

**SIRIUSPOINT AMERICA INSURANCE COMPANY**  
**One World Trade Center**  
**285 Fulton Street, 47<sup>th</sup> Floor**  
**New York, NY 10007**

**INSURANCE COMPANY NAME CHANGE ENDORSEMENT**

This Endorsement is made part of the Policy/Certificate to which it is attached. It is subject to all provisions, terms, conditions, and definitions of the Policy/Certificate unless otherwise stated in this Endorsement and should be kept with your Policy/Certificate.

The Endorsement is effective on the date issued unless otherwise stated.

The name of SIRIUS AMERICA INSURANCE COMPANY was changed to SIRIUSPOINT AMERICA INSURANCE COMPANY effective on July 8, 2021, in its state of domicile of New York.

The following changes are made to your Policy, Certificate, Application, Enrollment Form, and any applicable Endorsements, Amendments and Riders:

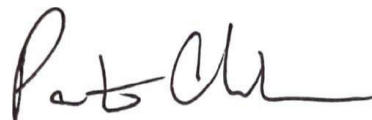
- All references to "Sirius America Insurance Company" are changed to "SiriusPoint America Insurance Company".
- Any address references are changed to reflect the current business address of SiriusPoint America Insurance Company.

The following change is made to the Policy and any applicable Endorsements, Amendments and Riders:

- The officer signatures are changed to:



Kevin B. Grzelak  
Chief Financial Officer



Patrick Charles  
President

All other terms, conditions or benefits remain unchanged.

Signed for SiriusPoint America Insurance Company



Patrick Charles  
President

## INDIVIDUAL TRAVEL PROTECTION POLICY

This Insurance Policy describes all the travel insurance benefits underwritten by Sirius America Insurance Company herein referred to as the “Company” or as “We”, “Us” or “Our”. The insurance benefits vary from program to program. Please refer to the Schedule of Benefits, which provides the Insured, also referred to as “You” or “Your”, with specific information about the Policy purchased. You should contact iTravelInsured immediately if You believe any information on Your Schedule of Benefits is incorrect.

This Insurance Policy is issued in consideration of the purchase transaction and payment of any premium due. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid in direct proportion of the actual amount paid to the required premium due.

All premium is refundable only during the ten (10) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If you depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase. This Policy will not provide benefits for events that occur prior to Your purchase of coverage.

The following officers of Sirius America Insurance Company witness this Policy.



Min Huang-Li  
Vice President, Financial Reporting  
and Chief Financial Officer



Robert P. Kuehn  
President

**TABLE OF CONTENTS**

Schedule of Benefits ..... 3

Benefits ..... 4

    Accidental Death and Dismemberment (AD&D) – Common Carrier ..... 4

    Emergency Accident and Sickness Medical Expense ..... 5

Definitions ..... 5

General Exclusions and Limitations ..... 9

Coverage Provisions ..... 11

Claim Provisions ..... 11

General Provisions ..... 13

## SCHEDULE OF BENEFITS

Any sub-limit values listed below a Maximum Benefit are included in the Maximum Benefit Amount, and any amounts paid under a sub-limit will reduce the Maximum Benefit amount available under each Coverage.

COVERAGES	MAXIMUM BENEFIT PER PERSON
Accidental Death & Dismemberment – Common Carrier Maximum Benefit	\$25,000
Emergency Accident and Sickness Medical Expense Maximum Benefit Dental Expenses Hazardous Sports Extreme Sports Adventure Sports Organized Sports	\$250,000 \$1,000 \$5,000 \$5,000 \$50,000 \$50,000

SA-ITI-19-1100-AH

## BENEFITS

No benefit is intended to duplicate any other benefit or coverage provided under this Policy. Should there be any inadvertent duplication of benefit or coverage in this document, We will pay the benefit providing the largest amount of benefit or coverage.

### ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) – COMMON CARRIER

We will pay the percentage indicated in the Table of Losses below, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You sustain an Injury caused by an Accident occurring during Your Trip. The Accident must occur while riding as a passenger in or on, boarding or alighting from, any public conveyance provided by a Common Carrier. The Accident must result in a Loss shown in the Table of Losses below. The Loss must occur within the one hundred eighty (180) days after the date of the Injury causing the Loss.

TABLE OF LOSSES

Loss of:	Percentage of Maximum Benefit Amount Payable:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%

Loss of hand or foot means actual complete severance through and above the wrist or ankle joints as a result of a Covered Accident.

Loss of sight eyes or eye means an entire and irrecoverable loss of sight as a result of a Covered Accident.

Any loss must be certified as permanent with no reasonable expectation of recovery by a Physician. If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

#### Exposure and Disappearance

We will pay benefits for covered Losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The Loss must occur within one hundred eighty (180) days after the event that caused the exposure.

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found within

three hundred sixty-five (365) days from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered a Loss of life.

### **EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE**

Benefits will be paid for Your covered reasonable and necessary Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

1. covered Medical Expenses will only be payable at the Usual and Customary level of charges;
2. benefits will be payable only for covered Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip; and
3. Medical Expenses to be considered are only those incurred by You during Your Trip. Medical Expenses incurred after You return from Your Trip are not covered.

We will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Plan Assistance Provider will coordinate advance payment to a Hospital, up to the Maximum Benefit Amount shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital because of a covered Injury or Sickness.

Sickness or Injury due to Adventure Sports, Extreme Sports, Hazardous Sports or Organized Sports are subject to the sub-limit listed in the Schedule of Benefits.

### **DEFINITIONS**

**Accident** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; child care service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Child Caregiver** means an individual providing basic childcare service needs for Your minor child(ren) under the age of eighteen (18) while You are on the Trip without the minor child(ren).

**Common Carrier** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire.

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications

of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**Covered Accident** means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

**Domestic Partner** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least twelve (12) months:

- (1) resides with You;
- (2) shares financial assets and obligations with You;
- (3) is not related by blood to You to a degree of closeness that would prohibit legal marriage; and
- (4) neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

**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, to be research or experimental or that is not recognized as a generally accepted medical practice.

**Eligible Person** means a resident of the United States of America.

**Family Member** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, parent (adoptive, foster, step or in-law), son or daughter (adopted, foster, step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**Final Payment** means Your last Payment(s) or Deposit(s) for any element of Your Trip made to Your Travel Supplier, Your Common Carrier, the organization, or provider with whom You are booking Your Trip which results in a 'paid in full' or 'zero balance due' status.

**Hazardous Sports** means skydiving or Parachuting; hang gliding; bungee cord jumping; spelunking or caving; white or black water rafting (Grades 3-4); extreme skiing, skiing outside marked trails or heli-skiing; and snowmobiling without a tour or guide.

**Home** means Your or Your Traveling Companion's primary place of residence.

**Home Country** means a country or territory where Your Home is located.

**Hospital** means:

- (1) A place which is licensed or recognized as a general hospital by the proper authority of the state or country in which it is located;
- (2) A place operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty, and with a laboratory and X-ray facility;

(3) A place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or

(4) Other than a residence, a place where treatment in a Hyperbaric chamber can be received.

Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**Hospitalized** means admitted to a Hospital for a period of at least twenty-four (24) hours, or where the patient is charged by the Hospital for a minimum of one (1) day of inpatient charges.

**Initial Deposit** means Your first Payment(s) or Deposit(s) for any element of Your Trip made to Your Travel Supplier, Your Common Carrier, or the organization or provider with whom You are booking Your Trip.

**Injury** means bodily harm caused by an Accident that: (1) occurs while Your coverage is in effect under the Policy; and (2) required examination and treatment by a Physician. The Injury must be the direct cause of loss, must be independent of all other causes and must not be caused by, or result from, Sickness.

**Insured** means a person who is booked to travel on a Trip, elects to purchase the Policy, and for whom the required premium is paid; also referred to as “You” and “Your”.

**Intoxicated** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident, or under the influence of any controlled substance (unless taken exactly as administered or prescribed by a Physician).

**Intramural Sports** means Recreational Sports organized within a school. Matches or games are conducted between members of the same school (as opposed to varsity teams who compete with other schools). Activities for intramural sport participants are conducted separately from interscholastic athletics. Often these programs are administered by students themselves under the supervision of a faculty sponsor or intramural coordinator.

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions. The participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. It includes the practice or training for the competition, and the travel to or from such practice or competition, both while under the direct and immediate supervision of an employee of the educational institution. Participation in intramural and club sports are not considered Interscholastic Sports provided the sport is not exercised as high-performance sport practicing and competing more than ten (10) hours per week.

**Maximum Benefit Amount** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**Medical Expenses** means the reasonable and necessary expenses incurred only for the following:

(1) Medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prosthetics, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for examination and treatment.



- (2) Hospital or ambulatory medical-surgical center services (including expenses for cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended by Your attending Physician and approved by Us or Our Plan Assistance Provider as a substitute for a hospital room for recovery from Your Injury or Sickness).
- (3) Local Transportation Expense to and/or from a Hospital;
- (4) Emergency dental treatment.

**Medically Necessary** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

**Medical Treatment** means examination and treatment by a Physician.

**Organized Sports** means Intramural Sports, Interscholastic Sports.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Certificate. Coverage under this Certificate shall be secondary to coverage under all Other Insurance except where prohibited by law.

