# SUMMARY DESCRIPTION FOR GROUP TRAVEL POLICY NUMBER AAAME00219-1221 POLICYHOLDER: AAA Reading Berks

\*Insurance coverage is underwritten by BCS Insurance Company under Form No. 53.213 (0421).

Who is eligible for coverage? All active Primary and Associate AAA Members are eligible for the Travel Insurance benefits and assistance coverage (the Master Policy) as summarized in this Summary Description. Eligible Members do not need to purchase travel through the AAA Travel Agency to be entitled to Travel Insurance Benefits. Such persons for whom premium has been paid by AAA are considered *insured persons* under the Master Policy.

**SCHEDULE OF BENEFITS: Premier Members** 

Trip Interruption Coverage, Per Trip, Per Insured Person or Covered Traveler

\$1,500.00

For questions or to report a claim, contact the Plan Administrator at 800.390.4339.

# **DEFINITIONS**

Throughout this Summary Description, words and any form of the work appearing in italics are defined in this section.

Accident	An unexpected, unintended, unforeseeable event causing <i>injury</i> or death to <i>you</i> or a <i>covered traveler</i> , or causing damage to the <i>motor vehicle</i> or <i>rental car</i> which prevents the vehicle from being driven.
Accommodation	Temporary lodging in an establishment licensed to provide temporary lodging to paying guests.
Actual cash value	Purchase price less depreciation.
Baggage	The personal property <i>you</i> or a <i>covered traveler</i> take on the <i>trip</i> and the suitcases or other kinds of containers used to carry them.
Common carrier	A company that is licensed to carry passengers on land, water, or in the air for a fee, not including car rental companies.
Covered traveler	A person who is an <i>immediate family member</i> and is traveling with <i>you</i> .
Epidemic	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.
Family member	The AAA member's spouse, civil union partner or domestic partner, children and step-children (including children who are or are in the process of becoming adopted); parents and step-parents; siblings; grandparents and grandchildren; in-laws (mother, father, son, daughter, brother, sister).
Hospital	<ol> <li>A provider that is a short-term, acute, general hospital that:</li> <li>Is a duly licensed institution;</li> <li>In return for compensation from its patients, is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under supervision of physicians;</li> <li>Has organized departments of medicine and major surgery;</li> <li>Provides 24-hour nursing service by or under the supervision of registered graduate nurses; and</li> <li>Is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, place for the aged, place for the provision of rehabilitation care; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse; d) a place for the provision of hospice care; or e) a place for the treatment of pulmonary tuberculosis.</li> </ol>
Illness	A sickness, infirmity or disease that causes a loss that begins during a trip.
Immediate family member	The AAA member's spouse, civil union partner or domestic partner; children and step-children (including children who are in the process of becoming adopted) under the age of 21; parents, step-parents, siblings, grandparents, and grandchildren who reside with <i>you</i> .
Injury	Bodily injury caused by an <i>accident</i> occurring during a <i>trip</i> , and resulting directly and independently of all other causes in loss.
Insured person	<ol> <li>A person:</li> <li>Who is a member of an Eligible Class of persons as described in the Eligibility Class section of the Schedule of Benefits;</li> <li>For whom premium has been paid; and</li> <li>While covered under the policy.</li> </ol>

