

**TRAVEL INSURANCE CERTIFICATE**

**TripArmor Post Departure**

This certificate describes the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased. Defined terms are capitalized and their meanings are listed in the General Definitions section.

**PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS**

This document is a legal contract issued in consideration of Your payment of the premium due collected by Us or Our authorized representative. If there are any conflicts between the contents of this document and the policy (form series T7000GBP), the policy will govern in all cases.

**10 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this insurance within ten (10) days from the date of purchase by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this certificate. When so returned, all coverages under this certificate are invalid from the beginning.

**Signed for United States Fire Insurance Company By:**



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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## SCHEDULE OF BENEFITS

No benefits will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### Travel Arrangement Protection

Benefit(s)	Maximum Benefit Amount
Trip Interruption	Up to \$1,000
Trip Delay	up to \$200 per day per person, to a maximum of \$750 per person
Missed Trip Connection	up to \$1,500 per person
Traveling Companion Bedside Companion Daily Benefit	Up to \$200 per day to a maximum of \$1,000 per person
Medical Evacuation and Repatriation of Remains Benefit	up to \$1,000,000 per person
Hospital of Choice	Included
Return Transportation	Included
Transportation of Children/Child	Included
Bedside Visit Transportation to Join You	Included
Political or Security Evacuation and Natural Disaster Evacuation	\$25,000 per Political or Security Event and per Natural Disaster Event per person

### Protection For Your Belongings

Benefit(s)	Maximum Benefit Amount
Baggage and Personal Effects	\$1,500 subject to a per item maximum of \$300
Passport, Visa or Other Travel Documents Replacement	\$50
Credit Card Charges and Interest	\$50
Combined articles limit	Up to \$600
Baggage Delay	up to \$750 up to \$50 to expedite the return

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## COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip and pays the required premium is covered under this certificate. Eligibility for purchase of this certificate will be determined at the time of claim. If it is determined that You or Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this certificate will be refunded.

### Non-Refundable Provision

After the ten (10) day review period, the premium for this certificate is non-refundable.

### Maximum number of Insureds

The maximum number of Insureds allowed under this certificate is ten (10).

## WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

#### This is Your Effective Date and time for Trip Interruption; Missed Trip Connection:

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 Scheduled Destination, on the Scheduled Departure Date) for Your Trip.

#### This is Your Effective Date and time for Trip Delay:

Coverage begins after You have traveled fifty (50) miles or more from Your Primary Residence en route to join Your Trip.

#### This is Your Effective Date and time for All Other Coverages:

Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

### When Coverage Ends:

**All Coverages:** Your coverage automatically ends on the earlier/est of:

1. the date You complete Your Trip;
2. the Scheduled Return Date;
3. Your arrival at Your Return Destination on a round Trip, or Your Scheduled Destination on a one-way Trip;
4. cancellation of Your Trip covered by this certificate;
5. the date You return from Your Trip if Your return was delayed due to a covered Unforeseen reason listed under the certificate.

## EXTENSION OF COVERAGE

### Automatic Extension of Coverage

All coverages will be extended if Your entire Trip is covered by this certificate and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled Return Destination or ten (10) days after the originally Scheduled Return Date.

Benefits will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

## TRAVEL ARRANGEMENT PROTECTION

### TRIP INTERRUPTION

If You must start Your Trip late or are unable to complete Your Trip, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits paid for the Travel Arrangements You purchased for Your Trip plus the Additional Transportation Cost paid to either:

- a) join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements; or
- b) rejoin Your Trip from the point where You interrupted Your Trip to the next Scheduled Destination; or
- c) transport You to Your originally scheduled Return Destination of Your Trip;

The benefit payable for the above will not exceed the cost of a one-way economy airfare (or first or business class, if the original tickets were first or business class) by the most direct route less any refunds paid or payable for Your unused original tickets.

Trip Interruption must occur while coverage is in effect for You due to any of the following covered Unforeseen reasons, as defined:

1. Your, a Family Member's, or a Traveling Companion's, or a Business Partner's, death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, or a Traveling Companion's, or a Business Partner's, Sickness or Injury, that:
  - a) occurs while You are on Your Trip;
  - b) is examined and treated by a Physician prior to the time of interruption; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued participation on Your Trip;

Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause You to interrupt Your Trip to assume daily management of the business;

3. You or Your Traveling Companion must interrupt Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. You or Your Traveling Companion have Complications of Pregnancy which is verified by medical records and occurs while You or Your Traveling Companion are on Your Trip;
2. a mechanical breakdown/equipment failure of a Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes complete cessation or delay of You or Your Traveling Companion's travel for at least twelve (12) consecutive hours;
3. a local government mandated shutdown of an airport or air traffic control system resulting in the complete cessation of services for at least twelve (12) consecutive hours of Your Common Carrier;
4. shutdown of the air traffic control system or an airport due to fire or power outage from which You are scheduled to depart or to make a connection resulting in the complete cessation of services for at least twelve (12) consecutive hours of Your Common Carrier;
5. mandatory evacuation ordered or recommended by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination due to a Natural Disaster or hurricane named after the Effective Date of Your Trip Interruption benefits which prevents You from traveling to/arriving at Your Scheduled Destination or Return Destination.

This benefit only applies if You purchased this certificate within the Time Sensitive Period;

6. an unannounced Strike resulting in complete cessation of travel services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Return Destination;
7. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Destination or Return Destination. The traffic accident must be documented by a police report;

8. Inclement Weather that causes a: delay, or cancellation by a Common Carrier for at least twelve (12) consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Scheduled Destination or Return Destination;
9. Your or Your Traveling Companion's Primary Residence or Scheduled Destination Accommodations are made Uninhabitable and remains Uninhabitable during Your Trip or are inaccessible by the mode of transportation as shown on the travel documents or itinerary within thirty (30) days of Your Scheduled Departure Date by a Natural Disaster, vandalism or burglary;

Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Interruption. A hurricane is foreseeable on the date it becomes a named storm.

10. You or You Traveling Companion are hijacked or Quarantined;
11. You or Your Traveling Companion are subpoenaed, served with a court order, required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity;
12. You or Your Traveling Companion or Family Member or Your Host at Scheduled Destination are called to active military duty or emergency service as a firefighter or police officer; either to serve or to provide aid or relief in the event of a Natural Disaster, an Epidemic, a Civil Disorder, Terrorist Incident or due to war or an act of war;
13. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned while You or Your Traveling Companion are on the Trip and You or Your Traveling Companion have to interrupt the Trip. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Interruption coverage and the leave revoked or reassigned after the Effective Date of Trip Interruption coverage;
14. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death. Official documentation of the event must be provided;
15. a Terrorist Incident that occurs during Your Trip:
  - (a) in the Scheduled Trip Departure City or in a city listed on the scheduled itinerary of Your Trip; and/or
  - (b) within thirty (30) miles of the Scheduled Trip Departure City or a domestic or foreign city in which You are scheduled to travel or city listed on the scheduled itinerary of Your Trip; and
  - (c) provided You were not offered a substitute itinerary.

Note: if an incident occurs in a foreign city within thirty (30) days prior to Your insurance purchase, all other incidents in that same city are excluded; and losses resulting from interruption due to a potential Terrorist Incident are not covered, even if the interruption is due to the issuance of travel advisories, bulletins or alerts; the Terrorist Incident must be documented in a travel alert or travel warning for levels four (4) and higher issued by the United States Department of State advising Americans to avoid travel to that particular country.

16. Security Breach, Civil Disorder or Riot occurs during Your Trip, while at an airport or other port, for at least twelve (12) consecutive hours, which prevents You from arriving at or continuing onto Your Scheduled Destination as shown on Your itinerary;
17. a theft or loss of passports or travel documents or visas while on Your Trip, specifically required for Your Trip, which is substantiated by a police report;
18. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Trip;
19. A travel alert or travel warning for levels four (4) and higher or an evacuation order or travel ban is issued, for cities listed on Your itinerary after Your Effective Date of Your Trip Interruption Coverage, to a Scheduled Destination specifically listed on Your Itinerary. The travel alert/warning, etc. must occur during Your scheduled Trip. For up-to-date information refer to the U.S. State Department website at  
<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>;

20. You or Your Traveling Companion have an involuntary transfer of employment within the same organization of two hundred fifty (250) or more miles which requires You or Your Traveling Companion's Primary Residence to be relocated and You or Your Traveling Companion's have to interrupt the Trip. Provided that You or Your Traveling Companion have been an active employee with the same employer for at least one (1) continuous year. Notification of the transfer must occur while You or Your Traveling Companion are on the Trip and the transfer must occur during the Trip;

21. You or Your Traveling Companion are involuntarily terminated or laid off by Your or Your Traveling Companion's employer while You are on Your Trip, You or Your Traveling Companion must have been an active employee with the same employer for at least one (1) continuous year;
22. You or Your Traveling Companion are required to work during Your Trip. Vacation leave must have been already approved by Your or Your Traveling Companion's employer and cancellation of vacation leave must occur after Your Trip Interruption Effective Date. You or Your Traveling Companion must provide proof of requirement to work, such as a notarized statement signed by an officer of the employer. In the situation of self-employment, proof of self-employment with proof of Your 1099 and a notarized statement confirming that You or Your Traveling Companion are unable to travel due to Your or Your Travel Companion's job obligations is required;
23. You or Your Traveling Companion are required to work during Your Trip and directly involved in a merger, or acquisition. The company that is involved in said event must currently employ You or Your Traveling Companion and the action requires You or Your Traveling Companion to work as a result. You or Your Traveling Companion must be an active, full-time employee and cannot be a company owner or partner;
24. Your or Your Traveling Companion's place of business is deemed to be unsuitable for business due to burglary, vandalism or a Natural Disaster and You or Your Traveling Companion are directly involved as a member or as an employee of the disaster recovery team who is responsible for policy and decision making and are required to work as a result;
25. This peril applies if You have purchased the policy within the Time Sensitive Period. Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including a Common Carrier, tour operator or other travel entity that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than thirty (30) days following Your Effective Date for Trip Interruption. Benefits will be paid due to Financial Insolvency or Financial 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 You to transfer to another airline in order to get to Your Scheduled Destination;
26. disruption of Your Trip if Your arrival on the Trip is delayed and causes You to lose fifty percent (50%) or more of the scheduled Trip duration due to reasons 1-3 covered under the Missed Connection benefit;
27. If You cannot continue on Your Trip due to a covered Injury or Sickness not requiring Hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a treating Physician, benefits will be paid for additional hotel nights, meal(s) and local transportation expenses until You are Medically Fit to Travel up to \$250 per day, limited to five (5) days.