**Payments or Deposits** means the cash, check or credit card amounts actually paid or used for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**Physician** means a person licensed as a medical doctor in the jurisdiction where the services are rendered, or a Christian Science Practitioner who is: (a) not You, a Traveling Companion or a Family Member, and (b) practicing within the scope of his or her license.

**Plan Assistance Provider** means International Medical Group.

**Policy Effective Date** means the date and time Your coverage first begins, as indicated in Coverage Provisions: When Coverage Begins.

**Pre-existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Policy Effective Date of Your coverage for which You:

- (1) received a test, examination, or Medical Treatment;
- (2) received a recommendation for a test, examination, or Medical Treatment; or
- (3) took or received a prescription for drugs or medicine.

Item (2) above 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 sixty (60) day period before Your coverage is effective under this Policy.

**Pre-paid** means Payments or Deposits paid by You for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Pre-paid.

**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 of origin or the original final destination of Your Trip.

**Sickness** means an illness or disease of the body that: (1) requires the examination and treatment by a Physician, and (2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Policy Effective Date of Your coverage is not a Sickness as defined herein and is not covered by this Policy.

**Time Sensitive Period** means:

For initial Policy purchase:

within twenty- one (21) days of the date Your Initial Deposit for Your Trip is received.

For subsequent arrangements:

within twenty-one (21) days of payment for any subsequent pre-paid, nonrefundable arrangements added to Your Trip.

**Transportation Expense** means the cost of Medically Necessary conveyance and personnel, including Usual and Customary charges for required medical services and supplies.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier for Your Trip.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Travel Supplier** means any entity organization that coordinates or supplies travel services for You.

**Trip** means a scheduled trip for which coverage is elected and the premium is paid. Travel must take you one hundred (100) miles or more away from Your Home.

**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

## GENERAL EXCLUSIONS AND LIMITATIONS

Benefits are not payable for any loss due to, arising or resulting from:

1. a Pre-existing Condition, as defined in the Policy. The exclusion for Pre-existing Conditions will be waived provided: (a) Your premium for this Policy is received within the Time Sensitive Period; and (b) You and Your Traveling Companion are medically able to travel at the time Your premium is paid.
2. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;

4. participating in maneuvers or training exercises of an armed service or police force of any country;
5. riding or driving in races, or speed or endurance competitions or events;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. being Intoxicated;
8. the commission of, or attempt to commit, a felony or being engaged in an illegal occupation;
9. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth, or voluntarily induced abortion;
10. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
11. a loss or damage caused by detention, confiscation or destruction by customs officials;
12. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
13. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;
14. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to refund money due to You, or to provide the bargained-for Travel Arrangements (for reasons other than those listed in Trip Cancellation and Trip Interruption);
15. a mental, nervous or psychological disorder (including the treatment of such condition, unless Hospitalized for that condition while the Policy is in effect for You);
16. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Policy is not in effect for You;
17. curtailment or delayed return for reasons other than the covered events listed in the offered Coverages;
18. services not shown as covered;
19. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination;
20. traveling against the advice of a Physician and any loss occurring during such a Trip;
21. operation of any motor vehicle outside of the proper license required, laws or regulations in the area in which the motor vehicle is being operated;
22. Covered Expenses incurred in Your Home Country.

## COVERAGE PROVISIONS

### Who is Eligible for Coverage:

An Eligible Person who is booked to travel on an eligible Trip. Eligibility for purchase of this Policy could be reviewed at the time of claim.

### When Coverage Begins:

All coverages: Coverage begins when You depart on the first Travel Arrangement, or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination, for Your Trip. This is Your effective date and time for all other coverages.

### When Coverage Ends:

All coverages: Your coverage automatically ends on the earlier of:

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

### Extension of Coverage:

Emergency Accident and Sickness Medical Expense: If You are Hospitalized beyond Your Scheduled Return Date, this coverage will be extended to the earlier of:

1. When All Benefits payable have been depleted/exhausted;
2. You are released from the medical facility and have been ordered/approved by a Physician to be transported or return Home; or
3. Thirty (30) days.

All other coverages under the Policy will be extended if Your entire Trip is covered by the Policy and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will finally end on the earlier of the date You reach Your originally scheduled return destination, or ten (10) days after the Scheduled Return Date.

## CLAIM PROVISIONS

### Your Duties in the Event of a Loss:

Emergency Accident and Sickness Medical Expenses: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment. Submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

**Where to Report a Claim:**

IMG iTravelInsured Claims

Online: [www.imglobal.com](http://www.imglobal.com)

Mail: P.O. Box 3231, Farmington Hills, MI 48333-3231, USA

Telephone: 1-866-243-7524 or 1-317-655-9798

E-mail: [iTravelClaims@imglobal.com](mailto:iTravelClaims@imglobal.com)

Fax: 1-317-927-6882

iTravelInsured will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, iTravelInsured may, at its discretion, require original documentation to be sent.

**Notice of Claim:** Notice of all claim(s) must be reported to Us within thirty (30) days after a loss occurs, or as soon as reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, International Medical Group forms for filing Proof of Loss will be furnished. If these forms are not sent within fifteen (15) days, the Proof of Loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

**Proof of Loss:** Proof of Loss must be provided within ninety (90) days after the date of the loss or as soon as reasonably possible. Proof must, however, be furnished no later than twelve (12) months from the time it is otherwise required, except in the absence of legal capacity.

**Physical Examination and Autopsy:** We, at Our expense, may have You or Your property examined when, and as often as is reasonable and relevant, while the claim is in process. We may have an autopsy done where it is not forbidden by law.

**Reduction in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

**Payment of Claims:** Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving beneficiaries:

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly (if both are living) or the surviving parent (if only one survives You);
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed by You. At Our option, We may choose to pay all benefits, or a portion of benefits, directly to the provider whom supplied services to You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits,

We will honor the assignment that is on record with Us. We are not responsible for the validity of any assignment of benefits.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the Policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for loss property will be paid after the lapse of reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to Us.

**Time of Payment of Claims:** All claims shall be paid within thirty (30) days following Our receipt of due Proof of Loss. Failure to pay within such period shall entitle the You interest at the rate of six percent (6.0%) per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar (\$1.00) need not be paid. You or Your assignee shall be notified by Us or Our designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

**Legal Actions:** No legal action for a claim can be brought against Us until sixty (60) days after We receive proof of loss. No legal action for a claim can be brought against Us more than three (3) years after the time required for giving proof of loss. This three (3) year time period is extended from the date proof of loss is filed or the date the claim is denied (in whole or in part), whichever is later.

**Right to Recover and Subrogate from Others:** We have the right to recover any payments We have made from anyone who was found liable for a wrongful act or omission that caused the loss necessitating benefit payment, 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

**Premium Payment:** Coverage is not effective unless all premium has been paid to iTravelInsured prior to a date of loss or insured occurrence.

**Controlling Law:** The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which You reside on or after the effective date of this Policy.

**Governing Jurisdiction:** The insurance regulatory agency and courts of the jurisdiction in which You reside shall have jurisdiction over the individual insurance coverage.

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be void if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment

based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

**Other Insurance with Us:** You may be covered under only one travel insurance Policy with Us for each Trip. If You are covered under more than one such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premium paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Changes to the Entire Contract:** The Policy, Confirmation of Coverage, Declarations, Schedule of Benefits, any application and attachments, addendums, amendments represent the entire contract of coverage. No agent may change it in any way. Only an officer of Our company can approve a change. Any such change must be shown in this Policy or its attachments.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by or to anyone else.

**Economic or Trade Sanctions:** Any payment(s) under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including but not limited to, sanctions, laws and regulations administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, You may consult the OFAC internet website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/).

**Benefit to Bailee:** This insurance will, in no way, inure directly or indirectly to the benefit of any carrier or other bailee.

**Termination of This Policy:** Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

## INDIVIDUAL TRAVEL PROTECTION POLICY

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All premium is refundable only during the ten (10) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If you depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase. This Policy will not provide benefits for events that occur prior to Your purchase of coverage.

The following officers of Sirius America Insurance Company witness this Policy.



Min Huang-Li  
Vice President, Financial Reporting  
and Chief Financial Officer



Robert P. Kuehn  
President



**TABLE OF CONTENTS**

Schedule of Benefits ..... 3

Benefits ..... 4

    Trip Cancellation ..... 4

    Trip Interruption ..... 8

    Travel Delay..... 12

    Medical Evacuation..... 13

    Repatriation of Remains ..... 14

    Political or Personal Security Evacuation..... 14

    Natural Disaster Evacuation..... 16

    Search and Rescue ..... 17

    Baggage Damage or Loss ..... 18

    Baggage Delay ..... 19

    Sports Equipment Rental ..... 20

Definitions ..... 20

General Exclusions and Limitations ..... 266

Coverage Provisions ..... 277

Claim Provisions ..... 28

General Provisions ..... 311

## SCHEDULE OF BENEFITS

Any sub-limit values listed below a Maximum Benefit are included in the Maximum Benefit Amount, and any amounts paid under a sub-limit will reduce the Maximum Benefit amount available under each Coverage.

