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

# INDIVIDUAL TRAVEL INSURANCE POLICY

## SAFECRUISE

United States Fire Insurance Company, herein referred to as the “Company” or as “We”, “Us” and “Our”, agrees to pay the benefits provided by this policy per its provisions. This policy provides travel protection insurance benefits. 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.

**10 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this policy 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 policy. When so returned, all coverages under this policy are invalid from the beginning.

INCORPORATION PROVISION: The provisions of this policy and all amendments to this policy, after its effective date, are made part of this policy.

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





Marc J. Adee
Chairman and CEO

James Kraus
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 Cancellation | up to 100% of the non-refundable insured Trip Cost |
| Trip Interruption | up to 150% of the non-refundable insured Trip Cost |
| Trip Delay | up to $200 per day per person, to a maximum of $1,000 per person |
| Single Supplement | Included |
| Missed Trip Connection | up to $2,000 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<br>Return Transportation<br>Transportation of Children/Child<br>Bedside Visit Transportation to Join You | up to $1,000,000 per person<br>Included<br>Included<br>Included |

**Protection For Your Belongings**

| Benefit(s) | Maximum Benefit Amount |
|---|---|
| Baggage and Personal Effects<br>Passport, Visa or Other Travel Documents Replacement | $2,000 subject to a per item maximum of $250<br>Included |
| Baggage Delay | up to $400 |

**Travel Insurance**

| Benefit(s) | Maximum Benefit Amount |
|---|---|
| Accident & Sickness Medical and Dental Expense<br>Dental Expense sublimit | up to $250,000 per person<br>$1,000 per Trip |

**Accident Death and Dismemberment**

| Benefits | Maximum Benefit Amount |
|---|---|
| Common Carrier | $25,000 |
| Exposure | Included |
| Disappearance | Included |

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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 policy. Eligibility for purchase of this policy will be determined at the time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this policy will be refunded.

**Non-Refundable Provision**

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

**Maximum number of Insureds**

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

## WHEN COVERAGE BEGINS AND ENDS

**When Coverage Begins:**

**This is Your Effective Date and time for Trip Cancellation:**

Coverage begins at 12:01 a.m. at Your location on the day after the date iTravelInsured receives the required premium to cover Your Trip.

**This is Your Effective Date and time for Trip Interruption:**

Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate Travel Arrangement after Your Scheduled Departure Date to reach Your 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:**

**Trip Cancellation** coverage(s) automatically end on the earlier of:

1. the date and time You depart on Your Trip;
2. the date and time You cancel Your Trip.

**All Other 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 policy;
5. the date You interrupt Your Trip due to a covered Unforeseen reason (does not apply if You are able to resume Your Trip without going back to Your Return Destination).
6. the date You return from Your Trip if Your return was delayed due to a covered Unforeseen reason listed under the policy.

## EXTENSION OF COVERAGE

**Automatic Extension of Coverage**

All coverages except **Trip Cancellation** will be extended if Your entire Trip is covered by this policy 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 CANCELLATION

If You cancel Your Trip prior to the Scheduled Departure Date, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements You purchased for Your Trip, provided the cancellation occurs while coverage is in effect for You and is due to any of the following covered Unforeseen reasons, as defined:

1. Your, a Family Member's, a Traveling Companion's, or Business Partner's, death that occurs before departure on Your Trip; or
2. Your, a Family Member's, a Traveling Companion's, or Business Partner's, Sickness or Injury, that:
   (a) occurs before departure on Your Trip;
   (b) is examined and treated by a Physician prior to cancellation; and
   (c) as certified by a Physician, results in medical restrictions so disabling as to cause You to cancel Your Trip;

   Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause You to cancel Your Trip to assume daily management of the business.
3. Sickness, Injury, death or Hospitalization of Your Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing You from participating in the Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while You are on Your Trip on or before the Scheduled Departure Date;
4. You must cancel 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 after the Effective Date of coverage;
2. You or Your Traveling Companion are suffering a Mental, Nervous or Psychological condition or disorders which require Hospitalization or Partial Hospitalization. Hospitalization or Partial Hospitalization must be for at least five (5) or more days before Your Scheduled Trip. A Physician must certify the condition as preventing You or Your Traveling Companion from going on the Trip.
3. This peril applies if You have purchased the policy within the Time Sensitive Period. The Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including Travel Supplier, a Common Carrier, cruise line, tour operator, or other travel entity that causes a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than thirty (30) days following Your Effective Date for Your Trip Cancellation benefit. 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 intended destination;
4. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be documented by a police report;
5. mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's travel for at least six (6) consecutive hours;
6. mandated shutdown by local government authorities of an airport or air traffic control system resulting in the complete cessation of services for at least six (6) consecutive hours of Your Common Carrier;
7. 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 six (6) consecutive hours of Your Common Carrier;
8. Due to a Natural Disaster, a mandatory evacuation is ordered or recommended by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination. This benefit only applies if the policy has been purchased during the Time Sensitive Period;

9. an unannounced Strike results in a complete cessation of services for at least six (6) consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination;

10. Inclement Weather that causes a: delay, or cancellation by a Common Carrier for at least six (6) consecutive hours;

11. Your or Your Traveling Companion's Primary Residence or Scheduled Destination Accommodations are made Uninhabitable and remain 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, or vandalism or burglary;

    Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Cancellation. A hurricane is foreseeable on the date it becomes a named storm. This coverage applies only if You purchased the policy within the Time Sensitive Period;

12. Your Scheduled Trip Departure City or Scheduled Destination is under a hurricane warning or hurricane watch as issued by the NOAA Hurricane Center within twenty-four (24) hours of Your Scheduled Departure Date. Cancellation of Your Trip must occur more than fourteen (14) days following Your Effective Date of coverage for Trip Cancellation;

13. You or Your Traveling Companion are hijacked or Quarantined;

14. 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;

15. 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;

16. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned. Official written revocation/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 Cancellation coverage and the leave revoked or reassigned after the Effective Date of Trip Cancellation coverage;

17. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threating Sickness or Injury, or due to his/her death. You must provide official documentation of the event;

18. a Terrorist Incident occurs before Your Trip:

    (a) within thirty (30) days of Your Scheduled Departure Date 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 arrive.

    Provided You were not offered a substitute itinerary. If an incident occurred in a foreign city within ninety (90) days prior to Your purchase of insurance, all other incidents in that same city are excluded.

19. a documented theft of Your passports or travel documents specifically required for Your Trip. A police report must substantiate the theft;

20. 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 for Trip Cancellation, to a destination specifically listed on Your Itinerary. The travel alert/warning, etc. must occur within thirty (30) days of the scheduled Departure Date.

    For up-to-date information refer to the U.S. State Department website at:
    https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html.

21. 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 Your or Your Traveling Companion's Primary Residence to be relocated. Notification of the transfer must occur after the Effective Date of Your Trip Cancellation Coverage. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;

22. You or Your Traveling Companion are involuntarily terminated or laid off from Your or their employment. The termination notice must occur at least fourteen (14) days after Your Trip Cancellation Effective Date. You or Your Traveling Companion must have been an active employee with the same employer for at least one (1) year;

23. 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 Cancellation 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 or Your Traveling Companion's 1099 and a notarized statement confirming You or Your Traveling Companion are unable to travel due to Your or Your Traveling Companion's job obligations is required;
24. You or Your Traveling Companion are required to work during Your Trip and directly involved in a merger, acquisition, bankruptcy proceedings or voluntary or government required product recall. 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;
25. 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;
26. a cancellation of Your Trip if Your arrival on Your Trip is delayed and causes You to lose fifty percent (50%) or more of the scheduled Trip duration due to the reasons 1-3 covered under the Missed Connection Benefit.

The maximum payable under this Trip Cancellation Benefit is the lesser of the total amount of coverage You purchased or the Maximum Benefit Amount shown in the Schedule of Benefits.

You must report all cancellations to the Travel Supplier within seventy-two (72) hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the seventy-two (72) hours, You should report the event as soon as possible. We do not cover increased amounts of Published Penalties and unused, non-refundable prepaid Payments or Deposits that result from all other delays or reporting beyond seventy-two (72) hours.

