# Summary Description for Group Travel Policy Number AAAME00260 Policyholder: AAA Washington

\*Insurance coverage is underwritten by BCS Insurance Company under a Form No. Policy 53.203 (0115). Allianz Global Assistance is the licensed producer and administrator for this plan.

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.

Benefits (BENEFITS MAY VARY BASED ON MEMBERSHIP LEVEL)		
	Trip Interruption, Per Trip, Per Insured Person or Covered Traveler	\$1500

# TRIP INTERRUPTION

# When/Where/To Whom Coverage Applies

Coverage applies to the Insured Person and any Covered Traveler during each Eligible Trip within the Policy Territory, up to the limit specified in the Schedule of Benefits, when the Insured Person is either a driver or passenger in the Motor Vehicle or Rental Car used for the Eligible Trip.

#### What is Covered

The Company will provide benefits for Trip Interruption due to the following events:

- 1. Vehicle disablement due to Mechanical Breakdown (excluding tire trouble), substantiated by garage or repair facility or rental car company report:
- 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 the Insured Person, Covered Traveler, or Insured Person's Family Member or adult with whom the Insured Person resides who is not traveling with the Insured Person;
- 5. Natural Disaster; or
- Severe Weather.

The benefit will provide reimbursement for out of pocket expenses incurred by the Insured Person or Covered Traveler up to the limit specified in the Schedule of Benefits for:

- 1. The cost of additional Accommodations and meal expenses; AND (if applicable),
- 2. The cost of substitute transportation to continue the Eligible Trip.

# **Conditions of Coverage**

The following conditions apply to this coverage part:

- 1. Overnight interruption of the Eligible Trip is required.
- 2. If the Trip Interruption is due to Illness or Injury of the Insured Person or Covered Traveler, a Physician must recommend that the person interrupt the Eliqible Trip due to the severity of the person's condition.
- 3. If the Trip Interruption is due to Illness, Injury or death of the Insured Person's Family Member or an adult with whom the Insured Person resides who is not traveling with the Insured Person, the Illness or Injury must be life threatening, require hospitalization, or he or she must require the Insured Person's care.

# **Limitations of Coverage**

Only expenses incurred in the first ninety-six (96) hours from the initial interruption of the Eligible Trip are covered.

#### **EXCLUSIONS**

Coverage is not provided for any loss that results directly or indirectly from any of the following:

- 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. Epidemic:
- 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**

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. Allianz Global Assistance 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 Covered Travel as it will be requested when you file a claim upon returning home. All claims must be reported to Allianz Global Assistance 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 Allianz Global Assistance 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.

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 2 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 rights 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 of Coverages.** Your coverages under the Policy may not be assigned or transferred by You, and any rights which may arise under the Policy (including any claims made, or which may be made) may not be assigned or transferred by You either by operation of law or by contract, without Our prior written consent. Assignment or transfer by You of the coverages under the Policy without such prior written consent will void all coverage as to the assignor/transferor and assignee/transferee under the Policy.

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.

#### **DEFINITIONS**

**Accident** – means an unexpected, unintended, unforeseeable event causing Injury or death to You or a Covered Traveler; or causing damage to the Motor Vehicle or Rental Car which prevents the vehicle from being driven.

Accommodations - means temporary lodging in an establishment licensed to provide temporary lodging to paying guests.

Actual Cash Value – means purchase price less depreciation.

**Baggage** – means the personal property You or a Covered Traveler take on the Eligible Trip and the suitcases or other kinds of containers used to carry them.

Common Carrier – means 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 – means a person who is an Immediate Family Member and is traveling with You.

# **Eligible Trip** – means a Trip which:

- Does not exceed, and was not planned to exceed, 45 consecutive days;
- Was intended to include at least one overnight stay;
- 3. For Trip Interruption, Vehicle Return, Stolen Baggage/Personal Effects, and Baggage: Is a driving Trip taken by Motor Vehicle or Rental Car; and
- 4. For all other coverages (including Emergency Medical Transportation, Repatriation of Remains, Travel Accident): Is a Trip taken by Motor Vehicle, Rental Car, Common Carrier, or a combination of these.

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

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

Illness – means a sickness, infirmity or disease that causes a loss that begins during an Eligible Trip.

**Immediate Family Member** – means 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) under the age of 21; parents, step-parents, siblings, grandparents, and grandchildren who reside with You.

**Injury** – means bodily injury caused by an Accident occurring during an Eligible Trip, and resulting directly and independently of all other causes in loss.

#### **Insured Person** – means a person:

- 1. Who is a member of an Eligible Class of persons as described in the Eligibility Class section of the Schedule of Benefits;
- 2. For whom premium has been paid; and
- 3. While covered under the Policy.