COVERAGES	MAXIMUM BENEFIT PER PERSON
Trip Cancellation Maximum Benefit	100% of Trip Cost
Trip Interruption Maximum Benefit	125% of Trip Cost
Travel Delay Maximum Benefit Maximum Benefit Per Day	\$5,000 \$250
Medical Evacuation Maximum Benefit	\$1,000,000
Repatriation of Remains Maximum Benefit	\$1,000,000
Political or Personal Security Evacuation Maximum Benefit	\$150,000
Natural Disaster Evacuation Maximum Benefit	\$150,000
Search & Rescue Maximum Benefit	\$50,000
Baggage Damage or Loss Maximum Benefit Per Article Limit	\$3,000 \$250
Baggage Delay Maximum Benefit Maximum Benefit Per Day	\$750 \$100
Sporting Equipment Rental Maximum Benefit	\$5,000

SA-ITI-19-1100-PC

## **BENEFITS**

No benefit is intended to duplicate any other benefit or coverage provided under this Policy. Should there be any inadvertent duplication of benefit or coverage in this document, We will pay the benefit providing the largest amount of benefit or coverage.

### **TRIP CANCELLATION**

If You cancel Your Trip prior to departure due to one of the covered Unforeseen reasons listed below, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the amount of unused, non-refundable, prepaid Payments or Deposits for the Travel Arrangements You purchased for Your Trip.

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the additional single supplement cost You must pay as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is cancelled for one of the covered Unforeseen reasons listed below and You do not cancel Your Trip.

If You cancel due to a covered Unforeseen reason, and You used frequent traveler awards, such as frequent flier miles or hotel rewards, for any part of Your Trip, We will reimburse You for the fees You pay up to the Maximum Benefit Amount listed in the Schedule of Benefits to re-deposit those miles or rewards in Your account.

If You cancel or reschedule Your Trip due to a covered Unforeseen reason, We will reimburse You up to the sub-limit listed in the Schedule of Benefits for the reissue fee paid to the airline to change Your tickets. You must have covered the entire non-refundable, prepaid cost of Your Trip including the airfare.

If You cancel or reschedule Your Trip due to a covered Unforeseen reason, We will reimburse You up to the sub-limit listed in the Schedule of Benefits for the reissue fee paid to the airline to change Your tickets. You must have covered the entire non-refundable, prepaid cost of Your Trip including the airfare.

Payable benefit amounts are reduced by any refunds or reimbursements to which You are entitled from any Travel Supplier, whether You requested reimbursement or not. In no event shall the amount reimbursed under this benefit exceed the lesser of the prepaid Payments or Deposits made for Your Travel Arrangements or the Maximum Benefit Amount shown in the Schedule of Benefits.

Cancellation must be due to one of the following Unforeseen reasons that occurs after the purchase of this Policy and while this coverage is in effect for You:

1. Your or, a Family Member's or, a Traveling Companion's or, a Traveling Companion's Family Member's or, a Business Partner's or, Your Outfitter or Guide's death that occurs prior to departure on Your Trip; Losses due to the death of Your Outfitter or Guide are only covered if no substitute is available

Your or, a Family Member's or, a Traveling Companion's or, a Traveling Companion's Family Member's or, a Business Partner's or, Your Outfitter or Guide's covered Sickness or Injury that: (a) occurs before departure on Your Trip; (b) requires the in-person Medical Treatment by a Physician at the time of cancellation; and (c) as certified by a Physician prior to

cancellation, results in medical restrictions so disabling as to cause You to cancel Your Trip. The Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause you to assume daily management of the business. Loss due to the Sickness or Injury of Your Outfitter or Guide are only covered if no substitute is available;

2. the following other Unforeseen reasons which occur to You or Your Traveling Companion provided such events occur while this coverage is in effect:
  - (a) Complications of Pregnancy, as verified by medical records, provided the pregnancy begins after this coverage is in effect;
  - (b) the death or hospitalization of Your Host at Your Destination with whom You and/or Your Traveling Companion will be staying during Your Trip;
  - (c) Strike that causes complete cessation of services for at least six (6) hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel, preventing You or Your Traveling Companion from reaching Your destination;
  - (d) inclement weather that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
  - (e) mechanical breakdown of the Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's flight for at least six (6) consecutive hours, preventing You or Your Traveling Companion from reaching Your destination;
  - (f) Natural Disaster that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel, preventing You or Your Traveling Companion from reaching Your destination;
  - (g) a government-mandated shutdown of an airport, air traffic control system, cruise port or train station for at least six (6) consecutive hours due to a Natural Disaster or a Terrorist Incident that affects Your or Your Traveling Companion's ability to travel on the Trip. Benefits are not available if alternate arrangements or a substitute route is available;
  - (h) the airport terminal from which You or Your Traveling Companion are scheduled to fly is closed due to a documented security breach occurring within twelve (12) hours of Your or Your Traveling Companion's arrival at the terminal or while You or Your Traveling Companion are physically at the terminal;
  - (i) Bankruptcy or Default of the airline, cruise line, tour operator or other travel provider. The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline

- in order to get to the intended destination. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
- (j) being directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);
  - (k) You or, Your Traveling Companion or Your Host at Your Destination being called into emergency service to provide aid or relief for a Natural Disaster or Terrorist Incident as part of military, police or fire personnel duties;
  - (l) Your or Your Traveling Companion's Home is made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary within thirty (30) days of departure;
  - (m) Your booked accommodations at Your Trip destination are made Uninhabitable by a Natural Disaster occurring after this coverage is in effect for the greater of: 1) four (4) days; or 2) fifty percent (50%) of Your scheduled Trip duration. We will only pay benefits for this coverage for losses occurring within thirty (30) days of the event making Your destination accommodations Uninhabitable. This coverage applies only if Your Policy was purchased within the Time Sensitive Period. No benefits are payable if a storm which triggers a weather warning was named and documented in the media prior to this coverage being in effect;
  - (n) mandatory evacuation ordered by local government authorities, or public evacuation notices, recommendations or advertisements in geographic areas where government authorities will not under any circumstance issue a mandatory evacuation order to its residents, at Your Trip destination due to a Natural Disaster or inclement weather. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
  - (o) interruption of road service or road closure due to inclement weather or Natural Disaster occurring after this coverage is in effect prohibiting arrival, or causing a delay in arrival, to the scheduled Trip destination for at least six (6) hours;
  - (p) closure of at least fifty percent (50%) of Trails or slopes at the destination due to insufficient snow, Natural Disaster or severe weather or Trail conditions. Benefits are only available if the Ski resort has snow makers and is more than nine hundred (900) meters above sea level, or if the Ski resort does not have snowmakers and is more than one thousand four hundred (1,400) meters above sea level. This coverage is only available for Trips that take place between the dates of December 1 and April 15 for ski resorts in the northern hemisphere, or between May 1 and September 30 for ski resorts in the southern hemisphere;
  - (q) Your or Your Traveling Companion's Trip departure city or destination city is under a hurricane warning issued by the NOAA National Hurricane Center within twenty-four (24) hours of Your Scheduled Departure Date. No benefits are payable if the storm which triggers a hurricane warning was named prior to this coverage being in effect;
  - (r) the Center for Disease Control and Prevention issues a warning after this coverage is in effect stating that travel should be avoided to the destination country or region on the Trip itinerary for a period between the Trip's Scheduled Departure Date and

Scheduled Return Date. No benefits are payable for a warning that occurs in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less;

- (s) the U.S. State Department issues a Level four (4) Travel Advisory and/or Travel Alert for the Trip destination, after this coverage is in effect and for a period of time that would include Your Trip. This does not include flight connections or other transportation arrangements to reach Your destination;
- (t) being hijacked, Quarantined, required to serve on a jury, or served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers). Notice must be received after this coverage is in effect;
- (u) a documented theft of passports, visas or travel documents that are unable to be reissued by local agents (must be substantiated by a police report);
- (v) receiving a court-issued notice to attend an Adoption Proceeding or child custody hearing, provided attendance is not a condition of employment, and provided the person being adopted or whose custody is being considered is not You, Your Traveling Companion or Your current Family Member. The date of the scheduled Adoption Proceeding or custody hearing must be announced after this coverage is in effect, and must be scheduled for a date that falls during Your scheduled Trip dates;
- (w) filing for legal separation or divorce, or being legally separated or divorced, after this coverage is in effect. You must cancel Your Trip within twenty-one (21) days of the separation, divorce or filing of;
- (x) the U.S. government or local government issues a hunting or fishing activity restriction after Your Effective Date at Your destination that prohibits Your planned hunting or fishing activity which was the sole or primary purpose for Your Trip. Such restrictions include but are not limited to: a government closure of the reserve, a ban on hunting or fishing, or the hunting or fishing activity being declared illegal;
- (y) a Terrorist Incident that occurs within thirty (30) days of the Trip's Scheduled Departure Date in a city listed on the Trip itinerary. For benefits to be payable, there must not have been a Terrorist Incident in the city in the sixty (60) days prior to the purchase of the Policy. Benefits are not available if the Travel Supplier offers a substitute itinerary. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
- (z) Your or Your Traveling Companion's required participation in a scholastic sporting, theatrical, or musical event on a date that falls during Your scheduled Trip, provided the date was announced after Your Effective Date. Your or Your Traveling Companion's required participation must be documented in writing by a school representative;
- (aa) a weather delay at the sporting competition or event to which You are specifically traveling more than one hundred (100) miles from Your Home causing the sporting

competition to be cancelled or rescheduled to a date when You are not scheduled to be at the location;