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount You prepaid for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

### **TRIP DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Reasonable Expenses, You incur, if You are delayed for eight (8) consecutive hours or more during the course of Your Trip and such delay prevents You from staying at the originally booked Accommodations, for one of the covered Unforeseen reasons:

1. You or Your Traveling Companion are not directly involved in and are delayed due to a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be substantiated by a police report or news report;
2. Common Carrier delay (the delay must be documented by the Common Carrier);
3. a theft or loss of passports or travel documents or visas specifically required for Your Trip substantiated by a police report or the copy of the request for a new passport, or travel documents or visas;
4. You or Your Traveling Companion are hijacked or Quarantined;
5. An unannounced Strike resulting in a complete cessation of services which prevents You from reaching Your Scheduled Destination;
6. Inclement Weather that causes a: delay, which prevents You from reaching Your Scheduled Destination or Return Destination;

7. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at Your Scheduled Destination or Return Destination is issued which prevents You from traveling to/arriving at Your Scheduled Destination or Return Destination.

Receipts must accompany Reasonable Additional Expenses incurred.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

### **MISSED TRIP CONNECTION**

If You miss Your Trip departure because Your arrival at Your Trip destination is delayed for at least three (3) consecutive hours, due to:

1. any delay, cancellation or mechanical breakdown of regularly scheduled Common Carrier; must be documented by the Common Carrier;
2. Inclement Weather that is documented;
3. Quarantine, hijacking, Strike, Natural Disaster, terrorism or Civil Disorder or Riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

1. Additional Transportation Cost incurred by You to join the departed Trip.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

### **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a Sickness, Injury, or Loss of life, during Your Trip, for the following:

#### **Emergency Medical Evacuation**

We will pay for the Usual and Customary transportation expenses for an Emergency Medical Evacuation, to the nearest suitable Hospital or medical facility where Medically Necessary treatment is available to treat an Unforeseen Sickness or Injury provided:

1. the local attending Physician and Our designated Travel Assistance Services Provider determine that Your condition is acute, severe or life threatening; and
2. that adequate Medically Necessary treatment is not available in Your immediate area.

#### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return You to Your point of origin, Your Primary Residence, or to a Hospital of Choice or medical facility closest to Your Primary Residence capable of providing continued treatment, if Your local attending Physician and Our designated Travel Assistance Services Provider determine that it is Medically Necessary.

We will pay for one of the following methods of transportation, as pre-approved (prior to the evacuation) and arranged by Us or Our designated Travel Assistance Services Provider:

- (a) one-way economy transportation;
- (b) commercial air upgrade to business or first class, less refunds from Your unused transportation tickets;
- (c) other covered land or air transportation including, but not limited to, commercial stretcher, Medical Escort, or the contracted charges for air ambulance.

Transportation must be via the most direct, efficient and economical method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, Your Common Carrier tickets will be used.

We will also pay a benefit for Usual and Customary expenses incurred for a Medical Escort's transportation and accommodations if an onsite attending Physician recommends in writing that a Medical Escort accompany You.

**Medical Escort** means a medically trained professional who is approved by Us or Our designated Travel Assistance Services Provider, and is contracted to accompany and provide medical care to a sick or injured person while they are being transported.



**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your Primary Residence. The maximum amount payable is limited to the cost of transportation to Your Primary Residence.

**Advance Payment:** We will pay covered expenses directly to the service provider if You require an Emergency Medical Evacuation while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Emergency Medical Evacuation claim is not covered.

We will not pay the benefits for any loss caused by or resulting from the transportation taken against the advice of the local attending Physician.

Medical Evacuation expenses will only be payable at the Usual and Customary level or payment for necessary transportation, related medical services and medical supplies.

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of Primary Residence or Your origination point if You die during Your Trip.

Repatriation Expenses means:

- (a) embalming or local cremation; and
- (b) associated temporary storage costs for up to fourteen (14) days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains;
- (c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to: 1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States; and
- (d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

All Repatriation Expenses must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider. Once Your remains are claimed by the receiving funeral home or morgue, or in the event of local cremation, coverage under this benefit ends.

**Dispatch of a Physician:** If the local attending Physician and Our designated Travel Assistance Services Provider cannot adequately assess Your need for Emergency Medical Evacuation or transportation, and a Physician is dispatched by the Travel Assistance Services Provider to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

Transportation expenses for the Emergency Medical Evacuation and Medical Repatriation must be authorized and arranged in advance in advance by Us or Our designated Travel Assistance Services Provider.

In the event that Your Injury or Sickness prevents for You to obtain prior authorization of the Emergency Medical Evacuation, Medical Repatriation or Repatriation of Remains, You must make all efforts to notify Us or Our designated Travel Assistance Services Provider as soon as reasonably possible.

In the event You have not contacted Us or Our designated Travel Assistance Services Provider to arrange for Emergency Medical Evacuation, Medical Repatriation or Repatriation of Remains, benefits will be limited to the amount We would have paid had We or Our designated Travel Assistance Services Provider been contacted and related services pre-approved.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

**Return Transportation:** If We have previously evacuated You to a medical facility, We will reimburse Your airfare costs, less refunds from Your unused transportation tickets, from that facility to Your Return Destination or Primary Residence, within one hundred eighty (180) days from Your original Scheduled Return Date. Airfare costs will be based on medical necessity or same class as Your original tickets.

**Transportation of Children/Child:** If You die or are Hospitalized for more than three (3) consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your

Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to Your residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than three (3) consecutive days following an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation or Medically Necessary Repatriation is not imminent.

You must provide all receipts for all covered expenses incurred during the stay.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

## **POLITICAL OR SECURITY EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Political or Security Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Political or Security Event and while traveling outside Your Home Country.

The Political or Security Evacuation must occur within fourteen (14) days of the Political or Security Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with Your health and safety.

Following the Political or Security Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return You to one of the following locations as chosen by You:

- a. back to Your Home Country; or
- b. back to Your Return Destination; or
- c. to the Nearest Place of Safety necessary to ensure Your safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

## **POLITICAL OR SECURITY EVACUATION COVERAGE DEFINITIONS**

**Political or Security Evacuation** means Your extraction from or within the Host Country due to an Occurrence that results in You being placed in imminent physical danger.

**Political or Security Event** means:

1. civil, military or political unrest for which a formal written recommendation from the appropriate local government authorities, or the U.S. State Department, for You to leave a country is issued;
2. You being expelled or declared a persona non-grata by a country You are visiting on Your Trip;

## **POLITICAL OR SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Political or Security Evacuation. However, the decision to travel is Your sole responsibility;
4. You will be responsible for all transportation and living costs while located at the safe haven;
5. We are not 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 United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Political or Security Evacuation from OFAC designated countries;
6. We will not pay any costs or expenses arising from:
  - a. Political or Security Evacuation from Your Home Country;
  - b. Political or Security Evacuation when the Political or Security Event precedes Your arrival in the Host Country;

- c. Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services 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 contributory cause;
- e. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
- f. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
- g. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
- h. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level four (4) or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

**Advance Payment:** We will pay covered expenses directly to the service provider if You require a Political or Security Evacuation while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Political or Security Evacuation claim is not covered.

**Right of Recovery:** If, after a Political or Security Evacuation is completed, it becomes clear that You were an active participant in the events that led to a Political or Security Event, We have the right to recover all transportation and Related Costs from You.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

## **NATURAL DISASTER EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Natural Disaster Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Natural Disaster Event and while traveling outside Your Home Country.

The Natural Disaster Evacuation must occur within fourteen (14) days of the Natural Disaster Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with Your health and safety.

Following the Natural Disaster Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return You to one of the following locations as chosen by You:

- a. back to Your Home Country; or
- b. back to Your Return Destination; or
- c. to the Nearest Place of Safety necessary to ensure Yours safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

## **NATURAL DISASTER EVACUATION COVERAGE DEFINITIONS**

**Natural Disaster Evacuation** means Your extraction from or within the Host Country due to a Natural Disaster Evacuation that results in You being placed in imminent physical danger.

**Natural Disaster Event** results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate local government authorities of the Host Country, and the area is deemed to be Uninhabitable or dangerous.

