency occurs more than 14 days following your effective date for the Trip Cancellation Benefits. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

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

**HOSPITAL** means an institution that meets all of the following requirements: (1) it must be operated according to law; (2) it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis; (3) it must provide diagnostic and surgical facilities supervised by Physicians; (4) registered nurses must be on 24-hour call or duty; and (5) the care must be given either on the hospital's premises or in facilities available to the hospital on a prearranged basis. A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

**HOST** means the person with whom you are scheduled to share pre-arranged overnight accommodations in his/her principal place of residence.

**INJURY** means bodily harm caused by an Accident which requires the in-person 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 the person named on the application form, for whom the required premium payment is received and a Trip is scheduled.

**INSURER** means Generali US Branch. Generali US Branch operates under the following names:

In California: Generali Assicurazioni Generali S.p.A. (U.S. Branch)

In Virginia: The General Insurance Company of Trieste and Venice – U.S. Branch

**OTHER VALID AND COLLECTIBLE HEALTH INSURANCE** means any 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, but is not limited to, 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** means the cash, check, credit card amounts paid for your Trip, including but not limited to reservation costs, timeshare exchange fees, ownership dues (not including the cost of your vacation ownership) and maintenance fees. Payments also include the units of currency purchased from a travel or vacation club to be used as valuation in payment for arrangements and to access travel arrangements (including but not limited to points, credits or other values). Such currency units must be used in accordance with travel or vacation club rules and must be for travel under a membership or for a deeded real estate product. In the case of currency units, we reserve the right to replace, restore or replenish your currency units in lieu of reimbursement.

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

**PORT OF CALL** means a city or town on a waterway with facilities for loading and unloading cargo where a ship is scheduled to dock, not including the ports of embarkation and disembarkation.

**PRE-EXISTING CONDITION** means a Sickness or Injury during the 60-day period immediately prior to your effective date for which you or your Traveling Companion: (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.

**PROGRAM ADMINISTRATOR** means CSA Travel Protection

**QUARANTINE** means the enforced isolation of you or your Traveling Companion, for the purpose of preventing the spread of illness, disease or pests.

**SCHEDULED DEPARTURE DATE** means the date on which you are originally scheduled to leave on your Trip.

**SCHEDULED RETURN DATE** means the date on which you are originally scheduled to return to the point where the 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.

**SERVICE ANIMAL** means any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, providing animal protection or rescue work, pulling a wheelchair, or fetching dropped items.

**SICKNESS** means an illness or disease of the body that requires in-person examination and treatment by a Physician.

**SPOUSE** means your legally wed husband/wife or Domestic Partner as defined by this Policy.

**TERRORIST ACT** means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**TRAVELING COMPANION** means a person who, during the Trip, will accompany you in the same accommodations.

**TRIP** means:

A period of round-trip travel at least 100 miles away from Home to your designated vacation destination associated with the purchase of this insurance, excluding regular commuting and local travel; 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 you purchase the coverage; the Trip does not exceed 180 days in length; or

A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their Trip outside the U.S., if returning to the U.S.); 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 arrival dates and defined departure and arrival places specified when you apply; and the Trip does not exceed 31 days in length.

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

**USUAL AND CUSTOMARY CHARGE** means those charges: (1) for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature; (2) that do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed. In no event will Usual and Customary Charges exceed the actual amount charged.

**GENERAL EXCLUSIONS**

1. We will not pay for any loss under this Policy, caused by, or resulting from:

- a. your or your Traveling Companion's suicide, attempted suicide, or intentionally self-inflicted injury;
- b. mental, nervous, or psychological disorders of you or your Traveling Companion;
- c. you or your Traveling Companion being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- d. normal pregnancy or resulting childbirth, elective abortion or fertility treatment of you or your Traveling Companion;
- e. your or your Traveling Companion's participation as a professional in athletics;
- f. your or your Traveling Companion's participation in organized amateur and interscholastic athletic or sports competition or events;
- g. you or your Traveling Companion riding or driving in any motor competition;
- h. you or your Traveling Companion operating or learning to operate any aircraft, as pilot or crew;
- i. you or your Traveling Companion mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing, caving, extreme skiing, heli-skiing, skiing outside marked trails, boxing, full contact martial arts, scuba diving below 120 feet (40 meters) or without a dive master, or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
- j. your or your Traveling Companion's Elective Treatment and Procedures;
- k. your or your Traveling Companion's medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;

- l. declared or undeclared war, or any act of war;
- m. nuclear reaction, radiation or radioactive contamination;
- n. any unlawful acts, committed by you or your Traveling Companion;
- o. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- p. a loss or damage caused by detention, confiscation or destruction by customs or any governmental authority, regulation or prohibition;
- q. travel restrictions imposed for a certain area by governmental authority;
- r. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits, or Financial Insolvency which occurs within 14 days following your effective date for the Trip Cancellation Benefits;
- s. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when coverage is not in effect for you;
- t. any issue or event that could have been reasonably foreseen or expected when you purchased the coverage.

**The following exclusion applies to the Trip Cancellation, Trip Interruption, and Travel Delay coverages:**

- a. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the Definitions section, including death that results there from.
- b. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency.

**The following exclusion applies to the Trip Cancellation and Trip Interruption coverages:**

- a. civil disorder

**CLAIMS PROVISIONS**

**Notice of Claim**

We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and sufficient information to identify him or her.