	An <i>insured person</i> may be Primary or Secondary. Primary <i>insured person</i> is a AAA member possessing the primary membership in a household. Secondary <i>insured person</i> is any AAA member possessing an Associate membership in a household.
Mechanical breakdown	A mechanical issue which prevents the vehicle from being driven. <i>Mechanical breakdown</i> does not include running out of gas, tire trouble, or failure to perform routine maintenance.
Medical escort	A professional person contracted by <i>our</i> medical team to accompany a seriously ill or <i>injured</i> person while they are being transported. A <i>medical escort</i> is trained to provide medical care to the person being transported. A friend or <i>family member</i> cannot be a <i>medical escort</i> .
Motor Vehicle	A self-propelled private passenger vehicle, or a towable trailer, which is a type both designed and required to be licensed for use on public roads. Motorcycles and recreational vehicles (such as motorhomes, campers, or similar) are included. The term <i>motor vehicle</i> does not include:  1. Trucks (except for pickup trucks and vans); 2. Motorbikes and all-terrain vehicles; 3. Off-road vehicles; 4. Vehicles that don't have to be licensed; 5. Vehicles that are used for commercial or livery purposes, including limousines; or 6. Other conveyances.
Natural disaster	An event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that:  1. Is due to natural causes; and  2. Results in widespread severe damage such that the area of damage is officially declared a disaster area and the area is deemed to be uninhabitable or dangerous.
Pandemic	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.
Personal effects	Items that are regularly worn or carried and can include keys, identification card, wallet, watch, clothing, and toiletries.
Physician	A licensed practitioner of the healing arts acting within the scope of their license. The attending physician may not be: (a) <i>you</i> ; (b) <i>your</i> spouse, civil union partner or domestic partner; (c) a person booked to accompany an <i>insured person</i> on a <i>trip</i> ; or (d) a person who is related to <i>you</i> , <i>your</i> spouse, civil union or domestic partner, child, parent, or sibling.
Policy territory	<ol> <li>For Trip Interruption, Vehicle Return, Stolen Baggage, and Baggage: Outside of a 50 mile radius from <i>your primary residence</i> but within the US, Mexico, and Canada.</li> <li>For all other coverages (including Emergency Medical Transportation, Repatriation of Remains, Travel Accident): Outside of a 50 mile radius from <i>your primary residence</i>, worldwide.</li> </ol>
Policyholder Primary residence	The organization to whom the policy was issued.  Your permanent and main home for legal and tax purposes. It does not include any
	secondary or vacation home or residence.
Rental car	<ul> <li>Motor vehicle that is rented by you and evidenced by a car rental agreement. The term rental car does not include:</li> <li>Motorcycles, motorbikes, and all-terrain vehicles;</li> <li>Trucks;</li> <li>Campers, trailers, and recreational vehicles;</li> <li>Off-road vehicles;</li> <li>Vehicles that don't have to be licensed;</li> </ul>

	<ul><li>6. Vehicles that are used for commercial or livery purposes, including limousines; or</li><li>7. Other conveyances.</li></ul>
Severe weather	<ol> <li>The local government or the National Weather Service issues an advisory against travel as a result of rain, snow, or wind; or</li> <li>A "state of emergency" due to weather is declared by the federal, state, or local government.</li> </ol>
Trip	A planned round-trip travel to and from a place of at least 50 miles from <i>your primary residence</i> . A <i>trip</i> does not include travel to receive health care or medical treatment of any kind, vehicle repairs, or commuting to and from work.
	A <i>trip</i> which:
	1. Does not exceed, and was not planned to exceed, 45 consecutive days.
	<ol><li>Was intended to include at least one overnight stay;</li></ol>
	3. For Vehicle Return: Is a driving trip taken by motor vehicle or rental car; and
	4. For all other coverages: Is a <i>trip</i> taken by <i>motor vehicle</i> , <i>rental car</i> , <i>common carrier</i> , or a combination of these.
We, Us, Our	BCS Insurance Company, including its authorized agents.
You or Your	The insured person.

# **DESCRIPTION OF COVERAGES**

In this section, we will describe the coverage which is included in the policy. We explain each type of coverage and the specific conditions that must be met for the coverage to apply.

# A. TRIP INTERRUPTION COVERAGE

Coverage applies to you and any covered traveler during each trip within the policy territory when you are traveling by motor vehicle, rental car, common carrier, or a combination of these. The coverage will provide reimbursement for out-of-pocket expenses incurred by you or a covered traveler up to the limit specified in the Schedule of Benefits for:

- i. The cost of additional accommodations and meal expenses; and (if applicable)
- ii. The cost of substitute transportation to continue the *trip*.

The following conditions apply:

- a. The expenses incurred must be due to an overnight interruption of the trip; and
- b. Only expenses incurred within the first 96 hours of the initial interrupiton of the *trip* are covered.

#### **Covered reasons:**

- 1. Vehicle disablement due to *mechanical breakdown* (excluding tire trouble), substantiated by garage or repair facility or rental car company report.
- 2. Accident involving motor vehicle or rental car, substantiated by a police report.
- 3. Theft of *motor vehicle* or *rental car*, substantiated by a police report.
- 4. *Illness, injury,* or death of *you,* a *covered traveler, your family member,* or adult with whom *you* reside who is not traveling with *you* (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

The following conditions apply:

- a. For interruptions due to *illness* or *injury* of *you* or a *covered traveler*, a *physician* must recommend that the person interrupt the *trip* due to the severity of the person's condition.
- b. For interruptions due to *illness* or *injury* of *your family member* or an adult with whom *you* reside who is not traveling with *you*, the *illness* or *injury* must be life threatening, require hospitalization, or he or she must require *your* care.
- c. You or a covered traveler must not have traveled against the orders or advice of any government or other public authority at any location to, from, or through which you or a covered traveler is traveling during the trip.
- 5. Natural disaster.
- 6. Severe weather.