## **NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;

2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Natural Disaster Evacuation. However, the decision to travel is Your sole responsibility;
4. You will be responsible for all transportation and living costs while located at the safe haven;
5. We are not 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 United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Natural Disaster Evacuation from OFAC designated countries;
6. We will not pay any costs or expenses arising from:
  - a. Natural Disaster Evacuation from Your Home Country;
  - b. Natural Disaster Evacuation when the Natural Disaster Event precedes Your arrival in the Host Country;
  - c. Natural Disaster Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services 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 contributory cause;
  - e. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - f. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - g. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - h. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level four (4) or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

**Advance Payment:** We will pay covered expenses directly to the service provider if You require a Natural Disaster Evacuation while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Natural Disaster Evacuation claim is not covered.

**Right of Recovery:** If, after a Natural Disaster Evacuation is completed, it becomes clear that You were an active participant in the events that led to a Natural Disaster Evacuation, We have the right to recover all transportation and Related Costs from You.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

## **PROTECTION FOR YOUR BELONGINGS**

### **BAGGAGE AND PERSONAL EFFECTS**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Baggage and Personal Effects, which are lost, stolen, damaged or destroyed during Your Trip or while checked with a Common Carrier less any amount paid or payable by a Common Carrier, hotel, Travel Supplier or any other party responsible for Your loss, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for fees associated with the replacement of Your passport, visas and other travel documents which are lost, stolen, damaged or destroyed during Your Trip and for charges and interest incurred due to unauthorized use or replacement of Your lost or stolen

credit cards if such use or loss occurs during Your Trip, subject to verification that You have complied with all conditions of the credit card company.

**Valuation and Payment of Loss:**

the lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us; or
- b. the cost to repair or replace the item with material of a like kind and quality.

not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

For claimed items without original receipts, payment of loss will be calculated based upon seventy five percent (75%) of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits. We may take all or part of the damaged items at the appraised or agreed value by Us.

In the event of a loss to a pair or set of items, We may choose to:

- a) repair or replace any part to restore the pair or set to its value before the loss; or
- b) pay the difference between the Actual Cash Value of the items before and after the loss.

If Your payment from a Common Carrier, hotel, Travel Supplier or any other party responsible for Your loss is delayed beyond sixty (60) days from the date of Your loss, We will pay this benefit subject to You signing a release to reimburse Us for any amount paid by the responsible party not to exceed the amount We have reimbursed You.

**Items subject to Special Limitations**

The following items are subject to the maximum combined amount(s) shown in the Schedule of Benefits: jewelry, precious or semi-precious gems, decorative or personal articles consisting in whole or in part of silver, gold, or platinum, watches, furs or articles trimmed with fur, cameras and camera equipment, camcorders, computers, electronic devices, laptop or table computers, and other digital or electronic equipment or media.

These benefits will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

**BAGGAGE DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by You while on Your Trip, if Your checked Baggage is delayed or misdirected by a Common Carrier for at least twelve (12) consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for expenses You incur during Your Trip to expedite the return of Your delayed Baggage.

This coverage terminates upon Your arrival at the Return Destination of Your Trip.

**Necessary Personal Items** means replacement for clothing, toiletry, or prescriptions, which are included in Your Baggage and Personal Effects and are required for Your Trip. Necessary Personal Items do not include jewelry, perfume or alcohol.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

**EXCLUSIONS AND LIMITATIONS apply to Baggage and Personal Effects:**

We will not provide benefits for any loss or damage for the following items:

- a. animals;
- b. automobiles and automobile equipment;
- c. boats or other vehicles or conveyances;
- d. motorcycles;
- e. trailers;
- f. motors;
- g. aircraft;

- h. bicycles, except when checked as baggage with a Common Carrier;
- i. household effects and furnishings;
- j. antiques and collectors' items;
- k. eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental braces, dental bridges, retainers or hearing aids;
- l. artificial limbs or other prosthetic devices;
- m. prescribed medications;
- n. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- o. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- p. sports equipment if the loss results from the use thereof;
- q. contraband.

**Losses not covered:**

We will not provide benefits for any loss or damage caused by or resulting from:

- a. breakage of brittle or fragile articles;
- b. wear and tear or gradual deterioration;
- c. confiscation or appropriation by order of any government or custom's rule;
- d. theft or pilferage while left in any unlocked or unattended vehicle;
- e. property illegally acquired, kept, stored or transported;
- f. Your negligent acts or omissions;
- g. electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- h. Vermin.

**GENERAL 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 current replacement cost of such item of like kind and quality less depreciation.

**Accommodation(s)** means any establishment used for the purposes of temporary, overnight lodging such as apartment, condominium, or other vacation or timeshare residential unit(s).

**Additional Transportation Cost** means the actual cost incurred 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 Your unused original tickets.

**Adventure or Extreme Activities** means B.A.S.E. jumping, bull riding, running of the bulls, free diving, parachuting, skydiving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, bodily contact sports excluding limited contact sports, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, multi-sport endurance competitions, parkour, scuba diving if the depth exceeds 131 feet (40 meters) and any activity materially similar to the above.

**Baggage and Personal Effects** means luggage and personal possessions taken by You on Your Trip, whether owned, borrowed, or rented.

**Business Partner** means a person who is: (1) involved with You in a legal partnership; and (2) actively involved in the daily management of the business.

**Children/Child** means a person:

- 1. under age of eighteen (18) and primarily dependent on You for support and maintenance; or
- 2. who is at least age seventeen (17) but less than age twenty-six (26) and primarily dependent on You for support and maintenance and who regularly attends an accredited school or college.

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

**Civil Disorder or Riot** means a public disturbance by a person or persons acting in revolt, coup, rebellion or resistance against an established government or civil authority or involvement in acts of violence that causes immediate danger, damage, or injury to others or their property.

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

**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. 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 do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

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

- (a) resides with You;
- (b) shares financial assets and obligations with You;
- (c) is not related by blood or adoption to You to a degree of closeness that would prohibit a legal marriage;
- (d) neither You nor domestic partner is married to anyone else, nor has any other domestic partner.

We may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership or whatever documentation as required by the state in which You reside.

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this certificate.

**Epidemic** means an outbreak of a contagious disease that spreads rapidly and widely and that is or has been identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC) or World Health Organization (WHO).

**Elective Treatment And Procedures** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**Excursion** means a scheduled event, or activity for which coverage is elected and You purchased through Your Travel Supplier, prior to Your Scheduled Departure Date.

**Experimental or Investigative** means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

**Family Member** means the following relatives of You or Your Traveling Companion:

- (a) Spouse, civil union partner, Domestic Partner, or fiancé;
- (b) children, children-in-law, step-children, foster children, ward or legal ward or fiancé's child;
- (c) siblings, siblings-in-law, step-siblings;
- (d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- (e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- (f) step-aunts or step-uncles;
- (g) aunts or uncles;

(h) nieces or nephews; step-nieces or step-nephews

**Felonious Assault** means an act of violence against You or Your Traveling Companion, which requires medical treatment in a Hospital, and is substantiated by a police report.

**Financial Default or Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary by a Travel Supplier or other travel provider provided the Financial Default or Financial Insolvency occurs more than thirty (30) days following Your Effective Date for Your Trip Interruption Benefits.

Financial Default or Financial Insolvency does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**Home Country** means the country or territory of residence or Your citizenship as shown on Your passport. If You have dual citizenship, for the purposes of this benefit, Your Home Country is the country of the passport You used to enter the Host Country, while covered under this certificate.

**Hospital** means a facility that:

- (a) is operated according to law for the care and treatment of sick or Injured people;
- (b) is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- (c) is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals.

A **Hospital** does not include:

- 1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
- 2. a facility which primarily treats drug, marijuana or alcoholism addictions.

**Hospitalized or Hospitalization** means admitted to a Hospital overnight or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

**Host Country** means a country or territory You are visiting or in which You are living which is not Your Home Country, other than an excluded country, while covered under this certificate.

**Host at Scheduled Destination** means the person with whom You are sharing prearranged overnight accommodations during Your Trip.

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier or causes closure of public roadways by local or government authorities.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this certificate is in force and resulting directly and independently of all other causes of loss covered by this certificate. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

**Inpatient** means a person:

- (a) who is confined in a Hospital as a registered bed patient overnight; and
- (b) for whom at least one day's room and board is charged by the Hospital.

**Medically Fit to Travel** means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Trip, You are medically able to travel.

**Medically Necessary** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- (d) is not used for the convenience of You, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.



**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, pitons, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

**Natural Disaster** means a flood, tsunami, cyclone, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, named winter storm, severe hail storm, fire, wildfire or blizzard; all of which are due to natural causes.

**Nearest Place of Safety** means a location determined by Us or Our designated Travel Assistance Services Provider where:

- (a) You can be presumed safe from the Occurrence that precipitated Your security evacuation; and
- (b) You have access to transportation to Your Home Country; and
- (c) You have the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which You find Yourself while covered by this certificate:

- (a) expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
- (b) political or military events or Civil Disorder or Riot involving a Host Country, if the government authorities in Your Home Country or in the Host Country issue an advisory stating that citizens of Your Home Country or citizens of the Host Country should leave the Host Country;
- (c) Natural Disaster within seven (7) days of an event;
- (d) Verified Physical Attack or a Verified Threat of Physical Attack from a third party.