**Proof of Loss**

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

**Your Duty to Cooperate**

You must provide us with receipts, proof of payment, medical authorizations, or other records and documents we may reasonably require concerning your claim. Failure or refusal to cooperate may delay or impede the resolution of your claim.

**Physical Examination and Autopsy**

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

**Legal Actions**

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

**Payment of Claims**

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. 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 it has been filed with us. We are not responsible for the validity of any assignment.

**TRAVEL INSURANCE IS UNDERWRITTEN BY**

Generali US Branch

Policy Form series T001

**WHERE TO PRESENT A CLAIM**

All claims should be presented to the Program Administrator:

CSA Travel Protection  
P. O. Box 939057  
San Diego, CA 92193-9057  
(800) 541-3522 (Toll-Free)

**Our Right to Recover and Subrogate from Others**

We have the right to recover any payments we have made from anyone who may be responsible for the loss, as permitted by law. 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.

**GENERAL PROVISIONS****CANCELLATION BY US**

You have purchased single pay, single term, non-renewable insurance coverage. We have no unilateral right to cancel this coverage after it became effective.

**CONCEALMENT OR FRAUD**

We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this coverage.

**DUPLICATION OF COVERAGE**

You may be covered under only one travel policy with us for each Trip. If you are covered under more than one such policy, the policy with the higher coverage limit will remain in effect and the maximum benefit limit as stated in the Schedule of Coverage of such policy will be the maximum benefit payable in the event a claim occurs. In the event claim payment has been made under the duplicate policy, premiums paid less claims paid will be refunded for the duplicate coverage that does not remain in effect.

**ENTIRE CONTRACT: CHANGES**

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

**TRANSFER OF THE INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY**

The Insured's rights and duties may not be transferred without our written consent except: 1) in the case of death of an individual named Insured, or 2) at our option, we will honor an assignment of rights if a properly executed assignment of rights has been filed with us.

**ELIGIBILITY AND EFFECTIVE DATES****Who is Eligible for Coverage**

Coverage will be provided for all travelers, provided the required premium payment has been received by us or our authorized agent, and provided the person is a resident of the United States of America, or a non-resident who has purchased the coverage in the United States of America.

**When Coverage Begins**

All coverages (except Trip Cancellation and Trip Interruption) will take effect on the later of:

1. the date the premium payment has been received by us; or
2. the date and time you start your Trip; or
3. 12:01 A.M. local time at your location on the Scheduled Departure Date of your Trip.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at your location on the day after the date your premium payment is received by us or our authorized agent. Trip Interruption coverage will take effect on the Scheduled Departure Date of your Trip if the required premium payment is received.

**When Coverage Ends**

Your coverage automatically ends on the earlier of:

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

**Extension of Coverage**

All coverages under the Policy will be extended if your entire Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

No coverage is in effect for any Trip that is made by mass transit, taxi, limousine service, personal automobile, bus, commuter rail or airline service including inter-urban rail service, unless the Trip is scheduled to take you at least 100 miles from your primary residence.

T001TC01.01DOC (05/11)

**ACCIDENTAL DEATH AND DISMEMBERMENT – AIR FLIGHT ACCIDENT**

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Air Flight Accident, which occurs while you are on a Trip, and covered under the Policy, and you suffer one of the losses listed below within 365 days of the Air Flight Accident. The principal sum is the benefit amount shown in the Schedule.

**Loss: Percentage of Principal Sum Payable:**

Life	100%
Both Hands; Both Feet and Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
One Hand; One Foot or Sight of One Eye	50%

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

**Exposure and Disappearance**

If by reason of an Air Flight Accident covered by the Policy, you are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which benefits are otherwise payable; such loss shall be covered hereunder. If you are involved in an Air Flight Accident which results in the sinking or wrecking of a conveyance in which you were riding and your body is not located within one year of such Air Flight Accident, it will be presumed that you suffered loss of life resulting from Injury caused by the Air Flight Accident.

**Exclusions**

We will not pay for loss caused by or resulting from:

1. Sickness of any kind;
2. service in the armed forces of any country.

T001BR01.01NW (05/11)

**BAGGAGE COVERAGE**

We will reimburse you, up to the amount shown in the Schedule, less any amounts payable under your homeowner's or renter's insurance, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Trip, provided you have taken reasonable steps to protect your Baggage against loss, theft, damage and destruction. Under this coverage, we will also provide benefits for the administrative fees to reissue lost, stolen or damaged tickets, visas or passports. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

**Valuation and Payment of Loss**

Payment of loss under the Baggage Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage.

We may take all or part of damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between the value of the property before and after the loss.

**Continuation of Coverage**

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

**Items Not Covered**

We will not pay for damage to or loss of:

1. animals; or
2. Business Equipment, household furniture, musical instruments, brittle or fragile articles; or
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
5. documents or tickets (except for administrative fees required to reissue tickets, as noted above); or
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. telephones, computer hardware or software; or
9. consumables, medicines, perfumes, cosmetics and perishables; or
10. items seized by any government, government official or customs official; or
11. illegal drugs and contraband.

**Losses Not Covered**

We will not pay for loss arising from:

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

**Your Duties in the Event of a Loss**

In case of loss, theft or damage to Baggage, you must:

1. immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police or other local authorities and obtain their written report of your loss; and
2. take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.

