# elan<sup></sup>

### TRAVEL CARD COMMON CARRIER INSURANCE

### WORLDWIDE AUTOMATIC COMMON CARRIER TRAVEL ACCIDENT INSURANCE

NOTICE FOR FLORIDA RESIDENTS ONLY: THE BENEFITS OF THE POLICY PROVIDING YOUR COVERAGE ARE GOVERNED PRIMARILY BY THE LAW OF A STATE OTHER THAN FLORIDA.

This is your Description of Coverage – keep it in a safe place with your other insurance documents.

#### **DESCRIPTION OF COVERAGE**

#### THE PROGRAM

As an Elan Financial Services (Elan) Travel Cardholder\*, you, your spouse, your dependent children and any Authorized Users of the account; or as an Authorized Traveler\* on an Elan Central Travel System (CTS) account, you ("Insured Person(s)"), will be automatically insured traveling worldwide while on the business of the Designated Organization, against an accidental Injury that is the sole cause of loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any Common Carrier, if you charge the entire cost of the Common Carrier passenger fare(s), less redeemable certificates, vouchers or coupons, to your Elan Travel account or an Elan CTS account (each an "Account").

Frequent flyer and non-revenue Common Carrier passenger fares must be redeemed by 1) the Travel Cardholder; or 2) an authorized agent of the Designated Organization for use by a Travel Cardholder or Authorized Traveler of the Designated Organization.

"Common Carrier" means any land, water, or air conveyance operated under a license for the transportation of Passengers for hire. Common Carrier does not include any conveyance that is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

"Designated Organization" means the legal entity that has a travel card account issued by Elan for the expenses of its employees and other persons.

"While on the business of the Designated Organization" means while on assignment by or at the direction of the Designated Organization for the purpose of furthering the business of the Designated Organization, but does not include any period of time:

1) while you are working at your regular place of employment; 2) during the course of everyday travel to and from work; 3) during an authorized leave of absence or vacation.

Coverage begins on the following: 1) if the entire cost of the Common Carrier passenger fare is charged to the Account at the airport, terminal or station immediately before departure on the Common Carrier, coverage begins at the time such charge is made; or 2) if the entire cost of the Common Carrier passenger fare is charged to the Account prior to departure for the airport, terminal or station and transportation to the airport, terminal or station is provided by other than a Public Conveyance, coverage begins upon arrival at the airport, terminal or station immediately preceding departure of the Common Carrier: or 3) if the entire cost of the Common Carrier passenger fare is charged to the Account prior to departure for the airport, terminal or station, and transportation to the airport, terminal or station is provided by a Public Conveyance, coverage begins while riding as a passenger in, entering or exiting any such Public Conveyance, but only while traveling directly to the airport, terminal or station, immediately preceding departure of the Common Carrier. "Public Conveyance" means any land only Common Carrier, including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge.

Coverage ends on the following: 1) if traveling from the airport, terminal or station on a Public Conveyance, coverage ends when alighting from any Public Conveyance after departing from the airport, terminal or station immediately after arrival on the Common Carrier; or 2) if traveling from the airport, terminal or station using other than a Public Conveyance, coverage ends when departing from the airport, terminal, or station immediately after arrival on the Common Carrier.

#### ELIGIBILITY

This Common Carrier travel accident insurance coverage is provided to you, an Elan Travel Cardholder or Authorized Traveler on an Elan Central Travel System (CTS) account, automatically when the entire cost of the Common Carrier passenger fare(s) is charged to the Account while this insurance is effective. It is not necessary for you to notify Elan, the Program Administrator, or the Company when Common Carrier tickets are purchased.

#### THE COST

This travel insurance program is provided at no additional cost to Elan Travel Cardholders or Authorized Travelers on an Elan Central Travel System (CTS) account.

#### BENEFICIARY

The loss of life benefit is paid to the beneficiary designated by the Insured Person. If no such designation has been made, or if no beneficiary is living on the date of the Insured Person's death, that benefit will be paid to the first surviving beneficiary in the following order: a) the Insured Person's spouse; b) the Insured Person's children; c) the Insured Person's parents; d) the Insured Person's brothers and sisters; or e) the Insured Person's estate. All other indemnities will be paid to the Insured Person. If you desire a specific beneficiary other than as designated above, notify the Program Administrator, at the address below. The beneficiary designation supersedes any previous notification you may have made.

#### THE BENEFITS

The full Benefit Amount is payable for accidental loss of life, two hands or two feet, sight of both eyes, one hand and one foot, one hand or one foot and sight of one eye, speech and hearing in both ears or any combination thereof. "Injury" means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Insured Person is covered under the Policy.<sup>1</sup> One half of the Benefit Amount is payable for accidental loss of: one hand, one foot, sight of one eye, speech or hearing in both ears. One guarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand. "Loss" means, with respect to a hand, complete severance through or above the metacarpophalangeal knuckle joints of at least four fingers on the same hand, with respect to thumb and index finger, complete severance through or above the metacarpophalangeal knuckle joints of both fingers on the same hand, with respect to a foot, complete severance through or above the ankle joint: with respect to eve, total and irrecoverable loss of the entire sight in that eye; with respect to hearing in an ear, total and irrecoverable loss of the entire ability to hear in that ear; with respect to speech, total and irrecoverable loss of the entire ability to speak. The Company will consider it a loss of hand or foot or thumb and index finger of the same hand even if they are later reattached. "Benefit Amount" means the maximum amount applicable at the time the entire cost of the passenger fare is charged to the Account. The loss must occur within one year of the accident that caused the Injury.<sup>2</sup> If the Insured Person has multiple losses as the result of one accident, the Company will pay the single largest Benefit applicable to the losses incurred. In no event will duplicate request forms or

multiple charge cards obligate the Company in excess of the stated Benefit Amounts for any one loss sustained by any one individual Insured Person as the result of any one accident.