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

**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. Sickness, Injury, death or Hospitalization of Your Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing You continuing on Your Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while You are on Your Trip;

4. 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 six (6) consecutive hours;
3. a local government mandated shutdown of an airport or air traffic control system resulting in the complete cessation of services 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 of Your Common Carrier;
5. mandatory evacuation ordered or recommended by local government authorities at Your Scheduled Destination or Return 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;
6. an unannounced Strike resulting in complete cessation of travel services for at least six (6) 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 six (6) 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. Your Scheduled Destination is under a hurricane warning or hurricane watch, as issued by the NOAA Hurricane Center, after Your Scheduled Departure Date;
11. You or Your Traveling Companion are hijacked or Quarantined;
12. 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;
13. 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;
14. 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;
15. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threating Sickness or Injury, or due to his/her death. Official documentation of the event must be provided;
16. 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 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 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.

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. A travel alert or travel warning for levels four (4) and higher or 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;

19. 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 Your or Your Traveling Companion's Primary Residence to be relocated and You or Your Traveling Companions 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;

20. 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;

21. You or Your Traveling Companion are required to work during the Trip. Vacation leave must have been already approved by Your or Your Traveling Companion's employer and cancellation of vacation leave must occur after the Trip Cancellation 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;

22. 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;

23. Your or Your Traveling Companion's place of employment 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;

24. 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 Travel Supplier, a Common Carrier, cruise line, 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;

25. 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 the reasons 1-3 covered under the Missed Connection benefit;

26. 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 two hundred fifty dollars ($250) per day, limited to ten (10) days.

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

**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 six (6) 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 or Return 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 Trip Departure City or 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 policy or any coverage(s) attached to the policy.

**SINGLE SUPPLEMENT**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid non-refundable Travel Arrangements if a person booked to share Accommodations with You cancels his/her Trip due to any of the covered Unforeseen reasons or Other Covered Events shown in Your Trip Cancellation section(s) and You do not cancel or interrupt Your Trip. Proof of cancellation by a person booked to share Accommodations with You is required.

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

**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 policy or any coverage(s) attached to the policy.

**TRAVELING COMPANION BEDSIDE COMPANION DAILY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Traveling Companion is Hospitalized for at least three (3) days during Your Trip, for Reasonable Additional Expenses incurred by You to remain near Your Traveling Companion. If the patient is an insured Child, a Traveling Companion bedside companion is available immediately upon Hospital admission. For purposes of this benefit, the Traveling Companion must accompany You on the Trip. You must provide all receipts for all covered expenses incurred during the stay.

Traveling Companion Bedside Companion Daily Benefits are supplemental to benefits provided under Trip Interruption and Your total Interruption coverage may not exceed the amount shown in the Schedule of Benefits.

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

## 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 threating; 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 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.

**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.

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 or to the place of burial in the United States of America 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 or country where You are stationed or Your Family Member is stationed; 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.

**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 policy or any coverage(s) attached to the policy.

## 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.

**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 fifty percent (50%) 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.

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

**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 six (6) consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.

In addition, We will reimburse You, up to Maximum Benefit Amount shown in the Schedule of Benefits, for the cost to clean any clothing You have in Your possession while waiting for Your lost Baggage.

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

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

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

**EXCLUSIONS AND LIMITATIONS apply to Baggage and Personal Effects and Sports Equipment Rental:**

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.

## 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 one hundred eighty (180) days or less for Sickness) and requires treatment in person by a Physician;

(b) only Medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

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 policy. 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 policy or any coverage(s) attached to the policy.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

### COMMON CARRIER

We will pay the percentage of the Principal Sum shown 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 while:

1. riding solely as a passenger in or on, boarding or alighting from, any public conveyance provided by a Common Carrier, that results in a Loss shown in the Table of Losses below.

**Table of Loss**

| **Loss of** | **% of Principal Sum** |
|---|---|
| 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% |
| Thumb and Index Finger of Same Hand | 25% |

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 policy.

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 Scheduled 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; and

(c) thumb and index finger means complete severance through or above the joint that meets the palm.

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

### 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 three hundred sixty-five (365) days after the event which caused the exposure.

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

### DISAPPEARANCE

We will pay for loss of life, as shown in the Table of Loss, if Your body cannot be located within three hundred sixty-five (365) 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 policy or any coverage(s) attached to the policy.