**IMPORTANT:** Please refer to the Schedule of Benefits to confirm the applicable limit.

# **GENERAL EXCLUSIONS**

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

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

- 1. Alcohol or substance abuse or use, or conditions or physical complications related thereto;
- 2. War (whether declared or undeclared), acts of war, military duty, civil disorder, or unrest;
- 3. Participation in professional or amateur sporting events (including training);
- 4. All extreme, high risk sports including but not limited to: bodily contact sports, skydiving, hang gliding, bungee jumping, parachuting, mountain climbing, or any other high altitude activities, caving, heli-skiing, extreme skiing, or any skiing outside marked trails;
- 5. Scuba diving (unless accompanied by a dive master and not deeper than 130 feet);
- 6. Operating or learning to operate any aircraft as pilot or crew;
- 7. Nuclear reaction, radiation, or radioactive contamination;
- 8. An *epidemic* or *pandemic*, except when an *epidemic* or *pandemic* is expressly referenced in and covered under Trip Interruption or Emergency Transportation;
- 9. Pollution or threat of pollutant release;
- 10. Any unlawful acts committed by you or a covered traveler; or
- 11. Any expected or reasonably foreseeable events.

# **GENERAL PROVISIONS AND CONDITIONS**

This guide to benefits is not a policy or contract of insurance, but is *your* most complete source of information. Please be sure to keep it in a safe place.

All information in this document is subject to the terms and conditions of the Master Policy, a copy of which is in the possession of the *policyholder*. The terms and conditions of the Master Policy agree with the terms outlined in this guide to benefits. However, features and benefits are subject to change without notice.

You agree to use diligence in doing all things reasonably prudent to avoid or diminish any loss. The Plan Administrator will not unreasonably apply this provision to avoid claims hereunder.

#### **How to File a Claim**

Please gather the information below if *you* have a covered loss during *your trip* as it will be requested when *you* file a claim upon returning home. All claims must be reported to the Plan Administrator within 30 days from the date of loss or as soon after that date as is reasonably possible.

Once you report a claim, the service associate will set up a claim file for you and send you a claim form. You must send written proof of loss, including any required information necessary to support the claim, to the Plan Administrator within 90 days from the date of loss, or as soon after that date as reasonably possible, and in no event, except in the absence of legal capacity, later than one year from the time. For questions or to report a claim, contact the Plan Administrator at the phone number listed on the bottom of the first page.

#### **Entire Contract Changes**

The entire contract is made up of the policy, the Schedule of Benefits, and the *policyholder's* Application, and any attached riders and endorsements.

Any change to the policy must be: (1) made in writing; (2) signed by one of *our* officers; and (3) attached to the policy. No agent has authority to change the policy or waive any of its provisions. *Your* consent is not needed to change the policy.

#### Records

The *policyholder* must maintain adequate records acceptable to *us* and provide any information required by *us* relating to this insurance.

We will be permitted to examine and audit the records of the *policyholder* that relate to the policy at: (1) any time during the policy term; and (2) within two years after the expiration of the policy; or (3) until all claims have been settled or adjusted, whichever is later.

#### **Clerical Error**

If a clerical error is made, it will not affect *your* coverage. An error will not continue *your* coverage beyond the date coverage would end, if the error had not been made. After an error is found, *we* will take appropriate action. This may include adjusting, collecting, or refunding premium.

#### **Errors and Omissions**

Clerical error or omission by us to the policyholder will not:

- 1. Prevent an eligible individual from receiving coverage, if the eligible individual is entitled to coverage under the terms of the policy; or
- 2. Cause coverage to begin or coverage to continue for an individual when the coverage would not otherwise be effective.

If the policyholder gives us information about an individual that is incorrect, we will:

- 1. Use the facts to decide whether the individual meets the definition of an *insured person* and has coverage under the policy and in what amounts; and
- 2. Make a fair adjustment of the premium.

#### **New Entrants**

All individuals added to an Eligible Class shown in the Schedule of Benefits are eligible for insurance under the policy.

#### Representations

By accepting the policy, the *policyholder* agrees that:

- 1. The statements in Application made part of the policy are accurate and complete;
- 2. Those statements are based upon the representations by the policyholder; and
- 3. We have issued the policy in reliance upon the policyholder's representations.