**Payments or Deposits** means the first payment made to Your Travel Supplier toward the cost of Your Trip, whether refundable or not. A "good faith deposit" or a "holding payment" is not considered the initial Trip payment until the payment is applied to confirmed dates of travel. The date the initial Trip payment or deposit is made is considered day (one) 1 of the period during which additional insurance options may be purchased for the purposes of evaluating the Time Sensitive Period.

**Partial Hospitalization** means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient's functional level and prevent relapse or full hospitalization. Partial Hospitalization programs are usually furnished by a Hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**Physician** means a licensed practitioner of medical, services acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You, a Traveling Companion, a Family Member, a Business Partner or retained by the Policyholder.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner, or Family Member scheduled or booked to travel with You:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before coverage is effective under this certificate.
- 3) required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Quarantined** means You or Your Traveling Companion are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease

due to You or Your Traveling Companion either having, or being suspected of having an contagious disease, infection or contamination.

An embargo preventing You or Your Traveling Companion from entering a country is not a quarantine.

**Reasonable Additional Expenses** means reasonable expenses for meals, taxi fares, essential telephone calls, local transportation, and lodging which are necessarily incurred as the result of a/an Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

**Related Costs** means food, lodging and if necessary, physical protection for You during the transport to the Nearest Place of Safety.

**Return Destination** means Your final destination as shown in the itinerary or other travel documents and the place to which You expect to return from Your Trip.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the itinerary or other travel documents where You expect to travel to on Your Trip other than Return Destination.

**Scheduled Return Date** means the date on which You are originally scheduled to return from Your Trip to the point of origin or the last day of Your Trip.

**Scheduled Trip Departure City** means the city from which You are originally scheduled to depart on the Trip.

**Security Breach** means any incident involving unauthorized and uncontrolled access by an individual or prohibited item into a sterile area or secured area of an airport that is determined by TSA or other airport security officials to present an immediate danger.

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the certificate.

Sickness does not include any Mental, Nervous or Psychological, Condition or Disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**Spouse** means Your lawful spouse, if not legally separated or divorced. For the purposes of this certificate, the term spouse includes civil union partner whenever used.

**Strike** means a labor disagreement resulting in a stoppage of work which:

- a) is unannounced and unpublished at time this certificate is purchased;
- b) is organized, and legally sanctioned by a labor union or other organized association of workers, in a trade or profession, formed to protect and further their rights and interests; and
- c) interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an act of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

**Third Party(ies)** means any person, corporation or other entity (except You, Rental Property and Us).

**Time Sensitive Period** means insurance must be purchased within twenty (20) days of the date Your initial Payments or Deposits for Your Trip is received.

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

**Travel Assistance Services Provider** means International Medical Group.

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

**Travel Supplier** means any entity or organization that coordinates or supplies Travel Arrangements for You:

1. from whom this certificate is purchased; and

2. with whom You booked Your Travel Arrangements.

**Trip** means a scheduled Trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date and is one hundred (100) miles or more from Your Primary Residence.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

**Uninhabitable** means:

- (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; or
- (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or
- (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or
- (4) the property is without electric gas, sewer service or water; or
- (5) local government authorities have issued a mandatory evacuation; or
- (6) the destination is inaccessible by the mode of transportation as shown on the travel documents or itinerary.

**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.

**Vermin** means small animals and insects that are harmful or annoying and are often difficult to control.

**Verified Physical Attack** means Your deliberate physical harm as confirmed by documentation or physical evidence.

**Verified Threat of Physical Assault** means any threat made either directly or indirectly to kill, injure or abduct You, as confirmed by documentation or physical evidence

**Wanton** means senseless, unprovoked, unjustifiable, or deliberately malicious.

**Willful** means deliberate or intentional.

**You, Your** means the person who is covered under this certificate.

## **EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to You, Your Traveling Companion, or Family Member, scheduled and booked to travel with You.

**The following exclusion(s) appl(y)(ies) to the Trip Interruption.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. a Pre-Existing Medical Condition, as defined in the certificate;
2. being arrested for a DUI/ DWI and as result, being admitted into a (i) drug, marijuana or alcohol treatment facility; (ii) jail; or (iii) awaiting trial.

Death resulting from a Pre-Existing Medical Condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

**In addition to any applicable benefit-specific exclusion, the following general exclusions apply to all losses and all benefits.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane;
2. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
4. expenses incurred by any Child born or adopted during Your Trip;

5. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the certificate specifically provides otherwise;
6. participation in a Civil Disorder or Riot, or insurrection;
7. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner;
8. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
9. air travel on a privately owned aircraft (whether as a pilot or a passenger);
10. piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. a loss or damage caused by detention, confiscation or destruction by customs;
12. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of Your Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this certificate to You or Your Traveling Companion;
13. expenses resulting from a motor vehicle accident, unless the driver is properly licensed to operate the vehicle at the place and time of the Accident;
14. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion;
15. Your Scheduled Destination accommodations remains Uninhabitable or inaccessible after ninety (90) days from the date which Your Scheduled Destination accommodations first became Uninhabitable or inaccessible as a result of a named hurricane or Natural Disaster, and the Travel Supplier failed to provide a refund or alternative Travel Arrangements;
16. cancellation due to lost or stolen Excursion tickets or vouchers or other Excursion documentation.

#### **MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You, Your Traveling Companion, or Family Member scheduled and booked to travel with You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the certificate.

If coverage for a Trip is purchased and it is later determined that You, Your Traveling Companion, or Family Member, scheduled and booked to travel with You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the certificate, the coverage is void and premium paid will be returned.

#### **PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- a. Your premium for this certificate is received within the Time Sensitive Period; and
- b. You or Your Traveling Companion, are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

#### **PREMIUMS**

**PREMIUMS:** Coverage is not effective unless all premium due has been paid prior to the date of loss. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid indirect proportion of the actual amount paid to the required premium due.

#### **CLAIMS PROCEDURES**

##### **Your duties in the event a loss:**

##### **For Trip Interruption You must:**

Immediately, or as soon as possible, call Your Travel Supplier and the program administrator (see Where to Report a Claim) to report Your interruption or delayed arrival to avoid non-covered charges due to late reporting.

If the Insured is prevented from taking their Trip as scheduled or must interrupt their Trip due to Sickness or Injury, the Insured should obtain medical care immediately. We require an examination and treatment by a Physician prior to interruption. Provide all unused transportation tickets, official receipts, etc.

**For Trip Delay, or Missed Trip Connection** You must obtain any specific dated documentation, which provides proof of the reason for delay or missed connection (airline or cruise line forms, medical statements, etc.). Submit this documentation along with Your trip itinerary and all receipts for additional expenses incurred.

### **For Baggage and Personal Effects**

In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects, You must:

1. report theft losses to police or other local authorities as soon as possible and obtain their written report of Your loss;
2. report the baggage delay to the Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items;
3. take reasonable steps to protect Your Baggage and Personal Effects from further damage and make necessary and reasonable temporary repairs; (We will reimburse You for those expenses. We will not pay for further damage if You fail to protect Your items);
4. allow Us to examine the damaged Baggage and Personal Effects and/or We may require the damaged item to be sent in the event of payment;
5. in the event of theft or unauthorized use of Your credit cards, You must notify the credit card company immediately to prevent further unlawful activity;
6. provide original receipts for any items over one hundred fifty (\$150), if available;
7. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged;
8. for claimed items without original receipts, payment of loss will be calculated based upon seventy-five percent (75%) of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

## **HOW TO FILE A CLAIM**

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within twenty (20) days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You. Failure by You or someone on Your behalf to make such notification may result in no benefits being paid.

**Claim Forms:** When notice of claim is received by Us or Our authorized representative, iTravelInsured 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.

Obtain claim forms from the iTravelInsured or at [www.imglobal.com](http://www.imglobal.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within ninety (90) days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than twelve (12) months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide iTravelInsured with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

**Where to Report a Claim:** IMG iTravelInsured Claims

1. Online: [www.imglobal.com](http://www.imglobal.com)
2. Mail: P.O. Box 3231, Farmington Hills, MI 48333-3231, USA
3. Telephone: 1-866-243-7524 or 1-317-655-9698
4. E-mail: [iTravelClaims@imglobal.com](mailto:iTravelClaims@imglobal.com)

5. Fax: 1-317-927-6882
6. iTravellInsured will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, iTravellInsured may, at its discretion, require original documentation to be sent.

**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 preference 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;
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

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 certificate 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.

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

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

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve its rights against those responsible for its loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this certificate but also recovers from another certificate, the amount recovered from the other certificate shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form, from any Third Party or coverage.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

## GENERAL PROVISIONS

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy.

**Certificates:** The Company will issue Certificates to the Policyholder for their Insureds. Such Certificates will describe each person's benefits and rights under this Policy.

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. If You are over the age of majority and legally competent, You may change Your beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing Us or Our administrator with a written request for the change. When the request is received, whether You are then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by Us prior to Our receipt of the request.

**Clerical Error:** We or Our authorized representative may make a clerical error in keeping the data. If so, when the error is found, the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance

validly in force, nor will it continue insurance validly ended.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Conformity with Statute:** Terms of this certificate that conflict with the laws of the state where it is delivered are amended to conform to such laws.

**Data Needed:** We or Our authorized representative will keep a record of all the data needed to compute premium and carry out the terms of this certificate. We may examine such data at any reasonable time.