## 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, 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 or Your Traveling Companion in a legal partnership; and (2) actively involved in the daily management of the business.

**Child Caregiver** means an individual providing basic childcare service needs for Your minor Children under the age of 18 while You are on Your Trip without the minor Children. Arrangements for having child caregiver services during Your Trip must be made thirty (30) or more days prior to the Scheduled Departure Date.

**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 policy.

**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, stepchildren, foster children, ward or legal ward or fiancé's child;

(c) siblings, siblings-in-law, stepsiblings;

(d) parents, parents-in-law, stepparents, 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.

**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 Cancellation 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.

**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:

(a) a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;

(b) 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 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 which prevents You from arriving at Your Scheduled Destination.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this policy is in force and resulting directly and independently of all other causes of loss covered by this policy. 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 hailstorm, fire, wildfire or blizzard; all of which are due to natural causes.

**Payments or Deposits** means the first payment made to Your Travel Supplier toward the cost of Your Trip, whether refundable or not. 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 Financial Insolvency or Financial Default coverage.

**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, or a Business Partner.

**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, 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 policy.
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.

**Rental Property** means a hotel room, vacation home, or other rental property You booked for Your stay during Your Trip.

**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 where the scheduled tour or cruise on which You are to participate originates.

**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 policy.

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. Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

**Spouse** means Your lawful spouse, if not legally separated or divorced. For the purposes of this policy, 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 policy 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 at or before the final payment for Your Trip.

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

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

**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:

(a) from whom this policy is purchased; and

(b) 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.

**Trip Cost** means the dollar amount for Trip Payments or Deposits:

(a) which are not refunded or refundable by the Travel Supplier, or are subject to restrictions; and

(b) which are paid by or on Your behalf prior to Your Trip Scheduled Departure Date, or which You are obligated, or later becomes obligated, to pay as a result of cancelling or interrupting Your Trip; and

(c) for which insurance was purchased.

For a Trip that is not priced on a per-person basis (such as multiple occupancy hotel rooms and vacation rentals), or for Trips where the Travel Supplier does not provide a per-person cost, Your Trip Cost will include the dollar amount that You have paid individually.

**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:

(a) the building structure itself is unstable and there is a risk of collapse in whole or in part; or

(b) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or

(c) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or

(d) the property is without electric gas, sewer service or water; or

(e) local government authorities have issued a mandatory evacuation.

**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.

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

**Willful** means deliberate or intentional.

**You or Your** means the person who is covered under this policy.

## 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 Cancellation and Trip Interruption and Medical Expense.**

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 policy;
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.

**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. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advise;
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 Cancellation or Trip Interruption or elective abortion;
13. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the policy 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 policy is not in effect for You. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
15. Your participation in Adventure or Extreme Activities, riding or driving in any 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 policy 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 policy 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 policy.

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 policy, the coverage is cancelled 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 policy is received within the Time Sensitive Period.

## 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 Cancellation, 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 cancellation, 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 cancellation or 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 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.

**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 $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 50% 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 iTravelInsured or at 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
2. Mail: P.O. Box 3231, Farmington Hills, MI 48333-3231, USA
3. Telephone: 1-866-243-7524 or 1-317-655-9798
4. E-mail: iTravelClaims@imglobal.com
5. Fax: 1-317-927-6882

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

**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 policy 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 policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

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.

**Disagreement Over Size of Loss**: If there is a disagreement about the amount of the loss, either You or Us can make a written demand for an appraisal. After the demand, You and Us each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser if We chooses. You will share with Us the cost for the arbitrator and the appraisal process.

**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 policy but also recovers from another policy, the amount recovered from the other policy 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 policy except coverage provided under this policy.

## GENERAL PROVISIONS

**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 cancelled, 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 policy 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 policy. We may examine such data at any reasonable time.

**Economic or Trade Sanctions**: Any payments under this policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the 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 policy. 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 policy 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 policy or its attachments.

**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy 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 policy. 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.

**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.

**Other Insurance with Us:** You may be covered under only one travel policy with Us for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the 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.

**Primary Insurance:** The insurance provided by this policy for all benefits 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 reserve 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 Policy**: Termination of this policy will not affect a claim for loss, which occurs after You pay the premium and while the policy is in force.