- (bb) involuntary employment termination or layoff. Notification of the termination or layoff must occur thirty (30) days or more after this coverage is in effect. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;
- (cc) a transfer of employment of two hundred fifty (250) miles or more that requires the relocation of Your or Your Traveling Companion's Home. Notification of the transfer must occur within thirty (30) days of the Scheduled Departure Date of Your Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;
- (dd) revocation of previously granted military leave. Official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
- (ee) being required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;
- (ff) being unable to participate in diving, skiing, a competition, a performance, an activity or volunteer or mission program during the scheduled travel dates due to Sickness or Injury that occurred after this coverage is in effect, requires the in-person Medical Treatment of a Physician, and in the written opinion of that Physician, prevents continued participation in such activities;
- (gg) Your sporting competition, performance, volunteer or mission program, concert, entertainment event or festival which was the sole or primary purpose for Your Trip is rescheduled or cancelled.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier as soon as possible in the event of a cancellation and claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier within seventy-two (72) hours of the need to cancel.

### **TRIP INTERRUPTION**

If You must start Your Trip later than scheduled or are unable to complete Your Trip due to one of the covered Unforeseen reasons listed below, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the following:

1. unused, prepaid, nonrefundable Payments or Deposits You paid for Your Travel Arrangements insured under this Policy;

2. plus one of the following transportation expenses:
  - (a) the Additional Transportation Cost to reach Your scheduled destination if Your departure is delayed and You leave on Your Trip after Your Scheduled Departure Date and time; or
  - (b) the Additional Transportation Cost for You to reach the final return destination of Your Trip; or
  - (c) the Additional Transportation Cost for You to rejoin Your Trip in progress from the point where You interrupted Your Trip.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the additional single supplement cost You pay as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is interrupted for one of the covered Unforeseen reasons listed below and You do not interrupt Your Trip.

If You interrupt Your Trip for a covered Unforeseen reason, We will also reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the amount of Your unused, nonrefundable payments for the following: shore excursions, theater, concert or event tickets/fees, sightseeing expenses, lift tickets, golf/green fees or sporting equipment rentals and lessons. Benefits are payable provided such arrangements are made and paid for while You are on Your Trip, and are scheduled to be used prior to the Scheduled Return Date of Your Trip.

In no event shall the amount reimbursed for this benefit exceed the lesser of the prepaid Payments or Deposits made for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

Trip Interruption must be due to one of the following Unforeseen reasons that occurs while this coverage is in effect for You:

1. Your, a Family Member's, a Traveling Companion's, a Traveling Companion's Family Member's, or a Business Partner's or, Your Outfitter or Guide's death that occurs after departure on Your Trip. Losses due to the death of Your Outfitter or Guide are only covered if no substitute is available;
2. Your, a Family Member's, a Traveling Companion's, a Traveling Companion's Family Member's, a Business Partner's or, Your Outfitter or Guide's covered Sickness or Injury that:
  - (a) occurs while this coverage is in effect;
  - (b) requires the in-person Medical Treatment by a Physician at the time of interruption; and
  - (c) as certified by a Physician prior to interruption, results in medical restrictions so disabling as to prevent Your continued participation on the Trip. Loss due to the Sickness or Injury of Your Outfitter or Guide are only covered if no substitute is available;
3. the following other Unforeseen reasons which occur to You or Your Traveling Companion provided such circumstances occur while this coverage is in effect:
  - (a) the death or hospitalization of Your Host at Your Destination with whom You and/or Your Traveling Companion are staying with during Your Trip;



- (b) Strike that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
- (c) inclement weather that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
- (d) mechanical breakdown of the Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's flight for at least six (6) consecutive hours preventing You or Your Traveling Companion from reaching Your destination;
- (e) a government-mandated shutdown of an airport, air traffic control system, cruise port or train station during the Trip for at least six (6) consecutive hours due to a Natural Disaster or a Terrorist Incident that affects Your or Your Traveling Companion's ability to continue travelling on the Trip. Benefits are not available if alternate arrangements or a substitute route is available;
- (f) Bankruptcy or Default of the airline, cruise line, tour operator or other travel provider. The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur while on Your Trip and more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
- (g) being directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);
- (h) You or, Your Traveling Companion or Your Host at Your Destination being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident as part of military, police or fire personnel duties;
- (i) Your or Your Traveling Companion's Home is made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary;
- (j) Trip destination accommodations are made Uninhabitable by a Natural Disaster occurring during Your Trip for the greater of: 1) four (4) days; or 2) fifty percent (50%) of Your scheduled Trip duration. We will only pay benefits for this coverage for losses occurring within thirty (30) days of the event making Your destination accommodations Uninhabitable. This coverage applies only if Your Policy was purchased within the Time Sensitive Period. No benefits are payable if a storm which triggers a weather warning was named and documented in the media prior to this coverage being in effect;
- (k) mandatory evacuation ordered by local government authorities, or public evacuation notices, recommendations or advertisements in geographic areas where government

authorities will not under any circumstance issue a mandatory evacuation order to its residents, at Your Trip destination due to a Natural Disaster or inclement weather. You must have four (4) days or fifty percent (50%) or less of Your Trip length remaining at the time the mandatory evacuation ends to interrupt Your Trip. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;

- (l) Your or Your Traveling Companion's Trip departure city or destination city is issued a hurricane warning by the NOAA National Hurricane Center. Coverage for this reason is only available fourteen (14) days or more following the Policy purchase date;
- (m) the Center for Disease Control and Prevention issues a warning during Your Trip that travel should be avoided to the destination country or region on the Trip itinerary. No benefits are payable for a warning that occurs in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less;
- (n) the U.S. State Department issues a Level four (4) Travel Advisory and/or Travel Alert for the Trip destination while on Your Trip. This does not include flight connections or other transportation arrangements to reach Your destination;
- (o) being hijacked, Quarantined, required to serve on a jury during the Trip dates, or served with a court order to appear as a witness in legal action during the Trip in which You or Your Traveling Companion is not a party (except law enforcement officers). Notice must be received while on Your Trip;
- (p) a documented theft of passports, visas or travel documents that are unable to be reissued by local agents (must be substantiated by a police report);
- (q) receiving a court-issued notice to attend an Adoption Proceeding or child custody hearing, provided attendance is not a condition of employment, and provided the person being adopted is not You, Your Traveling Companion or Your current Family Member. The date of the scheduled Adoption Proceeding or custody hearing must be announced during Your Trip, and must be fixed on a date that falls within the scheduled Trip dates;
- (r) the U.S. government or local government issues a hunting or fishing activity restriction after Your Effective Date at Your destination that prohibits Your planned hunting or fishing activity which was the sole or primary purpose for Your Trip. Such restrictions include but are not limited to: a government closure of the reserve, a ban on hunting or fishing, or the hunting or fishing activity being declared illegal;
- (s) a Terrorist Incident that occurs in a city listed on the Trip's itinerary. In order for benefits to be payable, there must not have been a Terrorist Incident in the city in the thirty (30) days prior to Your purchase of the Policy. No benefits are payable for Terrorist Incidents that occur in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less. Benefits are not available if the Travel Supplier offers a substitute route/itinerary. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
- (t) involuntary employment termination or layoff. Notification of the termination or layoff must occur during the Trip. Employment must have been with the same

employer for at least one (1) continuous year, including the date this Policy was purchased. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;

- (u) revocation of previously granted military leave. Official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided;
- (v) being required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;
- (w) Your or Your Traveling Companion's employer is either a merging with another company or is being acquired by another company, requiring Your or Your Traveling Companion's direct involvement during the Trip dates. You or Your Traveling Companion must be an active, full-time employee and cannot be a company owner or partner;
- (x) Your or Your Traveling Companion's place of employment is rendered unsuitable for business or company operations during Your Trip due to fire, flood, other Natural Disaster, Bankruptcy or Default, vandalism, or burglary, requiring You or Your Traveling Companion to work as a result.

## **TRAVEL DELAY**

If You are delayed for six (6) hours or more while en route to, during, or returning from Your Trip, due to a covered Travel Delay Event listed below, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the costs You pay for reasonable and necessary accommodations, meals, telephone calls and local transportation while You are delayed. When presenting a claim for these benefits, You must provide written confirmation of the reason for delay, including but not limited to, the scheduled departure and return dates and times, and the actual departure and return dates and times.

For this benefit, a covered Travel Delay event shall mean:

- (a) any officially documented delay of Your Common Carrier;
- (b) a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report);
- (c) Your or Your Traveling Companion's lost or stolen passport(s), visa(s) or travel documents (must be substantiated by a police report);
- (d) Quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- (e) a road closure due to severe weather or local transportation authority preventing You from getting to the point of departure for Your Trip (must be substantiated by the department of transportation, state police, etc.);
- (f) Your Sickness or Injury, or the Sickness, Injury or death of Your Traveling Companion;

- (g) You are unable to secure an assigned seat as a ticketed passenger on a flight (not including voluntarily giving up Your seat on an overbooked flight).