T001BR03.01NW (05/11)

**BAGGAGE DELAY COVERAGE**

We will reimburse you, up to the amount shown in the Schedule, for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 24 hours or more during your Trip. We will reimburse you up to the amount shown in the Schedule for expenses incurred during your Trip to locate/track your delayed Baggage, and to retrieve your delayed Baggage or to have your delayed Baggage delivered to you. We will also reimburse you for the cost to launder your clothing during the time your Baggage is delayed.

**Limitations**

This coverage terminates when your Baggage is retrieved or returned to you, or upon your arrival at the return destination of your Trip, whichever occurs first.

T001BR04.01NW (05/11)

**TRAVEL DELAY COVERAGE**

If you are delayed on your Trip for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule for reasonable additional expenses incurred by you for lodging Accommodations, meals, telephone calls, local transportation, and additional vehicle parking charges and additional pet kennel fees incurred due to the delay. We will not pay benefits for expenses incurred after travel becomes possible.

Travel Delay must be caused by or result from:

- a. delay of a Common Carrier; or
- b. loss or theft of your passport(s), travel documents or money; or
- c. Quarantine; or
- d. hijacking; or
- e. natural disaster or adverse weather; or
- f. being directly involved in a documented traffic accident while you are en route to departure; or

- g. unannounced strike; or
- h. a civil disorder; or
- i. Sickness or Injury of you or a Traveling Companion; or
- j. death of a Traveling Companion.

T001BR13.01NW (05/11)

**TRIP CANCELLATION BENEFIT**

Benefits will be paid, up to the amount in the Schedule, for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments that you paid for your Trip, if you are prevented from taking your Trip due to one of the following unforeseeable Covered Events that occur before departure on your Trip to you or your Traveling Companion, while your coverage is in effect under this Policy.

In the event you used frequent flyer miles to arrange air transportation for this Trip, and you cancel due to a Covered Event, we will reimburse you for the cost to reinstate your miles to your account, up to the amount in the schedule.

Should you elect to reschedule your Trip arrangements instead of cancelling due to a Covered Event, in lieu of providing benefits for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments, we will pay for change fees charged by your supplier(s), up to the amount in the schedule.

In the event there is a change in the per person occupancy rate for your pre-paid arrangements as a result of a Traveling Companion canceling his or her Trip due to an unforeseeable Covered Event when you do not cancel, we will reimburse you for additional costs above the original invoiced and pre-paid charge for your booking, up to the amount in the schedule, for Accommodations during the Trip as a result of the change.

**Covered Events:**

1. The Sickness, Injury or death of you, your Family Member, your Traveling Companion or your Service Animal. The Sickness or Injury must first commence while your coverage is in effect under the Policy, must require the in-person treatment by a Physician, and must be so disabling in the written opinion of a Physician as to prevent you from taking your Trip (either because your condition prevents your travel, or because your Family Member, Traveling Companion or your Service Animal requires your care);
2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;

3. Being directly involved in a documented traffic accident while en route to departure on your Trip;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. A documented theft of your passports or visas;
8. A mandatory evacuation (or public official evacuation advisement in geographic areas where no mandatory evacuation orders are issued by government authorities) at your destination due to adverse weather or natural disasters. We will only pay benefits for losses occurring within 30 calendar days after the evacuation order is issued. In order to cancel your Trip, you must have 4 days or 50% of your total Trip length or less remaining at the time the mandatory evacuation ends;
9. Being called into active military service to provide aid or relief in the event of a natural disaster;
10. A Terrorist Act which occurs in your Scheduled Trip Departure City or in a city to which you are scheduled to travel while on your Trip, and which occurs within 30 days of your Scheduled Departure Date, provided the city has not experienced a Terrorist Act in the past 30 days prior to the effective date of your coverage;
11. The school where you attend must extend its operating session beyond its predefined school year due to unforeseeable events commencing during the coverage effective period. The school year extension dates must fall in your Trip dates in order for this coverage to be available. Extensions due to extra-curricular or athletic events are not covered;
12. Being required to take an academic examination on a date that has been fixed after your coverage was purchased, and the examination date falls within your Trip dates;
13. Being unable to undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination after the effective date of your coverage. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;
14. Receiving official notification of an organ match available for immediate transplant, provided the transplant is considered medically necessary, the notification is received while coverage is in effect, and in the written opinion of the Physician the

- transplant surgery and/or recovery is so disabling as to prevent you from taking the Trip;
15. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the scheduled Adoption Proceeding must be announced while your coverage is in effect and must be during your Trip dates;
16. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption and provided the Adoption Proceeding or adoption arrangement was confirmed prior to your effective date.

**Limitations**

This coverage is subject to the General Exclusions.

T001BR14.01NW (11/11)

**TRIP INTERRUPTION BENEFIT**

If your arrival on your Trip is delayed beyond your Scheduled Departure Date, or if you are unable to continue the Trip due to one of the unforeseeable Covered Events listed below that occur during your Trip dates to you or your Traveling Companion, we will reimburse you for the unused, non-refundable land or water arrangements prepaid to the Travel Supplier prior to departing on your Trip, less any refunds paid or payable, plus one of the following:

- a. Additional transportation expenses incurred to reach your scheduled destination if your departure is delayed and you leave after the Scheduled Departure Date and time; or
- b. Additional transportation expenses incurred for you to reach the final return destination of your Trip; or
- c. Additional transportation expenses incurred to rejoin the Trip in progress from the point where you interrupted your Trip.