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

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

# AMENDATORY ENDORSEMENTS

These Amendatory Endorsements are attached to and made a part of the policy issued to You. The provisions of these Amendatory Endorsements are effective on the Effective Date and will expire concurrently with the policy, unless otherwise terminated.

## ALASKA

The policy is hereby amended for Alaska as follows:

1. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

   **Concealment and Misrepresentation:** The entire coverage will be void, if You conceal or misrepresent any material fact or circumstance relating to this insurance in the application or enrollment form for this policy.

2. The "Disagreement Over Size of Loss" provision located within the "How to File a Claim" section of the policy is hereby deleted and replaced with the following:

   **Disagreement Over Size of Loss (applies to the following coverage only: Baggage and Personal Effects):** If there is a disagreement about the amount of the loss, either You or We can make a written demand for an appraisal. Within ten (10) days of the written demand, You and We must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon You and We. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon You and We. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire.

   This "Disagreement Over Size of Loss" provision is void and shall have no effect if the policy does not contain coverage for: Baggage and Personal Effects.

3. When included, the definition for "Usual and Customary" is hereby void and shall have no effect. All uses of the term throughout the policy, and any form attached thereto, are void and shall have no effect.

4. When included, the general exclusion that provides "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" is hereby deleted and replaced as follows:

   3. activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of marijuana, illegal drugs or substances are excluded from coverage. Activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of alcohol are also excluded from coverage if such possession, production, processing or sale of alcohol is illegal in the state or jurisdiction where You are located at the time of the incident; or if the use of alcohol either: 1.) is illegal in the state or jurisdiction where You are located at the time of the incident, or 2.) causes You to become Intoxicated. For purposes of this exclusion, **"**Intoxicated**"** mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident;

T7000I-AE.AK

## ARKANSAS

The policy is hereby amended for Arkansas as follows:

1. **The Legal Actions Against Us** provision appearing in General Provisions is deleted and replaced as follows:

   **Legal Actions:** All policy terms will be interpreted under the laws of the state in which the policy was issued. A legal action or suit for a claim may be brought against Us within the time allowed by law.

2. The **Subrogation** provision appearing in **General Provisions** is amended to include this sentence at the end of the provision:

We are entitled to recovery only after You have been fully compensated for the loss sustained.

3. The **Recovery** provision appearing in the **How to File a Claim** section is amended to include this sentence at the end of the provision (whenever this provision is included):

   We are entitled to recovery only after You have been fully compensated for the loss sustained.

T7000I-AE.AR

## CALIFORNIA

The policy is hereby amended for California as follows:

1. The Who is Eligible for Coverage provision of the Coverage Provisions section is deleted in its entirely and replaced with the following:

   A person who is booked to travel on a Trip and pays the required premium is covered under this policy.

2. The Domestic Partner definition in the General Definitions section is deleted in its entirely and replaced with the following:

   **Domestic Partner** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and at the time of the filing of this document, the following requirements are met:

   (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

   (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

   (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.

   (d) Either of the following:

   (i) Both persons are members of the same sex.

   (ii) One or both persons meet the eligibility criteria under Title ll of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.

   (e) Both persons are capable of consenting to the domestic partnership.

3. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced with the following:

   **Injury(ies)/Injured** means an accidental bodily injury for which the proximate case is an Accident occurring while Your coverage under this policy is in force. The injury(ies) requires examination and treatment and must be verified by a Physician.

4. The Medically Necessary definition in the General Definitions section is deleted and replaced with the following:

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

   a) required to treat an Injury or Sickness;
   b) meets generally accepted standards of medical practice where the service is rendered;
   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.