## **MEDICAL EVACUATION**

We will pay this benefit, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the covered expenses listed below, incurred by You, subject to the following:

- (1) Covered Expenses will only be payable at the Usual and Customary level of payment; and
- (2) Benefits will be payable only for Covered Expenses listed below resulting from a Sickness or an Injury that occurs while on Your Trip.

For this benefit, Covered Expenses shall mean:

- (a) expenses incurred by You for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when You are critically ill or injured, and no suitable local care is available, subject to Our prior approval or that of Our Plan Assistance Provider.
- (b) expenses incurred for non-emergency repatriation, including medically appropriate transportation and medical care en route, to a Hospital or to Your Home, when deemed medically necessary by the attending physician, subject to Our prior approval or that of Our Plan Assistance Provider. In lieu of returning to Your Home, You may opt to be returned to a different city in Your Home Country if proper care for Your condition is not available in Your Home city.
- (c) expenses for transportation (not to exceed the cost of one round-trip economy-class air fare, to the place of hospitalization), and expenses for reasonable hotel accommodations, meals, telephone calls and local transportation for one (1) person chosen by You, up to the sub-limit in the Schedule of Benefits, provided that You are traveling alone, with a minor, or with a person incapable of providing support, and are Hospitalized, or if Your Physician expects You to be Hospitalized, for seven (7) days or longer.
- (d) expenses for transportation (not to exceed the cost of a one-way economy-class air fare) to Your Home, including escort expenses, if You are under the age of eighteen (18) and are left unattended due to the death or hospitalization of Your accompanying adult(s), subject to Our prior approval or that of Our Plan Assistance Provider;
- (e) expenses for Transportation (not to exceed the cost of one round-trip economy-class air fare, to return Your Traveling Companion to their Home if You are Hospitalized, or if Your Physician expects You to be Hospitalized, for seven (7) days or longer.

Transportation expenses for items (a) and (b) above include, but are not limited to, Usual and Customary charges for land transportation, air transportation, commercial stretcher, medical escort, non-medical escort, air ambulance, and helicopter transfer provided such transportation has been pre-approved and arranged by Us or Our Plan Assistance Provider. In the event the Medical Evacuation services are not arranged by the Plan Assistance Provider, We may elect to evaluate the need for the Medical Evacuation and provide limited reimbursement for the portion of the expenses that would have been authorized by the Plan Assistance Provider had they initiated the Medical Evacuation.

## **REPATRIATION OF REMAINS**

We will pay benefits for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount in the Schedule of Benefits, to return Your body to Your Home city if You die during Your Trip.

For this benefit, covered Repatriation Expenses means: embalming, local cremation, minimally necessary casket for transport and air transportation of Your remains, and other expenses required to comply with local laws or regulations to arrange transport of Your remains. All Repatriation Expenses must be approved in advance by Us or Our Plan Assistance Provider. In the event the Repatriation of Remains services are not arranged by the Plan Assistance Provider, We may elect to provide limited reimbursement for the portion of the expenses that would have been authorized by the Plan Assistance Provider had they initiated the repatriation.

Alternatively, if chosen by Your estate in lieu of covered Repatriation Expenses, We will reimburse benefits for an equivalent amount paid for a local burial in the country where the death occurred if You die while outside of Your Home Country.

## **POLITICAL OR PERSONAL SECURITY EVACUATION**

If You experience a Political or Personal Security Event as defined while on Your Trip outside of Your Home Country, We will arrange and pay for the reasonable and necessary expense of moving and transporting You from an international airport or other safe departure point designated by Our Plan Assistance Provider to the nearest safe and acceptable location, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Benefits are only provided if Our Plan Assistance Provider arranges or coordinates Your evacuation including the means, methods and timing. Arrangements will be made by the most appropriate and economical means available and consistent with Your health and safety. The event which causes Your need to be evacuated must occur while You are on Your Trip, and You must notify Us as soon as possible of Your request to be evacuated.

### **Specific waiver of liability for Political or Security Evacuation**

If You request this benefit, You understand the following:

1. We and any affiliated party offering this Policy plan, do not accept any liability from the evacuation situation.
2. You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive any and all liability to Us or any evacuation team, company, entity and/or volunteer. This includes liability for injuries, stress, death, disablement, sickness or any claims, reason or cause whatsoever from any efforts to reach You, assist You, or respond in any way to Your evacuation. This is regardless of whether the evacuation was ever initiated, cancelled, delayed, or misdirected.
3. If any part of this is held invalid, it does not invalidate the other parts of any other parties' waivers.

Neither We nor Our Plan Assistance Provider will be responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service

is: 1) prohibited by U.S. law, local law, or regulatory agencies; or 2) requested from any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the Office of Foreign Asset Controls.

If evacuation becomes impractical due to hostile or dangerous conditions, Our Plan Assistance Provider will maintain contact with You and advise You until evacuation becomes viable or until the Political or Personal Security Event has abated or passed.

As a part of this benefit, Our Plan Assistance Provider will coordinate and/or arrange Your ground transportation to the designated international airport or other safe departure point.

Following an evacuation due to a covered Political or Personal Security Event, and when safety allows, We will also pay for one-way Economy Transportation to return You to either the country of your Trip destination or Your Home Country, at Your election. This benefit is only available if not covered elsewhere in the Policy.

For this coverage, a covered Political or Personal Security Event shall mean:

1. civil and/or military uprising, insurrection, war, revolution or another similar situation which:  
(a) in Our or Our Plan Assistance Provider's opinion constitutes a breakdown of law and order which significantly threatens Your physical safety, or (b) in the opinion of the recognized government of the Home Country or the country of your Trip destination, immediate evacuation is advised;
2. You are expelled or declared "persona non grata" on the written authority of the recognized government of the country of your Trip destination; or
3. a Terrorist Incident in the city, district or county where You are currently on Your Trip.

For this benefit, the following exclusions and limitations apply:

We will not pay for costs or expenses arising from or attributable to:

- (a) evacuations from Your Home Country;
- (b) evacuations when the covered Political or Personal Security Event precedes Your arrival in the country of your Trip destination;
- (c) evacuations when notices have been issued or posted by the recognized government of Your Home Country or the country of your Trip destination for a period of more than seven (7) days, and You have failed to notify Our Plan Assistance Provider regarding Your need to be evacuated;
- (d) the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of a contributory cause;
- (e) more than one (1) evacuation from a country or territory per individual per Policy;
- (f) fraudulent or criminal acts committed or attempted by You;
- (g) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent;
- (h) failure to maintain required documents or visas;
- (i) debt, insolvency, business or commercial failure;

- (j) the repossession of any property;
- (k) Your non-compliance with a contract, license or permit;
- (l) any liability assumed by You under any contract; or
- (m) any loss or expense recoverable under any other insurance or through an employer.

## **NATURAL DISASTER EVACUATION**

In the event a Natural Disaster occurs while on Your Trip outside of Your Home Country, We will pay for the reasonable and necessary expense of moving and transporting You from an international airport or other safe departure point designated by Our Plan Assistance Provider to the nearest safe and acceptable location, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Benefits are only provided to You if Our Plan Assistance Provider arranges or coordinates Your evacuation including the means, methods and timing. Arrangements will be made by the most appropriate and economical means available and consistent with Your health and safety. The event which causes Your need to be evacuated must occur while You are on Your Trip, and You must notify Us as soon as possible of Your request to be evacuated.

Specific waiver of liability for Natural Disaster Evacuation

If You request this benefit, You understand the following:

1. We and any affiliated party offering this Policy, do not accept any liability from the evacuation situation.
2. You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive any and all liability to Us or any evacuation team, company, entity and/or volunteer. This includes liability for injuries, stress, death, disablement, sickness or any claims, reason or cause whatsoever from any efforts to reach You, assist You, or respond in any way to Your evacuation. This is regardless of whether the evacuation was ever initiated, cancelled, delayed, or misdirected.
3. If any part of this is held invalid, it does not invalidate the other parts of any other parties' waivers.

Neither Us nor Our Plan Assistance Provider will be responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service is prohibited by U.S. law, local law, or regulatory agencies.

If evacuation becomes impractical due to hostile or dangerous conditions, Our Plan Assistance Provider will maintain contact with You and advise You until evacuation becomes viable or until the event has abated or passed.

As a part of this coverage, Our Plan Assistance Provider will coordinate and/or arrange Your ground transportation to the designated international airport or other safe departure point.

Following an evacuation due to a covered Natural Disaster, and when safety allows, We will also pay for one-way Economy Transportation to return You to either the country of the Trip destination or Your Home Country, at Your election.