We will also provide reimbursement for unused air arrangements, less any refunds paid or payable, provided that these are not flights scheduled to travel to your Trip destination or flights scheduled to your origin of departure on your Trip, and provided that these are not flights within 24 hours of your Scheduled Departure Date or Scheduled Return Date.

**Covered Events:**

1. The Sickness, Injury or death of you, your Family Member, your Service Animal or your Traveling Companion. The Sickness or Injury must first commence while your Trip Interruption coverage is in effect under the Policy, must require the in-

- person treatment by a Physician, and must be so disabling in the written opinion of a Physician as to prevent you from taking your Trip (either because your condition prevents your travel, or because your Family Member, Traveling Companion or your Service Animal requires your care);
2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;
3. Being directly involved in a documented traffic accident while en route to departure on your Trip;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. A documented theft of your passports or visas;
8. A mandatory evacuation (or public official evacuation advisement in geographic areas where no mandatory evacuation orders are issued by government authorities) at your destination due to adverse weather or natural disasters. We will only pay benefits for losses occurring within 30 calendar days after the evacuation order is issued. In order to receive benefits under this coverage to remain home or to return home when the mandatory evacuation ends, you must have 4 days or 50% of your total Trip length or less remaining on your Trip at the time the mandatory evacuation ends;
9. Being called into active military service to provide aid or relief in the event of a natural disaster;
10. A Terrorist Act which occurs in your departure city or in a city to which you are scheduled to travel while on your Trip, and which occurs within 30 days of your Scheduled Departure Date, provided the city has not experienced a Terrorist Act in the 30 days prior to the effective date of your coverage;
11. The school where you attend must extend its operating session beyond its predefined school year due to unforeseeable events commencing during the Policy effective period. The school year extension dates must fall in your Trip dates in order for this coverage to be available. Extensions due to extra-curricular or athletic events are not covered;
12. Being required to take an academic examination on a date that has been fixed while on your Trip, and the examination date falls within your Trip dates;

13. Being unable to undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination while on your Trip. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;
14. Receiving official notification of an organ match available to you for immediate transplant, provided the transplant is considered medically necessary, the notification is received while you are on your Trip, and in the written opinion of the Physician the transplant surgery and/or recovery is so disabling as to prevent you from continuing on your Trip;
15. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the scheduled Adoption Proceeding must be during your Trip dates;
16. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption.

Limitations

Benefits payable for additional transportation expenses will not exceed the cost of airfare (the same class airfare on which you were originally booked) by the most direct route, less any refunds paid or payable.

This coverage is subject to the General Exclusions.  
T001BR17.01NW (11/11)

**STATE SPECIFIC COVERAGE DETAILS**

**FOR ARKANSAS RESIDENTS**

**Form T001TC01.01DOC – GENERAL PROVISIONS**

The following is added to **GENERAL PROVISIONS**

Inquiries or complaints regarding this Description of Coverage may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department  
Consumer Services Division  
1200 W. 3rd Street  
Little Rock, Arkansas 72201-1904  
Telephone: 800-8525494 or 501-371-2640

**Form T001TC01.01DOC - CLAIMS PROVISIONS**

The following change applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

**Legal Actions**

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

T001AD01.01AR (07/11)

**FOR CONNECTICUT RESIDENTS**

**Form T001TC01.01DOC- GENERAL EXCLUSIONS**

The following changes in the General Exclusions section apply to Air Flight Accident, Travel Accident, Emergency Assistance & Transportation, and Medical & Dental Coverage:

Exclusion 1.c. "you or your Traveling Companion being under the influence of drugs or intoxicants, unless prescribed by a Physician" is deleted in its entirety and replaced with the following:

1.c. The voluntary use of any controlled substance as defined in Title 2 of the comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by his Physician for the Insured;

Exclusion 1.m. "nuclear reaction radiation or radioactive contamination" is deleted in its entirety.

Exclusion 1.n. "any unlawful acts, committed by you or your Traveling Companion" is deleted in its entirety and replaced with the following:

1.n. Any felonious acts, committed by you or your Traveling Companion;

Exclusion 1.t. "any issue or event that could have been reasonably foreseen or expected when you purchased the coverage", is deleted in its entirety.

**Form T001TC01.01DOC - GENERAL PROVISIONS**

The following is added to the General Provisions:

**MASTERPOLICY**

You can review the Master Policy by visiting the office of Generali US Branch located at 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, 10007 NY during normal business hours. All certificate holders will be notified in the event of cancellation or nonrenewal of the Master Policy.

T001AD01.01CT (11/11)

**FOR IDAHO RESIDENTS**

**Form T001TC01.01DOC – GENERAL EXCLUSIONS**

Exclusion 1. d. is deleted in its entirety and replaced with the following:

d. normal pregnancy or resulting childbirth, elective abortion (except to preserve the life of the female upon whom the abortion is performed) or fertility treatment of you or your Traveling Companion;

Exclusions 1. f. and 1. i. apply to Medical and Dental Coverage only when you or your Traveling Companion are participating as a professional.