**Note:** Maximum benefits for any one single accident are limited to a \$50,000,000 aggregate for all Insured Persons of Elan combined under the Policy. Benefits will be paid to each Insured Person on a proportionate basis up to this aggregate limit of liability.

#### EXCLUSIONS

This insurance does not cover any loss caused by or resulting from intentionally self-inflicted Injury; suicide or attempted suicide, whether sane or insane<sup>3</sup>; war or act of war, declared or not; Injury sustained while riding on any aircraft except a Civil or Public Aircraft or Military Transport Aircraft; Injury sustained while riding on any aircraft a) as a pilot, crewmember or student pilot or b) as a flight instructor or examiner; sickness or disease; infections of any kind regardless of how contracted, except bacterial infections that are directly caused by an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition<sup>4</sup>; or the Insured Person's commission of or attempt to commit a felony<sup>5</sup>.

#### EFFECTIVE AND TERMINATION DATE

Your insurance under this program is effective on the date you become an Insured Person. Your insurance under this program will cease on the earliest of: 1) the date the insurance policy is terminated; 2) the date the Account ceases to be in good standing; or 3) the date you cease to be an Insured Person.

Your spouse, dependent children and any Authorized Users' insurance under this program is effective on the later of: 1) the date your insurance begins; or 2) the date the person becomes eligible. Your spouse, dependent children and any Authorized Users' insurance ends on the earlier of: 1) the date your insurance under this program ceases; or 2) the date the person is no longer eligible.

#### FILING CLAIMS FOR BENEFITS

To file a claim under this program, written notice must be delivered to the Plan Administrator at the address below within 20 days after an Insured Person's loss occurs:

#### Robinson International Incorporated 208 South LaSalle Street Chicago, Illinois 60604

The Plan Administrator will provide you with instructions and forms for filing proof of loss. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements 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. Written proof of loss must be given to the Company within 90 days after the occurrence of any covered loss, or as soon thereafter as is reasonably possible.

#### TIME OF PAYMENT OF CLAIMS

Benefits payable under the Policy will be paid immediately upon the Company's receipt of due written proof of the loss.

#### PHYSICAL EXAMINATION AND AUTOPSY

The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

#### LEGAL ACTIONS

No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.<sup>6</sup>

#### INSURANCE PROVIDER

Please read this Description of Coverage and keep it in a safe place with your other insurance documents. This Description of Coverage is not a contract of insurance but is simply an informative statement to each eligible Cardholder or Authorized Traveler of the principal provisions of the insurance. Complete provisions pertaining to this program of insurance, including limitations and exclusions, are contained in Policy Number SRG 9102411 issued and underwritten by National Union Fire Insurance Company of Pittsburgh, Pa. (the "Company"), with offices in New York, NY. If a conflict exists between a statement in this Description of Coverage and any provisions in the Policy, the Policy will govern.

#### QUESTIONS

If you have any questions regarding this Common Carrier Travel Accident Insurance program, write the Program Administrator:

#### Robinson International Incorporated 208 South LaSalle Street Chicago, Illinois 60604

#### REPLACEMENT OF PRIOR COVERAGE

This Description of Coverage replaces any and all Descriptions of Coverage previously issued with respect to the insurance described herein

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- \* "Cardholder" means an individual who has been issued a Travel credit/ debit card account by Elan. "Authorized Traveler" means an individual traveling at the request of the Designated Organization, whose ticket is charged to an Elan Central Travel System account established by Elan. Other eligible persons include a Cardholder's legal spouse; unmarried children who are primarily dependent on the Cardholder for maintenance and support and who are under the age of 19, or up to age 23 if classified as a full-time student at an accredited institution of higher learning; and Authorized Users (fellow employees of the Designated Organization traveling at the request of such organization whose tickets are charged to the Cardholder's Account).
- <sup>1</sup> For Illinois & Vermont residents, the definition of Injury will read: "Injury" means bodily injury resulting directly from an accident which occurs while the Insured Person is covered under the Policy.
- <sup>2</sup> For Pennsylvania residents, the one year time frame does not apply to Accidental Death
- <sup>3</sup> Missouri residents: suicide or attempted suicide, while sane.
- <sup>4</sup> For Illinois residents: infections, except infections which occur as a result of accidental injury independent and in the absence of any underlying sickness, disease or condition.

For Missouri residents: infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning, accidental ingestion of contaminated substances or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition.

- <sup>5</sup> For Vermont residents: the felony exclusion does not apply.
- <sup>6</sup> For Florida residents, the last sentence of Legal Actions will read: No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished

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