**Economic or Trade Sanctions:** Any payments under this certificate 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 U.S. 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 certificate. For more information, You may consult the OFAC internet website at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

**Entire Contract: Changes:** This certificate and any other attachments are the entire contract of insurance. No agent or other person may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this certificate or its attachments.

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after three (3) years from the time written Proof of Loss is required to be furnished.

**Limit on Agent's Authority:** No agent may change or waive any provisions of this certificate. Our office must approve any change or waiver in writing.

**Maximum Benefit Limit of Liability:**

All limits are applied per person.

**Misstatement of Age:** If premiums are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits for which You are insured are based on age and You have misstated Your age, there will be an adjustment of said benefit based on Your true age. We may require satisfactory proof of age before paying any claim.

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

**Primary Insurance:** The insurance provided by this certificate will be paid on a primary basis, regardless of any other coverage. We will pay the applicable eligible benefit, subject to any Deductible amount. We will pay first but reserves the right to recover from any other insurance carrier with which You may be covered. We will pay the claim first then seek to recover any payments made by a Third Party.

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

**Termination of This certificate:** Termination of this certificate will not affect a claim for loss, which occurs after You pay the premium and while the certificate is in force.

**Transfer of Coverage:** Coverage under this certificate cannot be transferred to anyone else.

**ILLINOIS AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is attached to and made a part of the certificate. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Policy certificate, unless otherwise terminated.

The certificate is hereby amended for Illinois Residents as follows:

**A.** The **Injury(ies)/Injured** definition in the **General Definitions** section is deleted and replaced as follows:

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this certificate is in force and resulting directly and independently of disease or bodily infirmity. Injury must not be caused by, or result from, Sickness. The injury(ies) must require examination and treatment and must be verified by a Physician.

**B.** Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and will have no effect.

**C.** The **Legal Actions Against Us** provision located within the **General Provisions** section is deleted and replaced as follows:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished. However, the running of such 3 year period to bring suit is tolled from the date Proof of Loss is filed until the date the claim is denied in whole or in part.

**D.** The **Conformity with Statute** provision located within the **General Provisions** section is void and will have no effect.

**E.** The provision titled **The Contract** and the provision titled **Entire Contract: Changes, both of which are** located within the **General Provisions** section, are hereby deleted and replaced as follows:

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached, and the Certificates of Insurance. No agent or other person may change it in any way. The contract cannot be revised midterm without the mutual consent of the Insured and the Company. Only an officer of the Company can approve a change on behalf of the Company, and any such change must be attached.

**F.** The following provision is hereby added to the certificate:

**Civil Unions:** Whenever the term Spouse is used throughout the certificate, or in any document attached to the certificate, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Illinois law. Any Family Member brought within the scope of the certificate as a result of Your marriage is also brought within the scope of the certificate by Your civil union under Illinois law.

**G.** The **Physical Examination and Autopsy** provision located within the **General Provisions** section is hereby deleted and replaced as follows:

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law and where performing an autopsy on You would not violate Your sincere religious beliefs.

**H.** The following provision is hereby added to the certificate:

**Substitute Transportation Expenses:** Notwithstanding any provision to the contrary, if a coverage provides benefits for unplanned transportation expenses meant to serve as a substitute for transportation booked for Your Trip, no



benefits payable shall be reduced solely because the substitute transportation arranged is of the same type and class of transportation as the transportation that was originally booked.

I. The **Clerical Error** provision located within the **General Provisions** section is deleted and replaced as follows:

**Clerical Error:** We or Our authorized representative may make a clerical error in keeping data. If so, when the error is found, benefits will be adjusted according to the correct data. If You have been charged in excess of the correct premium amount due to Our error, We or Our authorized representative will refund the excess premium charged. An error will not end insurance validly in force, nor will it continue insurance validly ended.

J. The following provision shall always apply:

#### **15 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this certificate within 15 days after receipt by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this certificate. When so returned, all coverages under this certificate are invalid from the beginning.

K. The following provision is hereby added to the certificate:

**Travel Assistance Services Provider Limitation:** Notwithstanding any provision to the contrary, You are not required to utilize the services of the designated Travel Assistance Services Provider to arrange any services or transportation under any coverage in the certificate or in any rider attached thereto. However, if You elect not to utilize the services of the designated Travel Assistance Services Provider, all benefits payable under any coverage where a designated Travel Assistance Service Provider is available to make arrangements for services or transportation will be limited to the amount that would have be payable had You utilized the designated Travel Assistance Service Provider. Amounts exceeding this shall not be covered.

L. The following provision is hereby added to the certificate:

**Pre-Approval Not Required:** Any requirement that provides that We, the designated Travel Assistance Services Provider and/or Designated Security Consultant must pre-approve or arrange the use of any service or transportation for You to be eligible for any benefits under any coverage in the certificate, or in any rider attached thereto, shall not apply.

M. The following is hereby added to the certificate:

#### **WARNING**

**PURCHASING THIS COVERAGE MAY VOID OR LIMIT OTHER INSURANCE SUCH AS A HOMEOWNERS POLICY OR FIRE POLICY COVERING YOUR CONTENTS. PLEASE READ ANY SUCH POLICIES YOU HAVE.**

N. If included within the **Travel Arrangement Protection** section, the provisions regarding **Medical Evacuation and Repatriation of Remains** coverage are hereby deleted and replaced as follows:

#### **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a Sickness, Injury, or loss of life, during Your Trip, for the following:

#### **Emergency Medical Evacuation**

We will pay for the transportation expenses incurred for an Emergency Medical Evacuation to the nearest suitable Hospital or medical facility where adequate treatment is available to treat an Unforeseen Sickness or Injury provided:

1. the local attending Physician determines that Your condition is acute, severe or life threatening; and
2. that adequate treatment is not available in Your immediate area.

We have a designated Travel Assistance Service Provider who can arrange Your evacuation. You do not have to utilize the designated Travel Assistance Service Provider to arrange Your evacuation. However, all benefits payable under this coverage will be limited to the maximum amount that would have been payable had You utilized the designated Travel Assistance Service Provider to make Your evacuation arrangements.

### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return You to Your point of origin, Your Primary Residence, or to a Hospital of Choice or medical facility closest to Your Primary Residence capable of providing continued treatment. The Medical Repatriation must be approved by Your local attending Physician.

We will pay for one of the following methods of transportation:

- (a) one-way transportation, which may be of the same class as Your original ticket(s) unless this option is not available;
- (b) commercial air upgrade to business or first class, less refunds from Your unused transportation tickets;
- (c) other covered land or air transportation including, but not limited to, commercial stretcher, Medical Escort, or the contracted charges for air ambulance.

If possible, Your Common Carrier tickets will be used.

We have a designated Travel Assistance Service Provider who can arrange Your repatriation. You do not have to utilize the designated Travel Assistance Service Provider to arrange Your repatriation. However, all benefits payable under this coverage will be limited to the maximum amount that would have been payable had You utilized the designated Travel Assistance Service Provider to make Your repatriation arrangements.

We will also pay a benefit for the expenses incurred for a Medical Escort's transportation and accommodations if an onsite attending Physician recommends in writing that a Medical Escort accompany You.

**Medical Escort** means a medically trained professional who is contracted to accompany and provide medical care to a sick or injured person while they are being transported.

We have a designated Travel Assistance Service Provider who can arrange the services of a Medical Escort. You do not have to utilize the designated Travel Assistance Service Provider to arrange the services of a Medical Escort. However, all benefits payable under this coverage will be limited to the maximum amount that would have been payable had You utilized the designated Travel Assistance Service Provider to arrange the services of a Medical Escort.

**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your Primary Residence. The maximum amount payable is limited to the cost of transportation to Your Primary Residence.

**Advance Payment:** We will pay covered expenses directly to the service provider if You require an Emergency Medical Evacuation while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Emergency Medical Evacuation claim is not covered.

We will not pay benefits for any loss caused by or resulting from transportation taken against the advice of the local attending Physician.

Medical Evacuation expenses will only be payable for necessary transportation, related medical services and medical supplies.

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of Primary Residence or Your origination point if You die during Your Trip.

Repatriation Expenses means:

- (a) embalming or local cremation; and
- (b) associated temporary storage costs for up to fourteen (14) days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains;
- (c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to: 1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States; and
- (d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

We have a designated Travel Assistance Service Provider who can arrange the transportation of Your remains. The person who seeks to return Your remains does not have to utilize the designated Travel Assistance Service Provider to arrange the transportation of Your remains. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had such person utilized the designated Travel Assistance Service Provider to arrange the transportation of Your remains.

Dispatch of a Physician: If the local attending Physician cannot adequately assess Your need for Emergency Medical Evacuation or transportation, and a Physician is dispatched to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

We have a designated Travel Assistance Service Provider who can arrange the services of a Physician. You do not have to utilize the designated Travel Assistance Service Provider to arrange the services of a Physician. However, all travel expenses payable under this coverage will be limited to the maximum amount that would have be payable had You utilized the designated Travel Assistance Service Provider to arrange the services of a Physician.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

- O. If included within the **Travel Arrangement Protection** section, the provisions regarding **Additional Medical Evacuation** coverage are hereby deleted and replaced as follows:

#### **ADDITIONAL MEDICAL EVACUATION**

**Return Transportation:** If We have previously evacuated You to a medical facility, We will reimburse Your airfare costs, less refunds from Your unused transportation tickets, from that facility to Your Return Destination or Primary Residence, within one hundred eighty (180) days from Your original Scheduled Return Date. Airfare costs will be the same class as Your original tickets.