**Form T001TC01.01DOC – GENERAL PROVISIONS:**

A provision “**Appeals**” is added:

You may appeal any decision made by the Company to the Idaho Department of Insurance. Contact information follows.

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd floor  
P.O. Box 83720  
Boise Idaho, 83720-0043  
1-800-721-3272  
www.DOI.Idaho.gov

T001AD01.01ID (06/11)

**FOR ILLINOIS RESIDENTS**

**Form T001TC01.01DOC – GENERAL PROVISIONS**

The following is added to **GENERAL PROVISIONS**

The CONCEALMENT OR FRAUD provision is deleted in its entirety and replaced with the following:

CONCEALMENT OR FRAUD. This insurance coverage shall be denied or cancelled if, whether before or after a Loss, the Insured has concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the Insured’s interest therein, or if the Insured committed fraud or material misrepresentations in connection with this insurance coverage.

The following COMPLAINTS provision is added to GENERAL PROVISIONS:

Should the Insured have general complaints regarding this insurance, the Insured may submit a complaint in writing to the following address.

Illinois Division of Insurance  
Consumer Division  
Springfield, Illinois 62767

**Form T001TC01.01DOC – DEFINITIONS**

The following is added to the **DEFINITIONS** section:

The ACCIDENT definition is deleted in its entirety and replaced with the following:

ACCIDENT means a sudden, unexpected, unforeseen event which happens by chance, arises from a source detached to the covered person.

UNDER THE INFLUENCE OF DRUGS OR INTOXICANTS is defined and determined by the laws of the state where the loss or cause of loss was incurred.

EMERGENCY MEDICAL CONDITION means a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- (1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- (2) serious impairment to bodily functions; or
- (3) serious dysfunction of any bodily organ or part.

**Form T001TC01.01DOC – GENERAL EXCLUSIONS**

The following changes apply to **GENERAL EXCLUSIONS**:

Exclusions 1.e. and 1.f. are deleted in their entirety.

Exclusion 1.i. is deleted and replaced by the following:

1.i. you or your Traveling Companion Participating in skydiving; hang gliding; parachuting except parasailing;

Exclusion 1.n. is deleted and replaced by the following:

1.n. Commission or the attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation by the Insured, the Insured’s Traveling Companion, or the Insured’s Family Member, whether insured or not.

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

The following changes apply to **CLAIMS PROVISIONS**:

The OUR RIGHT TO RECOVER AND SUBROGATE FROM OTHERS provision is deleted in its entirety and replaced with the following:

Our Right to Recover and Subrogate from Others

We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that sickness or injury. The Insured is required to furnish any information or assistance, or provide any documents that We may reasonably require in order to

exercise our rights under this provision. This provision applies whether or not the third party admits liability.

The PAYMENT OF CLAIMS provision is deleted in its entirety and replaced with the following:

Payment of Claims

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary within 30 days following receipt of written due proof of loss. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. 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 it has been filed with us. We are not responsible for the validity of any assignment.

T001AD01.01IL (08/11)

**FOR MARYLAND RESIDENTS**

**Form T001TC01.01DOC- 10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE**

10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE is deleted in its entirety and replaced with the following:

If you are not satisfied for any reason, you may cancel coverage under the policy within 10 days after receipt. Your premium payment will be refunded, provided that there has been no incurred covered expense and you have not left on your Trip. Return the Description of Coverage to us at the Program Administrators office or our authorized agent. After this 10-day period, the payment for this coverage is nonrefundable.

**Form T001TC01.01DOC - CLAIMS PROVISIONS**

The following changes applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

Legal Actions

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

T001AD01.01MD (08/11)

**FOR MAINE RESIDENTS**

**Form T001BR01.01NW - ACCIDENTAL DEATH AND DISMEMBERMENT AIR FLIGHT ACCIDENT and Form T001BR02.01NW**

The following is added to ACCIDENTAL DEATH AND DISMEMBERMENT AIR FLIGHT ACCIDENT and ACCIDENTAL DEATH AND DISMEMBERMENT TRAVEL ACCIDENT:

Notwithstanding any provisions to the contrary, accidental death and dismemberment amounts payable under this Description of Coverage will be at least \$2,000. Single dismemberment amounts payable will be at least \$1,000.

T001AD01.01ME (06/11)

**FOR MICHIGAN RESIDENTS**

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

1. CLAIMS PROVISIONS are revised as follows:

The Legal Actions provision is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been given. No such action will be brought after six years from the time written Proof of Loss is required to be given.

2. The following is added to **Notice of Claim:**

Notice given to any Company representative or agent is considered notice to us.

T001AD01.01MI (06/11)

**FOR MISSOURI RESIDENTS**

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

1. CLAIMS PROVISIONS are revised as follows:

The Legal Actions provision is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been given. No such action will be brought after ten years from the time written Proof of Loss is required to be given.

The Notice of Claims paragraph is herewith amended to include the following:

Notice of Claims

However, no claim will be denied based upon the Insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020.

T001AD01.01MO (08/11)

**FOR MISSISSIPPI RESIDENTS**

**Form T001TC01.01DOC – GENERAL EXCLUSIONS:**

Exclusion 1.n. is deleted and replaced with the following:

n. Commission or the attempt to commit a felony or for which a contributing cause was the covered person's engagement in an illegal occupation.