We rely on statements made by the *policyholder* in the Application. If there is no fraud, the *policyholder's* statements: (a) are considered representations and not warranties and (b) will not be used to void the policy or reduce any claim. We will not contest the policy after it has been in effect for two years, except for fraud.

#### **False Claim**

If you make any claim knowing it to be false or fraudulent under any Coverage Part or Assistance Service, that Coverage Part or Assistance Service will no longer apply to you and your claims thereunder will be forfeited.

#### **Action against Company**

No action at law or in equity may be brought to recover under the policy until:

- 1. 60 days after we have been given written proof of loss in accordance with the requirements of the policy; and
- 2. All terms and conditions of the policy have been complied with.

#### **Conformity with State Statutes**

Any provision of the policy that, on its effective date, is in conflict with the laws and regulations of the state in which the policy was delivered is amended to conform to the minimum requirements of those laws and regulations.

#### **Due Diligence**

You must use due diligence and concur in doing all things reasonably practicable to avoid or diminish any loss or damage to the property insured hereunder. We will not unreasonably apply this provision to avoid claims.

#### Benefits Provided for *Insured Persons* and *Covered Travelers* Only

The insurance provided by the policy are solely for the benefit of the *insured persons* and *covered travelers*. No other person or entity will have any legal or equitable right, remedy or claim for coverages or damages under or arising from the policy.

#### No Benefit to Bailee

This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

#### **Subrogation**

If we become liable for any payment to you under the policy for losses suffered, we will be subrogated, to the extent of such payment, to all of your rights and remedies against any party with respect to such loss, and will be entitled at its own expense to sue in your name. You agree to assist us, as it may reasonably require, in preserving its right against those responsible for such loss, including but not limited to, executing all documents necessary to enable us to bring suit in your name.

### No Assignment without Consent

You may not assign or otherwise transfer any one or more rights, duties, obligations, claims, coverages, or benefits under this policy without *our* prior written consent. Any attempt to make such an assignment or transfer without *our* prior written consent will be null and void in all respects.

#### **Claim Forms**

We will furnish claim forms to you within 15 days of receipt of a notice of claim. If these forms are not furnished within 15 days, you will satisfy this requirement by sending us written proof of loss. This proof should include information sufficient to identify the applicable *insured person*, the policy number, and a description of both the occurrence and the nature and extent of the loss.

# **Time of Payment of Claims**

We will pay the claim after receipt of acceptable proof of loss. Claims will be paid in accordance with the payment of claims provision.

# **Payment of Claims**

All claims will be paid to you, if living; otherwise, to your estate.

Any payment made in good faith will discharge our liability to the extent of that payment.

# **Physical Examination**

We, at our own expense, have the right to have you examined as often as reasonably necessary while a claim is pending.

# BCS INSURANCE COMPANY (A Stock Company)

#### PENNSYLVANIA STATE AMENDMENT

The Travel Protection Insurance Policy and the Summary Description are amended as follows:

I. Travel Protection Insurance Policy and Summary Description, DEFINITIONS, the definition of Hospital is deleted in its entirety and replaced with the following:

# Hospital

# A facility that:

- 1. Is operated according to law and is licensed or approved by the responsible state agency;
- 2. Is primarily engaged in providing medical care and treatment of sick or *injured* people on an inpatient basis and for which a charge is made; and
- 3. Provides 24-hour nursing service by or under the supervision of registered nurses (R.N.'s).

#### A hospital does not include:

- 1. A nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- 2. A facility that is, other than incidentally, a clinic, rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- 3. Any military or veterans hospital or soldiers home or any hospital contracted for or operated by a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.
- II. **Travel Protection Insurance Policy, GENERAL PROVISIONS AND CONDITIONS,** Proof of Loss is deleted in its entirety and replaced with the following:

#### **Proof of Loss**

Written proof of loss must be given to *us* within 90 days of the date of loss. If it is not possible to give this proof of loss within the time required, *we* will not reduce or deny any coverages if the proof is given as soon as practicable. However, in no event, other than legal capacity, will proof be given more than one year after the date of loss.

We will, no later than the 15<sup>th</sup> business day after receipt of all of the items, statements and forms we requested as necessary to secure final proof of loss, deliver written notification to the *insured person* of:

- 1. Our acceptance of such claim; or
- 2. Our rejection of such claim, accompanied by the reason(s) for rejection.