5. The Spouse definition in the General Definitions section is deleted and replaced with the following:

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

6. The Usual and Customary definition in the General Definitions section is deleted and replaced with the following:

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

7. The 1st sentence of the **Trip Cancellation, Trip Interruption and Medical Expense** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense caused for which the proximate cause was:

8. The 1ST sentence of the **Medical and Dental Expense benefits** provision in the Exclusions and Limitations section is deleted and replaced the following:

   We will not pay for any loss or expense for which the proximate cause was from:

9. The 1st sentence of the **benefit-specific, exclusion** provision in the Exclusions and Limitations section is deleted and replaced the following:

   We will not pay for any loss or expense for which the proximate case was from:

10. The Subrogation provision(s) in the General Provisions section are deleted in their entirety.

T7000IP-AE-CA

## COLORADO

The policy is hereby amended for Colorado Residents as follows:

1. The following provisions are hereby added to the policy:

   **Time of Payment of Claims:** Payment for any loss (other than losses for which the policy provides periodic payment) will be paid immediately upon receipt of due written proof of loss. If the policy provides for a periodic payment, it will not be paid less frequently than monthly. Any balance remaining unpaid upon the termination of liability when the policy provides periodic payment will be paid immediately upon receipt of due written proof.

2. The "Notice of Claim" provision in the "How to File a Claim" section of the policy is hereby deleted and replaced with the following:

   **Notice of Claim:** Written notice for a claim brought under the policy 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 at Us or Our authorized representative at P.O. Box 3231, Farmington Hills, MI 48333-3231, USA. The notice 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.

3. The "Disagreement Over Size of Loss" provision in the "How to File a Claim" section of the policy is hereby void and shall have no effect.

4. The "Concealment and Misrepresentation" provision in the "General Provisions" section of the policy is hereby deleted and replaced with the following:

   **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 intentionally concealed or intentionally misrepresented.

5. If included, the general exclusion regarding suicide, attempted suicide or any intentionally self-inflicted injury is hereby deleted and replaced with the following:

   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;

T7000I-AE.CO

## CONNECTICUT

The policy is hereby amended for Connecticut as follows:

1. The Subrogation provision in **GENERAL PROVISIONS** section are deleted and revised as follows:

   **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 as permitted by law. 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, as permitted by law.

T7000I-AE.CT

## DISTRICT OF COLUMBIA

The policy is hereby amended for the District of Columbia as follows:

2. **GENERAL PROVISIONS** section is amended to include the following provisions:

   **Fraud Warning as required for District of Columbia Residents**: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

T7000I-AE.DC

## FLORIDA

The policy is hereby amended for **FLORIDA** as follows:

The **Legal Actions Against Us** provision appearing in **General Provisions** section is deleted and replaced as follows:

**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after five (5) years from the time written Proof of Loss is required to be furnished.

T7000I-AE.FL

## GEORGIA

The policy is hereby amended for Georgia as follows:

1. The "Other Insurance with Us" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

   **Other Insurance with Us:** (1.) You may be covered under only one travel policy with Us for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the beneficiary or estate will make the selection. The entire premium that You paid for each policy that will not remain in effect shall be refunded to You.

   (2.) The following shall apply if there is a valid claim or claims under multiple policies with Us for each Trip. If any claim(s) has been paid under any policy that will not remain in effect because of the selection described in paragraph (1.) of this provision, You will refund to Us any amount paid to You under each policy that will not remain in effect that exceeds the premium paid for that policy. If the amount of the claim paid to You under each such policy does not exceed the premium paid, then we shall refund to You an amount that is the difference between the premium paid to Us and the claim paid to You for each policy that will not remain in effect. This shall cause You to receive an amount from Us that is equal to the premium that You paid for each policy that will not remain in effect. You will then be paid under the policy that remains in effect.

2. The following provision is hereby added:

   **Conflicting Excess Insurance Provisions:** The following applies only if You are covered for the same loss under multiple policies of insurance or indemnity, including the policy. If the policy (including any coverage within the policy or any coverage attached to the policy as a Rider or part of a Rider) contains a provision indicating that it provides benefits for Your loss in excess of all other valid and collectible policies of insurance or indemnity, and You are also covered by one or more other valid and collectible policies of insurance or indemnity for the same loss, and these other policies contain clauses that are irreconcilable to this, then in accordance with Georgia law, all of these clauses shall cancel each other out, and the liability for the loss will be divided equally between Us and the other insurer(s).

3. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

   **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.

T7000I-AE.GA

## IDAHO

The policy is hereby amended for Idaho as follows:

1. The following is hereby added to the policy:

   **Contact Information for the Idaho Department of Insurance:**

   Idaho Department of Insurance
   Consumer Affairs
   700 W. State Street, 3rd Floor
   PO Box 83720
   Boise, ID 83720-0043

   1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov
2. The Concealment and Misrepresentation provision, located within the General Provisions section of the policy, is hereby deleted and replaced with the following:

   **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.
3. The **Disagreement Over Size of Loss** provision, located within the **How to File a Claim** section of the policy, is void and will have no effect.
4. The following definition is hereby added to the policy:

   **Elective Abortion** means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.
5. If included, the exclusion concerning "Your participation in Adventure or Extreme Activities, riding or driving in any races, or participation in speed or endurance competition or events, except as a spectator" that applies to Medical and Dental Expense benefits only is hereby deleted and replaced with the following:

   15. Your participation as a professional: in Adventure or Extreme Activities, riding or driving in any races, or in speed or endurance competition or events;
6. If the definition of "Complications of Pregnancy" is included in the policy, this definition is deleted and replaced with the following:

   **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 (includes all cesarean sections for purposes of Accident & Sickness Medical and Dental Expense benefits and Common Carrier Accidental Death and Dismemberment Benefits and all provisions that effect those coverages), 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.

T7000I-AE.ID

## KANSAS

The policy is hereby amended for Kansas as follows:

1. The "Disagreement Over Size of Loss" provision located within the "How to File a Claim" section of the policy is hereby deleted and replaced with the following:

   **Disagreement Over Size of Loss**: If there is a disagreement about the amount of the loss, either You or We can make a written demand for an appraisal, if voluntary and mutually acceptable. After the demand, You and We each select our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers

and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share with Us the cost for the arbitrator and the appraisal process.

2. The "Legal Actions Against Us" provision located within the "General Provisions" section of the policy is hereby deleted and replaced with the following:

   **Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after five (5) years from the time written Proof of Loss is required to be furnished.

3. Any and all references to "Usual and Customary" within the policy and any attachment thereto are hereby void and shall have no effect.

4. The following provision is hereby added to the policy:

   **Time of Payments of Claims:**

   For claims brought under the Accident & Sickness Medical and Dental Expense Benefit coverage, all benefits payable under this policy will be paid immediately upon Our receipt of due written Proof of Loss.

   For all other claims, payment shall be made within thirty (30) calendar days after the amount of the payment is agreed to between the claimant and Us in accordance with K.S.A. 40-2,126.

5. The "Subrogation" provision, located in the "General Provisions" section of the policy is hereby deleted and replaced with the following:

   **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.

   The Subrogation provision does not apply to following coverages: Accident & Sickness Medical and Dental Expense Benefit.

6. If included, the following exclusion "Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption or elective abortion," which applies only to the Medical and Dental Expense benefits, is hereby deleted.

7. The following exclusion is hereby added to the list of general exclusions:

   Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption or elective abortion. However, normal pregnancy or childbirth shall not be excluded from Accident & Sickness Medical and Dental Expense benefits.

T7000I-AE.KS

## LOUISIANA

The policy is hereby amended for Louisiana as follows:

1. The following provision is hereby added to the policy:

   **Time of Payment of Claims:** We, or Our designated representative, will pay claims within thirty (30) days after receipt of acceptable proof of loss.

2. In the "General Provisions" section, the "Concealment and Misrepresentation" provision is deleted and replaced as follows:

   **Concealment and Misrepresentation:** The entire coverage will be void if You conceal or misrepresent any material fact or circumstance relating to this insurance, with the intent to deceive, when applying for coverage. The entire coverage may be cancelled if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

3. The "Disagreement Over Size of Loss" provision, located within the "How to File a Claim" section of the policy, is void and will have no effect.

4. If included, the “Subrogation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

   **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, provided You have been made whole. 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, provided You have already been made whole for that loss. The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

5. If included, the “Recovery” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

   **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 Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this policy but also recover from a Third Party’s policy, provided You have already been made whole for that loss, the amount recovered from the Third Party’s policy for Your loss 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 of a Third Party, provided You have already been made whole for that loss.

   The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

6. If included, the definition of “Domestic Partner” in the “General Definitions” section of the policy is hereby deleted and shall have no effect.