**Form T001TC01.01DOC – CLAIMS PROVISIONS:**

The following are added to CLAIMS PROVISIONS:

CLAIM FORMS

When we receive a notice of claim, forms for filing Proof of Loss will be sent to you. If claim forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of the 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 the extent of the Loss for which claim is made.

TIME PAYMENT OF CLAIMS

Indemnities payable under the Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss. All claims shall be paid within 25 days following receipt by us of due Proof of Loss when acceptable Proof of Loss is filed electronically and 35 days for Proofs of Loss filed in a format other than electronic. If payment is not made within these timeframes, we will provide you with the reason(s) the claim is not payable or advise you of the additional information necessary to process the claim. Once such additional information is provided, the balance of the claim that is payable will be paid within 20 days of receipt of such additional information. Failure to pay within such time periods shall entitle you to interest at the rate of 1.5% per month from the date payment was due until final claims settlement or adjudication.

T001AD01.01MS (06/11)

**FOR NORTH CAROLINA RESIDENTS**

**Form T001TC01.01DOC - DEFINITIONS**

The DEFINITIONS Section is revised as follows:

The following is added to the definition of **Hospital**.

**Hospital** also means:

a. A place that is accredited as a **Hospital** by the Joint Commission on Accreditation of **Hospitals**, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).

b. A duly licensed State tax-supported institution, including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

**Form T001TC01.01DOC – GENERAL EXCLUSIONS**

The GENERAL EXCLUSIONS Section is revised as follows:

Exclusion 1.l. is deleted in its entirety and replaced with the following:

l. war, whether declared or not declared.

The following is added to the Pre-Existing Conditions exclusion:

Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

(a) the expiration of 12 consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition; or

(b) the expiration of 12 consecutive months, beginning with the effective date of coverage.

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

The CLAIMS PROVISIONS Section is revised as follows:

The following is added to Our Right to Recover and Subrogate from Others:

This provision does not apply to accident and sickness benefits.

The following Claims Provisions are added:

Claim Forms

Upon receipt of a notice of claim, we will furnish to you all forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements as

to proof of loss upon submitting, within the time fixed in the description of coverage for filing proofs of loss.

Time Payment of Claims

Amounts payable for any loss other than loss for which this Description of Coverage provides any period payment will be paid immediately upon receipt of due written proof of such loss.

This insurance is in excess of all other valid and collectible insurance or indemnity other than private passenger auto no-fault benefits or third party liability insurance. If at the time of the occurrence there is other valid and collectible insurance or indemnity in place, we shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible  
T001AD01.01NC (06/11)

**FOR NEBRASKA RESIDENTS**

**Form T001TC01.01DOC- GENERAL PROVISIONS**

The following changes applies to **GENERAL PROVISIONS**

The following CONCEALMENT OF FRAUD provision is deleted in its entirety and replaced with the following:

CONCEALMENT OF FRAUD. We do not provide coverage if, at the time of a loss, you intentionally conceal or misrepresent any material fact or circumstance relating to this coverage and such concealment or fraud contributes to the loss or otherwise deceives the Company to its Injury.

T001AD01.01NE (08/11)

**FOR NEVADA RESIDENTS**

**Form T001TC01.01DOC - DEFINITIONS**

The definition of Pre-Existing Condition is deleted in its entirety and replaced with the following:

**PRE-EXISTING CONDITION**

Pre-Existing Condition means a Sickness or Injury, regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received by you or your traveling companion during the six month period immediately preceding the effective date of this coverage. Pre Existing Condition does not include genetic information in the absence of a diagnosis of the condition related to such information.

**Form T001TC01.01DOC – GENERAL EXCLUSIONS**

Exclusion 1. c. is deleted in its entirety.

T001AD01.01NV (06/11)

**FOR OKLAHOMA RESIDENTS**

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

**Form T001DOC01NW, Policy Jacket**

The Description of Coverage is amended by the following:

Insurance coverage is provided under the terms and conditions as stated in the Description of Coverage, not according to the terms and conditions of the Master Policy.

**Form T001TC01.01DOC - RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE**

The **10 DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE** Provision is amended by the addition of the following:

If we do not return any premiums or money paid within 30 days from the date of cancellation we will pay you interest on the amount due.

The following is deleted in its entirety:

“When so returned, the Policy is void from the beginning.” And replaced by the following: “When so returned, the Policy is canceled from the beginning.”

**Form T001TC01.01DOC - DEFINITIONS**

The DEFINITIONS SECTION is amended as follows:

The term child, under the definition of FAMILY MEMBER includes an adopted child from the date the child is placed in your custody and or a child in your temporary care pursuant to an interlocutory decree issued under Title 10 of the Oklahoma statutes during the pendency of an adoption proceeding regardless of whether a final decree of adoption is ultimately issued. You must notify us within 31 days of obtaining custody if such custody is obtained after the effective date of this Policy.

**Form T001TC01.01DOC – GENERAL EXCLUSIONS**

The GENERAL EXCLUSIONS SECTION is amended as follows:

Exclusion 1 l. declared or undeclared war or any act of war; is deleted in its entirety.

Exclusion 1 c. is deleted in its entirety and replaced with the following:

c. you or your Traveling Companion being under the influence of a narcotic, unless prescribed by a Physician.