We have a designated Travel Assistance Service Provider who can arrange Your return transportation. You do not have to utilize the designated Travel Assistance Service Provider to arrange Your return transportation. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had You utilized the designated Travel Assistance Service Provider to arrange Your return transportation.

**Transportation of Children/Child:** If You die or are Hospitalized for more than three (3) consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay up to the cost of a single one-way transportation ticket of the same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to Your residence in the United States, including the cost of an attendant.

We have a designated Travel Assistance Service Provider who can arrange the return transportation of Your Child/Children. You do not have to utilize the designated Travel Assistance Service Provider to arrange the return transportation Your Child/Children. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had You utilized the designated Travel Assistance Service Provider to arrange the return transportation of Your Child/Children.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than three (3) consecutive days following an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay, up to

the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation or Medical Repatriation is not imminent.

You must provide all receipts for all covered expenses incurred during the stay.

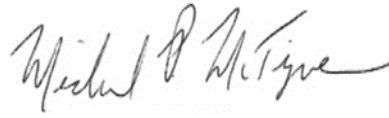
These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

If there is a conflict between the certificate and this Endorsement, the terms of this Endorsement will govern.

**Signed for United States Fire Insurance Company By:**



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

**TRAVEL INSURANCE CERTIFICATE**

**TripArmor Post Departure**

This certificate describes the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased. Defined terms are capitalized and their meanings are listed in the General Definitions section.

**PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS**

This document is a legal contract issued in consideration of Your payment of the premium due collected by Us or Our authorized representative. If there are any conflicts between the contents of this document and the policy (form series T7000GBP), the policy will govern in all cases.

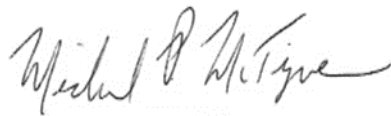
**10 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this insurance within ten (10) days from the date of purchase by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this certificate. When so returned, all coverages under this certificate are invalid from the beginning.

**Signed for United States Fire Insurance Company By:**



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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## SCHEDULE OF BENEFITS

No benefits will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### Travel Insurance

<b>Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical and Dental Expense	up to \$100,000 per person
Dental Expense sublimit	up to \$1,000 per Trip

### Accident Death and Dismemberment

<b>Benefits</b>	<b>Maximum Benefit Amount</b>
24 hour Accident Death and Dismemberment	\$50,000
Exposure	Included
Disappearance	Included

T7000GBC-A&H-SOB

## **COVERAGE PROVISIONS**

### **Who Is Eligible For Coverage**

A person who is booked to travel on a Trip and pays the required premium is covered under this certificate. Eligibility for purchase of this certificate will be determined at the time of claim. If it is determined that You or Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this certificate will be refunded.

### **Non-Refundable Provision**

After the ten (10) day review period, the premium for this certificate is non-refundable.

### **Maximum number of Insureds**

The maximum number of Insureds allowed under this certificate is ten (10).

## **WHEN COVERAGE BEGINS AND ENDS**

### **When Coverage Begins:**

#### **This is Your Effective Date and time for All Coverages:**

Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

### **When Coverage Ends:**

**All Coverages:** Your coverage automatically ends on the earlier/est of:

1. the date You complete Your Trip;
2. the Scheduled Return Date;
3. Your arrival at Your Return Destination on a round Trip, or Your Scheduled Destination on a one-way Trip;
4. cancellation of Your Trip covered by this certificate;
5. the date You return from Your Trip if Your return was delayed due to a covered Unforeseen reason listed under the certificate.

## **EXTENSION OF COVERAGE**

### **Automatic Extension of Coverage**

All coverages under this certificate will be extended if Your entire Trip is covered by this certificate and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled Return Destination or ten (10) days after the originally Scheduled Return Date.

Benefits will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

## **TRAVEL INSURANCE BENEFITS**

### **ACCIDENT & SICKNESS**

#### **MEDICAL AND DENTAL EXPENSE BENEFIT**

Benefits will be paid for Medical Expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

- a. benefits will be payable only for Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on Your Trip (of a duration of 180 days or less for Sickness) and requires treatment in person by a Physician;
- b. Sickness must first commence or manifest itself and Injury must first occur while on Your Trip (of a duration of 180 days or less for Sickness);
- c. only Medical Expenses incurred by You within thirty (30) days after the Scheduled Return Date of Your Trip will be reimbursed, provided the initial treatment was received and documented by a Physician during Your Trip.

If You suffer one or more Injury or Sickness while on the same Trip, the maximum amount payable for all Injuries or Sicknesses will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.



**Medical Expenses** means expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services, including expenses for a 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 designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from Your Injury or Sickness;
3. emergency dental treatment incurred during Your Trip due to an Accidental Injury to sound natural teeth. Dental Expenses incurred after Your Trip is completed are not covered;
4. local transportation expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Trip.

**Advance Payment:** If You require admission to a Hospital or treatment at a clinic, Our designated Travel Assistance Services Provider will arrange advance payment (directly to the provider) necessary for Your admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided You agree to reimburse Us if it is determined that Your Medical Expense claim is not covered.

We reserve the right to deny a request for advance payment if We confirm that Your claim is not covered under the certificate. An advance payment made by Us is not a guarantee that Your Medical Expense claims are covered.

Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

**Emergency Dental Expenses** means expenses incurred only for the following:

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

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Trip.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

### **24 HOUR**

We will pay the percentage of the Principal Sum indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip, sustained a Loss shown in the Table of Losses below.

**Table of Loss**

<b>Loss of</b>	<b>% of Principal Sum</b>
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%

The Loss must occur within one hundred eighty-one (181) days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and is covered under this certificate.

If more than one Loss is sustained by You as a result of the same Accident, only one amount, the largest applicable to the Losses incurred, will be paid. We will not pay more than 100% of the Maximum Benefit Amount shown in the Schedule of Benefits for all Losses due to the same Accident.

**Loss** with regard to:

- a) hand(s), or foot/feet, means actual severance at or above a wrist joint proximal to the elbow or actual severance at or above the ankle proximal to the knee, respectively; and
- b) eye or eyes means total and irrecoverable Loss of entire sight thereof in that eye.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

### **EXPOSURE**

We will pay for covered losses, as shown in the Table of Loss, which result from You being unavoidably exposed to the elements due to an Accident during Your Trip. The Loss must occur within one hundred eighty-one (181) days after the event which caused the exposure.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

### **DISAPPEARANCE**

We will pay for loss of life, as shown in the Table of Loss, if Your body cannot be located within one hundred eighty-one (181) days after a disappearance due to an Accident during Your Trip. We have the right to recover the benefit if We find that You survived the event.

Exposure and/or Disappearance Benefits are supplemental to benefits provided under Accidental Death and Dismemberment and Your Accidental Death and Dismemberment coverage may not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

### **Accidental Death and Dismemberment Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefits. We will not provide benefits for any loss due to, arising or resulting from:

- a. Sickness or disease of any kind, directly or indirectly;
- b. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

These benefit(s) will not duplicate any other benefits payable under the certificate or any coverage(s) attached to the certificate.

### **GENERAL 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.

**Accommodation(s)** means any establishment used for the purposes of temporary, overnight lodging such as apartment, condominium, or other vacation or timeshare residential unit(s).

**Adventure or Extreme Activities** means B.A.S.E. jumping, bull riding, running of the bulls, free diving, parachuting, skydiving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, bodily contact sports excluding limited contact sports, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, multi-sport endurance competitions, parkour, scuba diving if the depth exceeds 131 feet (40 meters) and any activity materially similar to the above.

**Business Partner** means a person who is: (1) involved with You in a legal partnership; and (2) actively involved in the daily management of the business.

**Children/Child** means a person:

- 1. under age of eighteen (18) and primarily dependent on You for support and maintenance; or
- 2. who is at least age seventeen (17) but less than age twenty-six (26) and primarily dependent on You for support and maintenance and who regularly attends an accredited school or college.

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

**Civil Disorder or Riot** means a public disturbance by a person or persons acting in revolt, coup, rebellion or resistance against an established government or civil authority or involvement in acts of violence that causes immediate danger, damage, or injury to others or their property.

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

**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. 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 do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

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

- (a) resides with You;
- (b) shares financial assets and obligations with You;
- (c) is not related by blood or adoption to You to a degree of closeness that would prohibit a legal marriage;
- (d) neither You nor domestic partner is married to anyone else, nor has any other domestic partner.

We may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership or whatever documentation as required by the state in which You reside.

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this certificate.

**Elective Treatment And Procedures** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**Excursion** means a scheduled event, or activity for which coverage is elected and You purchased through Your Travel Supplier, prior to Your Scheduled Departure Date.

**Experimental or Investigative** means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

**Family Member** means the following relatives of You:

- (a) Spouse, civil union partner, Domestic Partner, or fiancé;
- (b) children, children-in-law, step-children, foster children, ward or legal ward or fiancé's child;
- (c) siblings, siblings-in-law, step-siblings;
- (d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- (e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- (f) step-aunts or step-uncles;
- (g) aunts or uncles;
- (h) nieces or nephews; step-nieces or step-nephews

**Hospital** means a facility that:

- (a) is operated according to law for the care and treatment of sick or Injured people;
- (b) is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- (c) is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals.