For this benefit, the following exclusions and limitations apply:

We will not pay for costs or expenses arising from or attributable to:

- (a) evacuations from Your Home Country;
- (b) evacuations when the covered Natural Disaster precedes Your arrival in the country of Trip destination;
- (c) evacuations when notices have been issued or posted by the recognized government of Your Home Country or the country of Trip destination for a period of more than seven (7) days, and You have failed to notify Our Plan Assistance Provider regarding Your need to be evacuated;
- (d) the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of a contributory cause;
- (e) more than one (1) evacuation from a country or territory per individual per Trip;
- (f) Your non-compliance with a contract license or permit;
- (g) any liability assumed by You under any contract; or
- (h) any loss or expense recoverable under any other insurance or through an employer.

## **SEARCH AND RESCUE**

If You should become lost, disoriented, or reported missing while on the Trip during recreational activity that is appropriate for Your abilities and expertise, We will pay for the cost of one (1) organized Search and Rescue by the appropriate authorities, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Search and Rescue means those reasonable and necessary expenses incurred for the following expenses, including but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment. These expenses must be necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within one hundred (100) miles of the person's last known location before the loss occurrence. This benefit can only be activated when someone makes a formal report of Your need for Search and Rescue to an agency or authority who can activate a Search and Rescue, and that person provides the agency or authority with enough specific and credible details of how, when, and where You might be located so that an official organized Search and Rescue can be activated.

### **Specific waiver of liability for Search and Rescue**

If You request this benefit, You understand the following:

1. We and any affiliated party offering this Policy, do not accept any liability from the evacuation situation.
2. You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive any and all liability to Us or any evacuation team, company, entity and/or volunteer. This includes liability for injuries, stress, death, disablement, sickness or any claims, reason or cause whatsoever from any efforts to reach You, assist You, or respond in



any way to Your evacuation. This is regardless of whether the evacuation was ever initiated, cancelled, delayed, or misdirected.

3. If any part of this is held invalid, it does not invalidate the other parts of any other parties' waivers.

We will not pay for any losses caused by or arising from:

- (a) heli-skiing;
- (b) extreme skiing;
- (c) payment in any way for fines, damages, penalties or litigation that may be imposed against You as a result of Your activities or actions; or
- (d) deliberately choosing to be absent.

If We pay Search and Rescue benefits and later determine that expenses were incurred due to an excluded reason, or are otherwise recoverable from You or a third party, We will exercise Our right to recover those costs from You or the third party.

### **BAGGAGE DAMAGE OR LOSS**

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for theft, damage or destruction of Your Baggage by a third party, or for Common Carrier loss, that occurs during Your Trip provided You have taken reasonable steps to protect, save and/or recover Your property at all times. A loss, damage or destruction report from the Common Carrier or responsible third party, or a police report filed at the time of the theft, must be provided to substantiate any claim for benefits.

Valuation and Payment of Loss:

Payment for losses under this coverage will be calculated based on an Actual Cash Value basis. For items without receipts, payment of losses will be calculated based upon seventy-five percent (75%) of the Actual Cash Value at the time of loss. At Our option, We may elect to repair or replace Your item(s) claimed. We may take all or part of damaged items as a condition of payment for loss.

All covered loss items are subject to a per article maximum payable (as indicated in the Schedule of Benefits under "Per Article Maximum").

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.

Items Not Covered:

We will not pay for damage to or loss of:

1. animals;
2. automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;
3. bicycles, except when checked as Baggage with a Common Carrier;

4. household effects and furnishings; antiques and collector items;
5. eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers or other orthodontic devices;
6. hearing aids, artificial limbs or prosthetic devices;
7. keys, money, and credit cards; securities, stamps, tickets, and documents;
8. sports equipment if the loss results from the use thereof;
9. software or downloads.

Losses Not Covered:

We will not pay for loss arising from:

1. breakage of brittle or fragile articles;
2. wear and tear, or gradual deterioration;
3. confiscation or appropriation by order of any government or customs rule;
4. theft or pilferage while left in Your or Your Traveling Companion's unlocked Covered Vehicle or Rental Car;
5. property illegally acquired, kept, stored or transported;
6. Your or Your Traveling Companion's failure to take proper care of the item(s);
7. property shipped as freight or shipped prior to the Scheduled Departure Date;
8. electrical current, including electric arcing that damages or destroys electrical devices or appliances;
9. insects, vermin or inherent vice.

We will not provide benefits for any loss or damage to Your Baggage which has been reimbursed, or could be reimbursed, by a Common Carrier, hotel or Travel Supplier.

**BAGGAGE DELAY**

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Covered Expenses listed below if Your Baggage is delayed or misdirected by a Common Carrier for nine (9) hours or more from Your time of arrival at Your Trip destination (coverage is not applicable for Your arrival at Your return destination).

For this benefit, Covered Expenses shall mean:

1. the cost of reasonable and necessary additional clothing and personal items purchased by You while Your Baggage is delayed or misdirected;
2. paid expenses You incur during Your Trip to launder the clothing in Your possession while Your Baggage is delayed or misdirected, up to the sub-limit shown in the Schedule of Benefits.

Coverage under this benefit terminates upon Your arrival at the return destination of Your Trip or when Your Baggage is returned to You, whichever is sooner.

## **SPORTS EQUIPMENT RENTAL**

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the reasonable costs paid to rent substitute sports equipment during Your Trip, if Your sports equipment is stolen, damaged, or destroyed by a third party, or lost or delayed for nine (9) hours or more by a Common Carrier. Benefits under this coverage are only payable if You have taken reasonable steps to protect, save and/or recover Your property at all times.

A police report is required if Your sports equipment is stolen. Documentation from the Common Carrier or responsible third party is required for proof of damage, delay or loss by a Common Carrier. Original receipts and list of stolen, damaged or lost sports equipment must be provided along with proof of loss providing the amount of loss, date, time and cause of loss.

## **DEFINITIONS**

**Accident** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**Actual Cash Value** means the lesser of the replacement costs for an item of like kind and quality or the original purchase price, less depreciation.

**Additional Transportation Cost** means the actual cost paid for one-way Economy Transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by Common Carrier by the most direct route, less any refunds paid or payable, for unused original tickets.

**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.

**Baggage** means luggage and personal effects (whether owned, borrowed or rented) taken by You on Your Trip.

**Bankruptcy or Default** means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

**Business Partner** means an individual who: (a) is involved in a legal general partnership with You; and (b) is actively involved in the day to day management of Your business.

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; child care service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Child Caregiver** means an individual providing basic childcare service needs for Your minor child(ren) under the age of eighteen (18) while You are on the Trip without the minor child(ren).

**Common Carrier** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire.

**Covered Accident** means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

**Covered Vehicle** means a private passenger vehicle not used commercially owned by or under long term lease one (1) year or more) to You.

**Dive/Diving** means recreational scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least ten (10) years of age and qualified as a diver, holding a valid diver's certificate (recognized by international diving organizations), and according to the generally accepted standards of the diving community; or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

**Domestic Partner** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least twelve (12) months:

- (1) resides with You;
- (2) shares financial assets and obligations with You;
- (3) is not related by blood to You to a degree of closeness that would prohibit legal marriage; and
- (4) neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

**Economy Transportation** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation purchased for Your Trip.

**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, to be research or experimental or that is not recognized as a generally accepted medical practice.

**Eligible Person** means a resident of the United States of America.

**Extreme Sports** means an athletic pursuit that involves a high degree of danger or risk outside a controlled environment, such as BASE jumping.

**Family Member** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, parent (adoptive, foster, step or in-law), son or daughter (adopted, foster, step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**Final Payment** means Your last Payment(s) or Deposit(s) for any element of Your Trip made to Your Travel Supplier, Your Common Carrier or one of the organizations or providers with whom You are booking Your Trip which results in a 'paid in full' or 'zero balance due' status.

**Hazardous Sports** means skydiving or Parachuting; hang gliding; bungee cord jumping; spelunking or caving; white or black water rafting (Grades 3-4); extreme skiing, skiing outside marked trails or heli-skiing; and snowmobiling without a tour or guide.

**Home** means Your or Your Traveling Companion's primary place of residence.

**Home Country** means a country or territory where Your Home is located.

**Hospital** means:

- (1) A place which is licensed or recognized as a general hospital by the proper authority of the state or country in which it is located;
- (2) A place operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty, and with a laboratory and X-ray facility;
- (3) A place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; or
- (4) Other than a residence, a place where treatment in a Hyperbaric chamber can be received.

Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**Hospitalized** means admitted to a Hospital for a period of at least twenty-four (24) hours, or where the patient is charged by the Hospital for a minimum of one (1) day of inpatient charges.

**Host at Your Destination** means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

**Inclement Weather** means any harsh, stormy, or severe weather condition that adversely affects Your travel by the intended means.

**Initial Deposit** means Your first Payment(s) or Deposit(s) for any element of Your Trip made to Your Travel Supplier, Your Common Carrier or the organization or provider with whom You are booking Your Trip.

**Injury** means bodily harm caused by an Accident that: (1) occurs while Your coverage is in effect under the Policy; and (2) required examination and treatment by a Physician. The Injury must be the direct cause of loss, must be independent of all other causes and must not be caused by, or result from, Sickness.

**Insured** means a person who is booked to travel on a Trip, elects to purchase the Policy, and for whom the required premium is paid; also referred to as "You" and "Your".

**Intoxicated** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident, or under the influence of any controlled substance (unless taken exactly as administered or prescribed by a Physician).