If we are unable to accept or reject the claim within the time period specified above, we shall notify the insured person of the need for additional time, accompanied by the reason(s) for needing additional time, within 15 business days after receipt of the proof of loss. If the investigation remains incomplete, we will, within 30 days from the date of the initial notification and every 45 days thereafter, send to the insured person a letter

setting for the reason(s) additional time is needed for investigation and state when a decision on the claim may be expected.

If, however, we have a reasonable basis to believe the *insured person* has fraudulently caused or contributed to the loss by arson or other illegal activity, we shall provide written notification of its acceptance or rejection of the claim within a reasonable time for full investigation after receipt by us of a properly executed proof of loss.

III. **Summary Description, GENERAL PROVISIONS AND CONDITONS,** How to File a Claim is deleted in its entirety and replaced with the following:

#### How to File a Claim

Please gather the information below if *you* have a covered loss during your *trip* as it will be requested when *you* file a claim upon returning home. All claims must be reported to the Plan Administrator within 30 days from the date of loss or as soon after that date as is reasonably possible.

Written proof of loss must be given to *us* within 90 days of the date of loss. If it is not possible to give this proof of loss within the time required, *we* will not reduce or deny any coverages if the proof of loss is given as soon as practicable. However, in no event, other than legal capacity, will proof be given more than one year after the date of loss.

We will, no later than the 15<sup>th</sup> business day after receipt of all of the items, statements, and forms we requested as necessary to secure final proof of loss, deliver written notification to you of:

- 1. Our acceptance of such claim; or
- 2. *Our* rejection of such claim, accompanied by the reason(s) for rejection.

If we are unable to accept or reject the claim within the time period specified above, we will notify you of the need for additional time, accompanied by the reason(s) for needing additional time, within 15 business days after receipt of the proof of loss. If the investigation remains incomplete, we will, within 30 days from the date of the initial notification and every 45 days thereafter, send to you a letter setting forth the reason(s) additional time is needed for investigation and state when a decision on the claim may be expected.

If, however, we have a reasonable basis to believe you have fraudulently caused or contributed to the loss by arson or other illegal activity, we will provide written notification of its acceptance or rejection of the claim within a reasonable time for full investigation after receipt by us of a properly executed proof of loss.

IV. **Travel Protection Insurance Policy** and **Summary Description, GENERAL PROVISIONS AND CONDITIONS,** the following is added:

#### **Prejudgment Interest**

If awarded, prejudgment interest will be paid outside the limits of the policy.

There are no other changes to the policy or Summary Description.

**BCS Insurance Company** 

PRESIDENT

#### **ASSISTANCE SERVICES**

Services are available while on an 'eligible trip'.

Within the U.S. and Canada, call toll-free: 1. 800.390.4339 Outside the U.S., call collect: 1.804.281.5720

#### **24 HOUR TRAVEL ASSISTANCE**

If a Member needs help while traveling, AGA's assistance team is available 24 hours a day. Our services are here to make challenging situations a little easier.

This service provides access to such things as:

- Emergency message center
- Lost ticket and document replacement arrangements
- Lost baggage assistance
- Emergency airline and hotel reservation
- Legal referrals
- Money transfers, including emergency cash transfer arrangements
- Assistance translation services
- Prescription replacement arrangements
- Medical provider referrals, appointments and admission arrangements
- Medical case monitoring and liaison service
- Emergency medical transportation arrangements
- Emergency visitation arrangements

24 Hour Travel Assistance services are not financial benefits. Any costs associated with a service are paid by the Member.

#### **CONCIERGE SERVICE**

Our concierge services are designed to help make Members' travels more enjoyable. Our Concierge associates can assist a Member with many different requests such as:

- Destination information
  - Including highlights and sights, shopping, museums, local cultural events, exhibitions, shows and festivals, airports, mass transportation, ATM locations, weather forecasts, local customs and duty requirements, current exchange rates, local visa and passport requirements
- Travel referrals and reservations
  - Including hotels, bed & breakfasts, flights, rental cars, limo & car services, restaurants
- Restaurant and spa recommendations and services
- Event tickets
  - Including sporting events, concerts, theater arrangements
- Health club information, referrals and reservations
- Tour information
- Gift basket and floral delivery
- Business services
- Golf tee times and reservations (subject to availability), golf referrals, and information

Concierge services are not financial benefits. Any costs associated with a service are paid by the Member.