A **Hospital** does not include:

1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
2. a facility which primarily treats drug, marijuana or alcoholism addictions.

**Hospitalized or Hospitalization** means admitted to a Hospital overnight or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this certificate is in force and resulting directly and independently of all other causes of loss covered by this certificate. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

**Inpatient** means a person:

- (a) who is confined in a Hospital as a registered bed patient overnight; and
- (b) for whom at least one day's room and board is charged by the Hospital.

**Medically Fit to Travel** means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Trip, You are medically able to travel.

**Medically Necessary** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- (d) is not used for the convenience of You, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, pitons, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

**Payments or Deposits** means the first payment made to Your Travel Supplier toward the cost of Your Trip, whether refundable or not. A "good faith deposit" or a "holding payment" is not considered the initial Trip payment until the payment is applied to confirmed dates of travel. The date the initial Trip payment or deposit is made is considered day (one) 1 of the period during which additional insurance options may be purchased for the purposes of evaluating the Time Sensitive Period.

**Physician** means a licensed practitioner of medical, services acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You, a Traveling Companion, a Family Member, a Business Partner or retained by the Policyholder.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the date Your coverage is effective for which You:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before coverage is effective under this certificate.

- 3) required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
- a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Return Destination** means Your final destination as shown in the itinerary or other travel documents and the place to which You expect to return from Your Trip.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the itinerary or other travel documents where You expect to travel to on Your Trip other than Return Destination.

**Scheduled Return Date** means the date on which You are originally scheduled to return from Your Trip to the point of origin or the last day of Your Trip.

**Scheduled Trip Departure City** means the city from which You are originally scheduled to depart on the Trip.

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the certificate.

Sickness does not include any Mental, Nervous or Psychological, Condition or Disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**Spouse** means Your lawful spouse, if not legally separated or divorced. For the purposes of this certificate, the term spouse includes civil union partner whenever used.

**Third Party(ies)** means any person, corporation or other entity (except You, Rental Property and Us).

**Time Sensitive Period** means insurance must be purchased within twenty (20) days of the date Your initial Payments or Deposits for Your Trip is received.

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

**Travel Assistance Services Provider** means International Medical Group.

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

**Travel Supplier** means any entity or organization that coordinates or supplies Travel Arrangements for You:

1. from whom this certificate is purchased; and
2. with whom You booked Your Travel Arrangements.

**Trip** means a scheduled Trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date and is one hundred (100) miles or more from Your Primary Residence.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

**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.

**Wanton** means senseless, unprovoked, unjustifiable, or deliberately malicious.

**Willful** means deliberate or intentional.

**You, Your** means the person who is covered under this certificate.

## EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You.

### **The following exclusions apply to the Medical and Dental Expense benefits.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. a Pre-Existing Medical Condition, as defined in the certificate;

Death resulting from a Pre-Existing Medical Condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

We will not pay for any loss or expense caused due to, arising or resulting from:

1. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advice;
3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
4. mental health care;
5. physical therapy or occupational therapy;
6. Experimental or Investigative treatment or procedures;
7. Elective Treatment and Procedures;
8. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that first manifests or occurred during Your Trip;
9. any medical service provided by You, a Family Member, or Traveling Companion;
10. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
11. Alcohol, marijuana abuse or substance abuse or treatment for the same including admittance to a rehab facility;
12. Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Interruption or elective abortion;
13. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the certificate is in effect. Hospitalized or Partially Hospitalized requirement does not apply to dementia when death results;
14. any loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the certificate is not in effect for You;
15. Your participation in Adventure or Extreme Activities, riding or driving in races, or participation in speed or endurance competition or events, except as a spectator;
16. diving if You are not certified to dive and a dive master is not present during the dive.
17. Your participation in an organized athletic or sporting competition, contest, or stunt under contract in exchange for an agreed-upon salary or compensation. This does not include athletes participating in exchange for a scholarship or tuition.

**In addition to any applicable benefit-specific exclusion, the following general exclusions apply to all losses and all benefits.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane;
2. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
4. expenses incurred by any Child born or adopted during Your Trip;
5. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the certificate specifically provides otherwise;
6. participation in a Civil Disorder or Riot, or insurrection;
7. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner;
8. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
9. air travel on a privately owned aircraft (whether as a pilot or a passenger);
10. piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. expenses resulting from a motor vehicle accident, unless the driver is properly licensed to operate the vehicle at the place and time of the Accident;
12. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion.

**MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the certificate.

If coverage for a Trip is purchased and it is later determined that You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the certificate, the coverage is void and premium paid will be returned.

**PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- a. Your premium for this certificate is received within the Time Sensitive Period; and
- b. You are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

**PREMIUMS**

**PREMIUMS:** Coverage is not effective unless all premium due has been paid prior to the date of loss. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid indirect proportion of the actual amount paid to the required premium due.

**CLAIMS PROCEDURES**

**Your duties in the event a loss:**

**For Medical and Emergency Dental Expenses** You must:

1. provide Us with all receipts from the provider of services and reports for medical and/or emergency dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment;

2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of Your claim;
3. sign a patient authorization to release any information required by Us to investigate Your claim.

## HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within twenty (20) days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You. Failure by You or someone on Your behalf to make such notification may result in no benefits being paid.

**Claim Forms:** When notice of claim is received by Us or Our authorized representative, iTravelInsured 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.

Obtain claim forms from the iTravelInsured or at [www.imglobal.com](http://www.imglobal.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within ninety (90) days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than twelve (12) months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide iTravelInsured with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

### **Where to Report a Claim:** IMG iTravelInsured Claims

1. Online: [www.imglobal.com](http://www.imglobal.com)
2. Mail: P.O. Box 3231, Farmington Hills, MI 48333-3231, USA
3. Telephone: 1-866-243-7524 or 1-317-655-9698
4. E-mail: [iTravelClaims@imglobal.com](mailto:iTravelClaims@imglobal.com)
5. Fax: 1-317-927-6882
6. 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.

**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 preference 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;
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

All or a portion of all benefits provided by the certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

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 certificate 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.



If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

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

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve its rights against those responsible for its loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this certificate but also recovers from another certificate, the amount recovered from the other certificate shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form, from any Third Party or coverage.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

## GENERAL PROVISIONS

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy.

**Certificates:** The Company will issue Certificates to the Policyholder for their Insureds. Such Certificates will describe each person's benefits and rights under this Policy.

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. You are over the age of majority and legally competent may change Your beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing Us or Our administrator with a written request for change. When the request is received, whether You are then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it prior to receipt of the request.

**Clerical Error:** We or Our authorized representative may make a clerical error in keeping the data. If so, when the error is found, the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Conformity with Statute:** Terms of this certificate that conflict with the laws of the state where it is delivered are amended to conform to such laws.

**Data Needed:** We or Our authorized representative will keep a record of all the data needed to compute premium and carry out the terms of this certificate. We may examine such data at any reasonable time.

**Economic or Trade Sanctions:** Any payments under this certificate 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 U.S. 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 certificate. For more information, You may consult the OFAC internet website at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

**Entire Contract: Changes:** This certificate and any other attachments are the entire contract of insurance. No agent or other person may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this certificate or its attachments.

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after three (3) years from the time written Proof of Loss is required to be furnished.

**Limit on Agent's Authority:** No agent may change or waive any provisions of this certificate. Our office must approve any change or waiver in writing.

**Maximum Benefit Limit of Liability:**

All limits are applied per person.

**Misstatement of Age:** If premiums are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits for which You are insured are based on age and You have misstated Your age, there will be an adjustment of said benefit based on Your true age. We may require satisfactory proof of age before paying any claim.

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

**Primary Insurance:** The insurance provided by this certificate will be paid on a primary basis, regardless of any other coverage. We will pay the applicable eligible benefit, subject to any Deductible amount. We will pay first but reserves the right to recover from any other insurance carrier with which You may be covered. We will pay the claim first then seek to recover any payments made by a Third Party.

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

**Termination of This certificate:** Termination of this certificate will not affect a claim for loss, which occurs after You pay the premium and while the certificate is in force.

**Transfer of Coverage:** Coverage under this certificate cannot be transferred to anyone else.

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

**ILLINOIS AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is attached to and made a part of the certificate. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the certificate, unless otherwise terminated.

The certificate is hereby amended for Illinois Residents as follows:

**A.** The **Injury(ies)/Injured** definition in **General Definitions** section is deleted and replaced as follows:

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this certificate is in force and resulting directly and independently of disease or bodily infirmity. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

**B.** Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and will have no effect.

**C.** The **Legal Actions Against Us** provision located within the **General Provisions** section is deleted and replaced as follows:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after three (3) years from the time written Proof of Loss is required to be furnished. However, the running of such three (3) year period to bring suit is tolled from the date Proof of Loss is filed until the date the claim is denied in whole or in part.

**D.** The **Conformity with Statute** provision located within the **General Provisions** section is void and will have no effect.

**E.** The provision titled **The Contract** located within the **General Provisions** section is hereby deleted and replaced as follows:

**Entire Contract: Changes:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached, and the Certificates of Insurance. No agent or other person may change it in any way. Only an officer of the Company can approve a change. Any such change must be attached.