Exclusions 1 e, g, i, m, o, p, r, s, and t do not apply to Accidental Death and Dismemberment- Air Flight Accident,

Accidental Death and Dismemberment – Travel Accident, Medical and Dental Coverage.

**Form T001TC01.01DOC – GENERAL PROVISIONS**

The following are added to the GENERAL PROVISIONS Section:

**CONFORMITY TO STATUTES**

Any part of this Description of Coverage which conflicts with the State Laws of Oklahoma is changed to meet the minimum requirements of that law.

T001AD01.01OK (07/11)

**FOR SOUTH CAROLINA RESIDENTS**

**Form T001TC01.01DOC- GENERAL PROVISIONS**

The following is added to **GENERAL PROVISIONS**

The following CONFORMITY WITH STATE STATUTES provision is added to GENERAL PROVISIONS:

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

**Form T001TC01.01DOC - CLAIMS PROVISIONS**

The following changes applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

**Legal Actions**

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

The following is added to Proof of Loss: After our receipt of a properly executed proof of loss, loss payment for undisputed claims will be made within 30 business days.

The following is added to Physical Examination and Autopsy: The autopsy must be performed in South Carolina.

T001AD01.01SC (08/11)

**FOR TEXAS RESIDENTS**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Program Administrators toll-free telephone number for information or to make a complaint at:

(800) 541-3522

You may also write to the Program Administrator:

CSA Travel Protection  
P. O. Box 939057  
San Diego, CA 92193-9057

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Generali US Branch first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Generali Insurance Company para información o para someter una queja al:

(800) 541-3522

Usted también puede escribir al Administrador del Programa:

CSA Travel Protection  
P. O. Box 939057  
San Diego, CA 92193-9057

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse primero con el Administrador del Programa. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

T001AD01.02TX (08/11)

**Form T001TC01.01DOC- CLAIMS PROVISIONS**

The following changes applies to **CLAIMS PROVISIONS**

The Proof of Loss provision is deleted in its entirety and replaced with the following:

You have 91 days from the date of your loss to submit your claim to us, except as otherwise provided by law.

Within 15 business days after we receive notice of a claim we will:

- acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, we will make a record of the date, means, and content of the acknowledgement.)
- commence any investigation of the claim; and
- request from you all items, statements, and forms that We reasonably believe, at that time, will be required from you. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify you in writing of the acceptance or rejection of a claim no later than 15 business days after we receive all Proof of Loss required by us. If we reject the claim, we will tell you the reasons for the rejection. If we are unable to accept or reject the claim within 15 business days after we receive all Proof of Loss required, we will notify you within the 15 business-day period and tell you why we need additional time to investigate the claim. If we require additional time to investigate your claim, we will notify you if we accept or reject the claim no later than 45 business days after we request additional time to investigate the claim.

Except as otherwise provided, if we delay payment of a claim for more than 60 business days following receipt of all required Proof of Loss, we will pay the amount of

the claim plus 18 percent interest per year along with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

The Legal Action provision is deleted in its entirety and replaced with the following:

No legal action may be brought to recover on the Policy within 90 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

**Form T001TC01.01DOC- ELIGIBILITY AND EFFECTIVE DATES**

The **ELIGIBILITY AND EFFECTIVE DATES** Provision is amended as follows:

The following is added to When Coverage Ends:

4. Coverage will not end solely because a person becomes an elected official in Texas.

T001AD01.01TX (10/11)

**FOR VERMONT RESIDENTS**

**Form T001TC01.01DOC – GENERAL PROVISIONS:**

The following is added to the GENERAL PROVISIONS Section:

**CIVIL UNIONS:** This Description of Coverage provides benefits for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this Description of Coverage, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions designating:

- an Insured
- named Insured
- who is Insured
- who is a named Insured
- covered person(s)
- You and/or Your
- spouse
- Domestic Partner
- Family Member

and any other definitions and provisions designating an Insured under this Description of Coverage, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage

are used, to indicate parties to a civil union and their families under Vermont law.

**Form T001TC01.01DOC – CLAIMS PROVISIONS:**

The following is added to the CLAIMS PROVISIONS:

**Payment of Claims**

After claim settlement has been agreed upon by you and us, we will mail payment in the agreed amount to you and/or the Loss payee within 10 working days. Failure to pay within such period shall entitle you to interest at the rate of nine percent (9%) per annum at the expiration of each 4 weeks during the continuance of the period for which we are liable, provided that interest amounting to less than one dollar need not be paid. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

T001AD01.01VT (06/11)

**FOR WISCONSIN RESIDENTS**

**Form T001TC01.01DOC – CLAIMS PROVISIONS:**

The following changes apply to the CLAIMS PROVISIONS section:

The following is added to Proof of Loss: After our receipt of a properly executed proof of loss, loss payment will be made within 30 days.

The following sentence is added to the Our Right to Recover and Subrogate from Others provision:

Our ability to recover is limited to the amount remaining after you have been made whole, taking into account comparative negligence, for any such benefits paid to you.