An Insured Person may be Primary or Secondary. Primary Insured Person is a AAA member possessing the primary membership in a household. Secondary Insured Person is any AAA member possessing an Associate membership in a household.

**Mechanical Breakdown** – means a mechanical issue which prevents the vehicle from being driven. Mechanical Breakdown does not include running out of gas, tire trouble or failure to perform routine maintenance.

**Medical Escort** – means a professional person contracted by Our medical team to accompany a seriously ill or injured person while they are being transported. A Medical Escort is trained to provide medical care to the person being transported. A friend or Family Member cannot be a Medical Escort.

**Motor Vehicle** – means a self-propelled private passenger vehicle which is a type both designed and required to be licensed for use on public roads. The term Motor Vehicle does not include:

- Motorcycles (except as noted below);
- 2. Trucks (except for pickup trucks and vans);
- 3. Trailers:
- 4. Motorbikes and all-terrain vehicles;
- Off-road vehicles:
- 6. Vehicles that don't have to be licensed;
- 7. Vehicles that are used for commercial or livery purposes, including limousines; or
- 8. Other conveyances.

If Your AAA membership explicitly includes motorcycles, then motorcycles are included in the term Motor Vehicle in that situation.

Natural Disaster – means 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.

Personal Effects – means items that are regularly worn or carried and can include keys, identification card, wallet, watch, clothing and toiletries.

**Physician** – means a licensed practitioner of the healing arts acting within the scope of their license. The attending physician may not be: (a) an Insured Person; (b) an Insured Person's spouse, civil union partner or domestic partner; (c) a person booked to accompany an Insured Person on an Eligible Trip; or (d) a person who is related to an Insured Person, an Insured Person's spouse, civil union partner or domestic partner, child, parent, or sibling.

# Policy Territory - means

- 1. For Trip Interruption, Vehicle Return, Stolen Baggage, and Baggage: Outside of a 100 mile radius from Your Primary Residence but within the US, Mexico and Canada.
- For all other coverages (including Emergency Medical Transportation, Repatriation of Remains, Travel Accident): Outside of a 100 mile radius from Your Primary Residence, worldwide.

Policyholder – means the organization to whom the Policy was issued.

Primary Residence – means Your permanent and main home for legal and tax purposes. It does not include any secondary or vacation home or residence.

**Rental Car** – means Motor Vehicle that is rented by You and evidenced by a car rental agreement. The term Rental Car does not include:

- 1. Motorcycles, Motorbikes and all-terrain vehicles;
- Trucks;
- 3. Campers, trailers and recreational vehicles;
- 4. Off-road vehicles:
- 5. Vehicles that don't have to be licensed;
- 6. Vehicles that are used for commercial or livery purposes, including limousines; or
- 7. Other conveyances.

# Severe Weather - means

1. The local government or the National Weather Service issues an advisory against travel as a result of rain, snow or wind; or

2. A "state of emergency" due to weather is declared by the federal, state or local government.

**Trip** – means a planned round-trip travel to and from a place at least 100 miles from Your Primary Residence. A trip does not include travel to receive health care or medical treatment of any kind, vehicle repairs, or commuting to and from work.

We, Us, Our – means, or refers to, BCS Insurance Company, including its authorized agents.

You, Your, Yours – means, or refers to, the Insured Person.

# **BCS INSURANCE COMPANY**

(A Stock Company)

# Washington

#### **State Amendment**

The Summary Description is amended as follows:

I. **EXCLUSIONS**, the introductory statement is replaced by the following:

Coverage is not provided for any loss caused by or resulting from any of the following:

II. GENERAL PROVISIONS section, the Action against Company provision is replaced by the following:

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.

However, if an action is brought against Us under the Insurance Fair Conduct Act, then 20 days prior to filing such an action, We and the Office of the Insurance Commissioner must be provided written notice of the basis for the cause of action. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested. We and the Insurance Commissioner will be deemed to have received the notice 3 days after mailing.

III. **GENERAL PROVISIONS** section, the Subrogation provision is replaced by the following:

**Subrogation.** If We become liable for any payment to You under this 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 Our own expense to sue in Your name. You agrees to assist Us, as it may reasonably require, in preserving its rights against those responsible for such loss, including but not limited to, executing all documents necessary to enable Us to bring suit in Your name.

Our right of subrogation is secondary to Your right to be fully compensated for Your damages. Our right of subrogation will not exceed the amount of Your payment.

IV. GENERAL PROVISIONS section, the Time of Payments of Claims provision is replaced by the following:

**Time of Payment of Claims.** The Company will pay the claim within 15 days after receipt of acceptable proof of loss. Claims will be paid in accordance with the payment of claims provision.

There are no other changes or revisions made by this amendment to the form to which this is attached.

**BCS Insurance Company** 

HFBLALLAM, II