**F.** The following provision is hereby added to the certificate:

**Time of Payment of Claims:** Indemnities payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this certificate provides periodic payment will be paid not be less frequently than monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

**G.** The following provision is hereby added to the certificate:

**Civil Unions:** Whenever the term Spouse is used throughout the certificate, or in any document attached to the certificate, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Illinois law. Any Family Member brought within the scope of the certificate as a result of Your marriage is also brought within the scope of the certificate by Your civil union under Illinois law.

**H.** The **Benefit to Bailee** provision located within the **How to File a Claim** section is deleted and replaced as follows:

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

**I.** The following provision is hereby added to the certificate:

Notwithstanding any provision to the contrary, the following rules govern Our right to reimbursement and right to

subrogation:

**Recovery:** As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form, from any coverage.

We will not pay or be responsible, without Our written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

**Reimbursement Provision:** If You recover expenses for Sickness or Injury that occurred due to the negligence of a third party, We have the right to first reimbursement for all benefits We paid from any and all damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by You, Your parents if You are a minor or Your legal representative as a result of that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the third party admits liability.

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We are assigned the right to recover from the Third Party, or his or her insurer, to the extent of the benefits we paid for that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the Third Party admits liability. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**J.** When included, the **Accidental Death and Dismemberment Exclusions** are hereby deleted and replaced with the following:

#### **Accidental Death and Dismemberment Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefits. We will not provide benefits for any loss due to, arising or resulting from:

- a. Sickness or disease of any kind;
- b. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

If there is a conflict between the certificate and this Endorsement, the terms of this Endorsement will govern.

**Signed for United States Fire Insurance Company By:**



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## **Illinois Guaranty Notice**

Title 50, Chapter I, Subchapter 11, Part 3401 of the Illinois Insurance Code requires all Group Life and Health insurers to provide a summary of the basic provisions of the Illinois Life and Health Insurance Guaranty Association Law.

Any questions concerning this summary should be directed to the Illinois Life and Health Guaranty Association or to the Illinois Insurance Department at the addresses contained in the summary.

### **ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW**

Residents of Illinois who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in Illinois to write these types of insurance are members of the Illinois Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its policy obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the covered claims of policyholders that live in Illinois (and their payees, beneficiaries, and assignees) and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, as noted below.

### **ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION DISCLAIMER**

The Illinois Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are substantial limitations and exclusions. Coverage is generally conditioned on continued residence in Illinois. Other conditions may also preclude coverage.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Law when selecting an insurer. Your insurer and agent are prohibited by law from using the existence of the Association or its coverage to sell you an insurance policy.

The Illinois Life and Health Insurance Guaranty Association or the Illinois Department of Insurance will respond to any questions you may have which are not answered by this document. Policyholders with additional questions may contact:

**Illinois Life and Health Insurance Guaranty Association**

**1520 Kensington Road, Suite 112**

**Oak Brook, IL 60523**

**(773) 714-8050**

**<http://www.ilhiga.org>**

**Illinois Department of Insurance**

**320 West Washington Street**

**4th Floor**

**Springfield, Illinois 62767**

**(217) 782-4515**

**<http://www.insurance.illinois.gov>**

## SUMMARY OF GENERAL PURPOSES AND CURRENT LIMITATIONS OF COVERAGE

The Illinois law that provides for this safety-net coverage is called the Illinois Life and Health Insurance Guaranty Association Law ("Law") 215 ILCS 5/531.01, et seq.. The following contains a brief summary of the Law's coverages, exclusions, and limits. This summary does not cover all provisions, nor does it in any way change anyone's rights or obligations under the Law or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

### a) Coverage:

The Illinois Life and Health Insurance Guaranty Association provides coverage to policyholders that reside in Illinois for insurance issued by members of the Guaranty Association, including:

- 1) Direct non group life insurance, health insurance, annuity and supplemental contracts;
  - 2) life, health, annuity certificates under direct group policies or contracts;
  - 3) unallocated annuity contracts; and
  - 4) contracts to furnish health care services and subscription certificates for medical or health care services issued by certain licensed entities. The beneficiaries, payees, or assignees of such persons are also protected, even if they live in another state.
- b) 1) the insurer that issued the policies or contracts domiciled in Illinois; and
- 2) the states in which the persons reside have associations similar to the Illinois Association; and
  - 3) the persons are not eligible for coverage by an association in any other state due to the fact that the insurer was not licensed in that state at the time specified in that state's guaranty association law.

### c) Exclusions from Coverage:

- 1) The Guaranty Association does not provide coverage for:
  - A) any policy or portion of a policy for which the individual has assumed the risk;
  - B) any policy of reinsurance (unless an assumption certificate was issued);
  - C) interest rate guarantees which exceed certain statutory limitations;
  - D) any unallocated annuity contracts issued to an employee benefit plan protected under the Pension Benefit Guaranty Corporation and any portion of the contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery;
  - E) any portion of any unallocated annuity contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery.
  - F) any policy or contract providing any hospital, medical, prescription drug, or other health care benefits pursuant to Part C or Part D of Subchapter XVIII, Chapter 7 of Title 42 of the United States Code (commonly known as Medicare Part C & D) or any regulations issued pursuant thereto;
  - G) any portion of a policy or contract to the extent that the assessments required by Section 531.09 of this Code with respect to the policy or contract are preempted or otherwise not permitted by federal or State law;
  - H) any portion of a policy or contract issued to a plan or program of an employer, association, or other person to provide life, health, or annuity benefits to its employees, members, or others to the extent that the plan or program is self-funded or uninsured, including, but not limited to, benefits payable by an employer, association, or other person under:
    - a) a multiple employer welfare arrangement as defined in 29 U.S.C. Section 1144;
    - b) a minimum premium group insurance plan;
    - c) a stop loss group insurance plan; or
    - d) an administrative services only contract.
- I) any portion of a policy or contract to the extent that it provides for:
  - a) dividends or experience rating credits;
  - b) voting rights; or
  - c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service or administration of the policy or contract;

- J) any portion of a variable life insurance or variable annuity contract not guaranteed by an insurer; or
  - K) any contractual agreement that establishes the member insurer's obligations to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan or its trustee, which in each case is to an affiliate of the member insurer;
  - L) any portion of a policy or contract to the extent that it provides for interest or other changes in value to be determined by the use of an index or other external reference stated in the policy or contract, but which have not been credited to the policy or contract, or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer under this Code, whichever is earlier. If a policy's or contract's interest or changes in value are credited less frequently than annually, then for purposes of determining the values that have been credited and are not subject to forfeiture under this Section, the interest or change in value determined by using the procedures defined in the policy or contract will be credited as if the contractual date of crediting interest or changing values was the date of the impairment or insolvency, whichever is earlier, and will not be subject to forfeiture; or
  - M) any stop loss insurance.
- 2) In addition, persons are not protected by the Guaranty Association if:
- A) the Illinois Director of Insurance determines that, in the case of an insurer which is not domiciled in Illinois, the insurer's home state provides substantially similar protection to Illinois residents which will be provided in a timely manner; or
  - B) their policy was issued by an organization which is not a member insurer of the Association was not licensed or did not have a certificate of authority to issue the policy or contract in this State.
- d) Limits on Amount of Coverage:
- 1) The Law also limits the amount the Illinois Life and Health Insurance Guaranty Association is obligated to pay. The Guaranty's Association's liability is limited to the lesser of either:
    - A) the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or
    - B) with respect to any one life, regardless of the number of policies, contracts, or certificates:
      - i) in the case of life insurance, \$300,000 in death benefits but not more than \$100,000 in net cash surrender or withdrawal values;
      - ii) in the case of health insurance:
        - a) \$100,000 for coverages not defined as disability insurance or basic hospital, medical, and surgical insurance or major medical insurance or long-term care insurance, including any net cash surrender and net cash withdrawal values;
        - b) \$300,000 for disability insurance and \$300,000 for long-term care insurance as defined in Section 351 A-1 of this Code; and
        - c) \$500,000 for basic hospital medical and surgical insurance and major medical insurance;
      - iii) with respect to annuities 250,000 in the present value of annuity benefits, including net cash surrender or withdrawal values, and \$250,000 in the present value of annuity benefits for individuals participating in certain government retirement plans covered by an unallocated annuity contract. The limit for coverage of unallocated annuity contracts other than those issued to certain governmental retirement plans is \$5,000,000 in benefits per contract holder, regardless of the number of contracts.
- e) However, in no event is the Guaranty Association liable for more than (1) in aggregate of \$300,000 in benefits with respect to any one life except with respect to benefits for basic hospital, medical and surgical insurance and major medical insurance in which case the aggregate liability of the Association shall not exceed \$500,000 with respect to any one individual.

## PRIVACY NOTICE

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, “The Company”) values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you (“Information”). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

### **Your privacy is our concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

### **What kind of information do we collect about you and from whom?**

We obtain most of our Information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

### **What do we do with the information collected about you?**

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

### **To whom do we disclose information about you?**

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.



Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

## **About Our Websites**

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

***Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.***

## **How to contact us**

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department  
305 Madison Avenue  
Morristown, NJ 07960  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

## **Changes to this Privacy Notice**

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

## **For California Residents Only:**

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

**The right** to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

**The right** to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

**The right** to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to <http://www.cfins.com/request-to-know-california-residents/> or call 1.844.254.5754
- If you would like to make a Request to Delete, <http://www.cfins.com/request-to-delete-california-residents/> or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:  
Crum & Forster Legal Department  
PO Box 1973  
305 Madison Avenue  
Morristown, NJ 07962  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at <http://www.cfins.com/terms/>.

January 2020