**Intramural Sports** means Recreational Sports organized within a school. Matches or games are conducted between members of the same school (as opposed to varsity teams who compete with other schools). Activities for intramural sport participants are conducted separately from interscholastic athletics. Often these programs are administered by students themselves under the supervision of a faculty sponsor or intramural coordinator.

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions. The participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. It includes the practice or training for the competition, and the travel to or from such practice or competition, both while under the direct and immediate supervision of an employee of the educational institution. Participation in intramural and club sports are not considered Interscholastic Sports provided the sport is not exercised as high-performance sport practicing and competing more than ten (10) hours per week.

**Maximum Benefit Amount** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**Medical Evacuation** means Physician-ordered Transportation Expense which is arranged and approved by Our Plan Assistance Provider. An unscheduled return by the same or like mode of transportation as originally scheduled without additional transportation requirements is not a Medical Evacuation.

**Natural Disaster** means earthquake, flood, wild fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Certificate. Coverage under this Certificate shall be secondary to coverage under all Other Insurance except where prohibited by law.

**Outfitter or Guide** means a person who accepts fees or other compensation directly or through an employer to lead, instruct, train, pack, guide or otherwise assist people in outdoor sporting activities such as rafting, biking, hiking, hunting, fishing or recreational or educational pursuits, and is assigned specifically to arrangements during Your Trip.

**Parachuting** means an activity involving the breaking of a free fall from an airplane using a parachute.

**Payments or Deposits** means the cash, check or credit card amounts actually paid or used for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**Physician** means a person licensed as a medical doctor in the jurisdiction where the services are rendered, or a Christian Science Practitioner who is: (a) not You, a Traveling Companion or a Family Member, and (b) practicing within the scope of his or her license.

**Plan Assistance Provider** means iTravelInsured.

**Policy Effective Date** means the date and time Your coverage first begins, as indicated in Coverage Provisions: When Coverage Begins.

**Pre-existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Policy Effective Date of Your coverage for which You or Your Traveling Companion:

- (1) received a test, examination, or Medical Treatment;
- (2) received a recommendation for a test, examination, or Medical Treatment; or
- (3) took or received a prescription for drugs or medicine.

Item (2) above 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 sixty (60) day period before Your coverage is effective under this Policy.

**Pre-paid** means Payments or Deposits paid by You for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Pre-paid.

**Quarantine** means Your strict isolation imposed by a government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

**Rental Car** means a private passenger vehicle (including minivans and sport utility vehicles) rented from a rental car agency and being used solely for transportation on public roads.

**Rock Climbing** means the activity of climbing up, down or across artificial rock walls or natural rock formations under the supervision of a qualified/certified guide.

**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 of origin or the original final destination of Your Trip.

**Sickness** means an illness or disease of the body that: (1) requires the examination and treatment by a Physician, and (2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Policy Effective Date of Your coverage is not a Sickness as defined herein and is not covered by this Policy.

**Ski or Skiing** means winter recreation of snow skiing, cross-country skiing, or snowboarding on Trails which are only accessed by a prepaid use ticket for lifts and/or use or admission. Ski or Skiing does not include back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

**Ski Equipment** means skis, Ski poles, Ski bindings, Ski boots, snowboards, snowboard bindings, snowboard boots, snowblades, and any other recognized snow sports equipment.

**Strike** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which is unannounced and unpublished at the time Travel

Arrangements are purchased, and (b) which interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an incident deemed as a terrorist attack by the United States government or 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 a person or 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.

**Time Sensitive Period** means:

For initial Policy purchase:

within twenty-one (21) days of the date Your Initial Deposit for Your Trip is received.

For subsequent arrangements:

within twenty-one (21) days of payment for any subsequent pre-paid, nonrefundable arrangements added to Your Trip.

**Trails** means named skier paths designated for downhill or cross-country travel as shown on a Ski resort trail map using the international difficulty rating. Trails does not include connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a Ski resort, or areas designated as unsafe or closed by Ski resort management for avalanche control work.

**Transportation Expense** means the cost of Medically Necessary conveyance and personnel, including Usual and Customary charges for required medical services and supplies.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier for Your Trip.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip and is further described on Your purchase confirmation. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Travel Supplier** means any entity organization that coordinates or supplies travel services for You.

**Trip** means scheduled trip and for which coverage is elected and the premium is paid. Travel must take you one hundred (100) miles or more away from Your Home.

**Unforeseen** means a.) not anticipated or expected, and b.) occurring after You purchase the Policy and after the effective date and time of each coverage.

**Uninhabitable** means one or more of the following. (1) the building structure itself is unstable and there is a risk of collapse in whole or in part. (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood. (3) immediate safety hazards have yet to be cleared such as major debris on roofs or downed electrical lines. (4) the property is without electricity, gas, sewer service or water.



**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

## **GENERAL EXCLUSIONS AND LIMITATIONS**

Benefits are not payable for any loss due to, arising or resulting from:

1. a Pre-existing Condition, as defined in the Policy. This Pre-existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage. The exclusion for Pre-existing Conditions will be waived provided: (a) Your premium for this Policy is received within the Time Sensitive Period; and (b) You and Your Traveling Companion are medically able to travel at the time Your premium is paid.
2. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating in maneuvers or training exercises of an armed service or police force of any country;
5. riding or driving in races, or speed or endurance competitions or events;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. being convicted of a crime while Intoxicated;
8. the commission of, or attempt to commit, a felony or being engaged in an illegal occupation;
9. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth, or voluntarily induced abortion;
10. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
11. a loss or damage caused by detention, confiscation or destruction by customs officials;
12. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
13. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;
14. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to refund money due to You, or to provide the bargained-for Travel Arrangements (for reasons other than those listed in Trip Cancellation and Trip Interruption);
15. a mental, nervous or psychological disorder (including the treatment of such condition, unless Hospitalized for that condition while the Policy is in effect for You);
16. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Policy is not in effect for You;
17. curtailment or delayed return for reasons other than the covered events listed in the offered Coverages;
18. services not shown as covered;

19. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination;
20. traveling against the advice of a Physician and any loss occurring during such a Trip;
21. operation of any motor vehicle outside of the proper license required, laws or regulations in the area in which the motor vehicle is being operated;
22. Covered Expenses incurred in Your Home Country.

## **COVERAGE PROVISIONS**

### **Who is Eligible for Coverage:**

An Eligible Person who is booked to travel on an eligible Trip. Eligibility for purchase of this Policy could be reviewed at the time of claim.

### **When Coverage Begins:**

Trip Cancellation: Coverage begins on the following, and shall be known as the effective date and time for this coverages: at 12:01am at Your location on the day after the date the required premium for this Policy to cover Your Trip is received by iTravelInsured.

Trip Interruption: Coverage begins when You depart on Your first scheduled Travel Arrangement (or, if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Trip destination, on the Scheduled Departure Date) for Your Trip. This is Your effective date and time for this coverages.

All other coverages: Coverage begins when You depart on the first Travel Arrangement, or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination, for Your Trip. This is Your effective date and time for all other coverages.

### **When Coverage Ends:**

Trip Cancellation: Coverage ends automatically on the earlier of: (1) the date and time You depart on Your Trip; or (2) the date and time You cancel Your Trip.

All other coverages: Your coverage automatically ends on the earlier of:

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

### **Extension of Coverage:**

All other coverages under the Policy will be extended if Your entire Trip is covered by the Policy and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will finally end on the earlier of the date You reach Your originally scheduled return destination, or ten (10) days after the Scheduled Return Date.

## **CLAIM PROVISIONS**

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

**Trip Cancellation:** Immediately, or as soon as reasonably possible, call Your Travel Supplier and International Medical Group to report Your cancellation, interruption or delayed arrival to avoid non-covered charges due to late claim reporting (see Where to Report a Claim below).

If You are prevented from taking Your Trip as scheduled or must interrupt Your Trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevent(ed) Your participation or continued participation in the Trip. Provide all unused transportation tickets, official documentation of payments made, etc.

**Travel Delay:** Obtain any specific dated documentation, that provides proof of the reason for delay (airline or cruise line forms, medical statements, etc.). Submit this documentation along with Your Trip itinerary and all receipts for additional paid expenses.

**Baggage Damage or Loss and Baggage Delay and Sports Equipment Rental:** In the case of lost, stolen, damaged, destroyed or delayed property, You must:

1. Immediately report the incident to the hotel manager; tour guide, operator or representative; transportation official, local police or other local authorities; ship lines, airlines, railroad, bus, airport or other station authorities; or whomever has custody of Your property at the time of loss. Obtain their written report of Your loss.
2. Take reasonable steps to protect Your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse You for these paid expenses in the event of a covered loss. We will not pay for further damage if You fail to protect Your Baggage.
3. Permit Your property to be examined by Us, if it is recovered.

**Search and Rescue:** You must obtain itemized reports of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

**Where to Report a Claim:**

IMG iTravelInsured Claims

Online: [www.imglobal.com](http://www.imglobal.com)

Mail: P.O. Box 3231, Farmington Hills, MI 48333-3231, USA

Telephone: 1-866-243-7524 or 1-317-655-9798

E-mail: [iTravelClaims@imglobal.com](mailto:iTravelClaims@imglobal.com)

Fax: 1-317-927-6882

iTravelInsured will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, iTravelInsured may, at its discretion, require original documentation to be sent.