T001AD01.01WI (06/11)

# Exhibit B

**CSA Claim #20016646-01 for Insured Oglevee**

From: claims@info.csatravelprotection.com

To: [REDACTED]

Date: Tuesday, March 24, 4:26 PM



PO Box 939057  
San Diego, CA 92193  
Tel: (800) 541-3522  
Fax: (877) 300-8670  
claims@csatravelprotection.com

Claims Correspondence

March 24, 2020

**MS REBECCA OGLEVEE**  
[REDACTED]

Claim Number: 20016646-01  
Policy Number: 19183W6934

Dear Ms Rebecca Oglevee and Vicki Fountain

CSA Travel Protection and Insurance Services represents Generali U.S. Branch as the administrator of the travel protection plan that was selected. We have completed our review of your claim for Trip Cancellation benefits.

According to the information provided, your trip was cancelled due to the Corona Virus. The plan purchased only provides benefits if your loss is due to a specific, listed event.

Unfortunately, since your cancellation was not due to a covered event, we are unable to provide any benefits for your claim. We regret to inform you that we were unable to be of service to you in this matter.

Please review your plan under the heading "TRIP CANCELLATION BENEFIT" for more information.

However, due to the difficult circumstances, we wish to make an accommodation and provide you a voucher for the full amount of the premium you paid to be applied to a future trip.

You do not need to call us, an email will be sent to the policyholder email address on file with all voucher information in the next few business days.

The Company fully reserves any and all rights and defenses available to it now and in the

future, and does not waive any such rights or defenses, whether arising under the policy or otherwise.

Sincerely,

Caitlin Strand  
Claims Department  
(800) 541-3522 Ext. 2194

20016646-01

These plans are administered by CSA Travel Protection and Insurance Services. Services are provided through CSA's designated providers. Travel Insurance is Underwritten by: Generali U.S. Branch, New York, New York; NAIC # 11231 (all states except as otherwise noted) under Policy/Certificate Form series T001. California is Underwritten by Generali Assicurazioni Generali S.P.A. (U.S. Branch), Colorado is Underwritten by Assicurazioni Generali - U.S. Branch, Oregon is Underwritten by Generali U.S. Branch DBA The General Insurance Company of Trieste & Venice, and Virginia is Underwritten by The Generali Insurance Company of Trieste and Venice - U.S. Branch.

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

REBECCA OGLEVEE, on behalf of herself and all others similarly situated,

(b) County of Residence of First Listed Plaintiff Allegheny (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Carlson Lynch, LLP 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 Phone: 412-322-9243

DEFENDANTS

GENERALI US BRANCH, and GENERALI GLOBAL ASSISTANCE, INC. d/b/a/ CSA TRAVEL PROTECTION

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes options for Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, and Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332 Brief description of cause: Class action related to COVID-19 travel insurance coverage

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 08/28/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Gary F. Lynch

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

JS 44A REVISED June, 2009  
IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA  
THIS CASE DESIGNATION SHEET MUST BE COMPLETED

**PART A**

This case belongs on the (  Erie  Johnstown  Pittsburgh) calendar.

1. **ERIE CALENDAR** - If cause of action arose in the counties of Crawford, Elk, Erie, Forest, McKean, Venang or Warren, OR any plaintiff or defendant resides in one of said counties.
2. **JOHNSTOWN CALENDAR** - If cause of action arose in the counties of Bedford, Blair, Cambria, Clearfield or Somerset OR any plaintiff or defendant resides in one of said counties.
3. Complete if on **ERIE CALENDAR**: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.
4. Complete if on **JOHNSTOWN CALENDAR**: I certify that the cause of action arose in \_\_\_\_\_ County and that the \_\_\_\_\_ resides in \_\_\_\_\_ County.

**PART B** (You are to check ONE of the following)

1.  This case is related to Number \_\_\_\_\_ . Short Caption \_\_\_\_\_
2.  This case is not related to a pending or terminated case.

**DEFINITIONS OF RELATED CASES:**

**CIVIL:** Civil cases are deemed related when a case filed relates to property included in another suit or involves the same issues of fact or it grows out of the same transactions as another suit or involves the validity or infringement of a patent involved in another suit

**EMINENT DOMAIN:** Cases in contiguous closely located groups and in common ownership groups which will lend themselves to consolidation for trial shall be deemed related.

**HABEAS CORPUS & CIVIL RIGHTS:** All habeas corpus petitions filed by the same individual shall be deemed related. All pro se Civil Rights actions by the same individual shall be deemed related.

**PART C**

**I. CIVIL CATEGORY** (Select the applicable category).

1.  Antitrust and Securities Act Cases
2.  Labor-Management Relations
3.  Habeas corpus
4.  Civil Rights
5.  Patent, Copyright, and Trademark
6.  Eminent Domain
7.  All other federal question cases
8.  All personal and property damage tort cases, including maritime, FELA, Jones Act, Motor vehicle, products liability, assault, defamation, malicious prosecution, and false arrest
9.  Insurance indemnity, contract and other diversity cases.
10.  Government Collection Cases (shall include HEW Student Loans (Education), V A Overpayment, Overpayment of Social Security, Enlistment Overpayment (Army, Navy, etc.), HUD Loans, GAO Loans (Misc. Types), Mortgage Foreclosures, SBA Loans, Civil Penalties and Coal Mine Penalty and Reclamation Fees.)

I certify that to the best of my knowledge the entries on this Case Designation Sheet are true and correct

/s/ Gary F. Lynch

Date: August 28, 2020

ATTORNEY AT LAW

NOTE: ALL SECTIONS OF BOTH FORMS MUST BE COMPLETED BEFORE CASE CAN BE PROCESSED.