**Notice of Claim:** Notice of all claim(s) must be reported to Us within thirty (30) days after a loss occurs, or as soon as reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, International Medical Group forms for filing Proof of Loss will be furnished. If these forms are not sent within fifteen (15) days, the Proof of Loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

**Proof of Loss:** Proof of Loss must be provided within ninety (90) days after the date of the loss or as soon as reasonably possible. Proof must, however, be furnished no later than twelve (12) months from the time it is otherwise required, except in the absence of legal capacity.

**Physical Examination and Autopsy:** We, at Our expense, may have You or Your property examined when, and as often as is reasonable and relevant, while the claim is in process. We may have an autopsy done where it is not forbidden by law.

**Reduction in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

**Payment of Claims:** Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving beneficiaries:

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly (if both are living) or the surviving parent (if only one survives You);
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed by You. At Our option, We may choose to pay all benefits, or a portion of benefits, directly to the provider whom supplied services to You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits,

We will honor the assignment that is on record with Us. We are not responsible for the validity of any assignment of benefits.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the Policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for loss property will be paid after the lapse of reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to Us.

**Time of Payment of Claims:** All claims shall be paid within thirty (30) days following Our receipt of due Proof of Loss. Failure to pay within such period shall entitle the You interest at the rate of six percent (6.0%) per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar (\$1.00) need not be paid. You or Your assignee shall be notified by Us or Our designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

**Legal Actions:** No legal action for a claim can be brought against Us until sixty (60) days after We receive proof of loss. No legal action for a claim can be brought against Us more than three (3) years after the time required for giving proof of loss. This three (3) year time period is extended from the date proof of loss is filed or the date the claim is denied (in whole or in part), whichever is later.

**Disagreement over Size of Loss:** If there is a disagreement about the amount of the Loss, either You or We can make a written request for an appraisal. A written request must be made by You and served on Us no more than one (1) year after the date of the loss. Following the request, each party will select their own competent appraiser within twenty-one (21) days. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select a third appraiser. Any figure agreed to by two (2) of the three (3) will be binding. The appraiser selected by You will be paid by You. We will pay the appraiser We choose. You will share equally with Us the cost for the third appraiser and the appraisal process.

**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

**Premium Payment:** Coverage is not effective unless all premium has been paid to iTravelInsured prior to a date of loss or insured occurrence.

**Conformity with Montana Statutes:** The provisions of this Policy conform to the minimum requirements of Montana law and this Policy controls over any conflicting statutes of any state in which You reside on or after the effective date of this Policy.

**Governing Jurisdiction:** The insurance regulatory agency and courts of the jurisdiction in which You reside shall have jurisdiction over the individual insurance coverage.

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be void if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

**Other Insurance with Us:** You may be covered under only one travel insurance Policy with Us for each Trip. If You are covered under more than one such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premium paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Changes to the Entire Contract:** The Policy, Confirmation of Coverage, Declarations, Schedule of Benefits, any application and attachments, addendums, amendments represent the entire contract of coverage. No agent may change it in any way. Only an officer of Our company can approve a change. Any such change must be shown in this Policy or its attachments.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by or to anyone else.

**Economic or Trade Sanctions:** Any payment(s) under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including but not limited to, sanctions, laws and regulations administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, You may consult the OFAC internet website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/).

**Benefit to Bailee:** This insurance will, in no way, inure directly or indirectly to the benefit of any carrier or other bailee.

**Termination of This Policy:** Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

# SIRIUSPOINT AMERICA INSURANCE COMPANY

ONE WORLD TRADE CENTER, 285 FULTON ST, 47<sup>th</sup> Floor  
NEW YORK, NY 10007

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## IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured or claimant, for loss under the policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”).

### WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under the presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

### PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or persons may enter into certain transactions in or connected to such designated “sanctioned” countries.
- OFAC maintains a directory known as the “Specially Designated Nationals and Blocked Persons” (“SDNBP”) list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:

<https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

### OBLIGATIONS PLACED ON US BY OFAC

If we determine that you, any insured or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or “freeze” property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) business days.

### POTENTIAL ACTIONS BY US

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

### YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an “APPLICATION FOR THE RELEASE OF BLOCKED FUNDS” and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Documents/license.pdf>.

# HIPAA NOTICE OF PRIVACY RIGHTS

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

## I. OUR DUTIES

We are required, by Federal law, to maintain the privacy of Protected Health Information. Furthermore, we are required to provide you with notice of our legal duties and privacy practices with respect to Protected Health Information. "Protected Health Information" includes any identifiable information that we obtain from you or others relating to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this Notice of Privacy Rights currently in effect. We reserve the right to change the terms of this Notice of Privacy Rights and to make the new notice provisions effective for all Protected Health Information we maintain. In the event we change this Notice of Privacy Rights we will notify you and post the new notice to the Sirius America website.

## II. YOUR INDIVIDUAL RIGHTS

With respect to Protected Health Information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of Protected Health Information, including the uses and disclosures listed in this Notice of Privacy Rights and permitted disclosures. However, we are not required to agree to a requested restriction.
2. The right to reasonably request to receive confidential communication of Protected Health Information by alternative means or at alternative locations.
3. The right to inspect and copy your Protected Health Information in our records, except for:
  - Psychotherapy notes;
  - Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
  - Protected Health Information that is subject to a law prohibiting access to that information; or
  - If the Protected Health Information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.



4. We may also deny your request to inspect and copy your Protected Health Information if:
- A licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety, or the life or physical safety of another person;
  - The Protected Health Information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
  - A licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

In the event we deny access on one of the above four grounds, you have the right to have the denial reviewed in accordance with applicable law.

5. The right to amend your Protected Health Information contained in our records. However, we are not required to amend the information if the information: (i) was not created by us; (ii) is not part of your medical or billing records; (iii) is not available for inspection; or (iv) the information is accurate and complete.
6. The right to receive an accounting of disclosures of Protected Health Information made by us in the six (6) years prior to the date on which the accounting is requested, except for disclosures:
- To carry out payment and health care operations as provided below;
  - For notification purposes, as provided by law;
  - For national security or intelligence purposes, as provided by law;
  - To correctional institutions or law enforcement officials, as provided by law; or
  - That occurred prior to September 1<sup>st</sup>, 2014 (Effective Date of Notice)
7. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

### III. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Under Federal law, we are permitted to use and disclose Protected Health Information, without your authorization, for the purposes of treatment, payment, and health operations.

- Treatment: We do not provide treatment.
- Payment: Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures for the purposes of payment include: (i) sharing Protected Health Information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (ii) sharing Protected Health Information with third party administrators for the processing of claims.
- Operations: Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures for operations purposes include: (i) using Protected Health Information for the purpose of underwriting and calculating premium rates; (ii) using Protected Health Information to perform legal, actuarial, and auditing services; (iii) disclosing Protected Health Information when responding to complaints; and (iv) use of Protected Health Information for general data analyses and long-term management and planning.

We may also use and disclose your Protected Health Information for other purposes permitted or required by law, including the following:

- To you, as the covered individual.
- To a personal representative designated by you to receive Protected Health Information or a personal representative designated by law such as the parent or legal guardian of a child, or the surviving family members or representative of the estate of a deceased individual.
- To the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with HIPAA and the HIPAA Privacy Rules.
- To a business associate as part of a contracted agreement to assist us with our business activities. We require these business associates to appropriately safeguard the privacy of your information.
- For any purpose required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law.
- To an appropriate government authority as required by law if we suspect child abuse or neglect, or if we believe you to be the victim of abuse, neglect, or domestic violence.
- To a health oversight agency for oversight activities authorized by law.
- In connection with judicial and administrative proceedings, including disclosures in response to a court order, subpoena or discovery request.

- As required for law enforcement purposes.
- To a coroner or medical examiner consistent with law.
- To cadaveric organ, eye or tissue donation programs.
- For specialized government functions (*e.g.*, military and veterans activities, national security and intelligence).
- As required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which Protected Health Information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

Other uses and disclosures of your Protected Health Information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used and disclosed your Protected Health Information in good faith with the authorization.

#### **IV. COMPLAINTS REGARDING YOUR PRIVACY RIGHTS**

If you believe that your privacy rights have been violated, you may file a complaint with us or with the Secretary of Health and Human Services (the "Secretary"). The Secretary can be contacted at the following address: Hubert H. Humphrey Building, 200 Independence Avenue SW, Washington, DC 20201. If you would like to file a complaint with us, address your complaint to the Privacy Officer at the location listed in the section below entitled "Contact Us." You will not be retaliated against for filing a complaint.

#### **V. CONTACT US**

You may exercise the rights described in this Notice of Privacy Rights by contacting the office identified below. The contact is:

Privacy Officer  
SiriusPoint America Insurance Company  
One World Trade Center, 285 Fulton St, 47th Floor  
New York, NY 10007

#### **VI. EFFECTIVE DATE**

The effective date of this Notice of Privacy Rights is September 1<sup>st</sup>, 2014.