7. If included, the definition of “Spouse” in the “General Definitions” section of the policy is hereby deleted and replaced as follows:

   **Spouse** means Your lawful spouse, if not legally separated or divorced.

8. If included, the definition of “Family Member” in the “General Definitions” section of the policy is hereby deleted and replaced as follows:

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

   (a) Spouse or fiancé;

   (b) children, children-in-law, stepchildren, foster children, ward or legal ward or fiancé’s child;

   (c) siblings, siblings-in-law, stepsiblings;

   (d) parents, parents-in-law, stepparents, 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.

T7000I-AE.LA

## MAINE

The policy is hereby amended for Maine as follows:

1. Any and all references to “Usual and Customary” within the policy and any attachment thereto are hereby void and shall have no effect.

2. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

   **Disagreement Over Size of Loss**: If there is a disagreement about the amount of the loss, either You or We can make a written demand for an appraisal, if voluntary and mutually acceptable. After the demand, You and We each select our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share with Us the cost for the arbitrator and the appraisal process.

3. The “Concealment and Misrepresentation” provision, located in the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

   **Concealment and Misrepresentation:** The entire coverage will be voidable if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. In order to void the policy, We will seek voidance through Maine’s state court system.

4. The following is hereby added to the policy:

   **Cancellation by Us:** The Maine Insurance Code permits Us to cancel this policy for the following reasons:

   A. Nonpayment of premium;

   B. Fraud or material misrepresentation made by You or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

   C. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;

   D. Failure to comply with reasonable loss control recommendations;

   E. Substantial breach of contractual duties, conditions or warranties; or

   F. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company's solvency or will place Us in violation of the insurance laws of this State or any other state.

   We will not cancel this policy for any other reason. We will send You a notice of cancellation prior to cancelling this policy. Cancellation will not take effect until ten (10) days after You receive the notice of cancellation. A post-office certificate of mailing to You at Your last known address is conclusive proof of receipt of notice on the 3rd calendar day after mailing.

5. When included, the definition of “Sickness,” located in the “General Definitions” section of the policy, is hereby deleted and replaced with the following:

   **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 policy.

   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. Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

   Notwithstanding the foregoing, for purposes of the Accident & Sickness Medical and Dental Expense Benefit and all Accidental Death and Dismemberment Benefits (including all sub-benefits) only, Sickness shall be defined as Your illness or disease.

6. When included, the definition of “Actual Cash Value,” located in the “General Definitions” section of the policy, is hereby deleted and replaced with the following:

   **Actual Cash Value** means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. "Physical depreciation," for purposes of this definition, means a value as determined according to standard business practices.

7. The Table of Loss for the Common Carrier Accidental Death and Dismemberment Benefits is hereby deleted and replaced with the following:

**Table of Loss**

| **Loss of** | **% of Principal Sum** |
|---|---|
| Life | 100% |
| Both Hands or Both Feet | 100%, but at least $2,000 |
| Sight of Both Eyes | 100%, but at least $2,000 |
| One Hand and One Foot | 100%, but at least $2,000 |
| Either Hand or Foot and Sight of One Eye | 100%, but at least $2,000 |
| Either Hand or Foot | 50% |
| Sight of One Eye | 50% |
| Thumb and Index Finger of Same Hand | 25% |

T7000I-AE.ME

## MICHIGAN

The policy is hereby amended for Michigan as follows:

1. The "Legal Actions Against Us" provision, located within the "General Provisions" section of the policy is hereby deleted and revised as follows:

   **Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after six (6) years from the time written Proof of Loss is required to be furnished.

2. The following provision is hereby added to the policy:

   Criminal Acts: The criminal acts portion of any exclusion in the policy, or in any document attached thereto, will not be applied in a way that denies coverage/ benefits without: 1.) a court or other adjudicatory body convicting You of the criminal act that resulted in the loss; or 2.) You agreeing to a plea deal in which You assert that You committed the criminal act that resulted in the loss.

T7000I-AE.MI

## MINNESOTA

The policy is hereby amended for Minnesota as follows:

1. The **Fair Settlement Offers and Agreements** provision is added into **General Provisions** section as follows.

   **Fair Settlement Offers and Agreements:** If We, or Our designated representative, agree to issue payment for any amount finally agreed upon in settlement of all or part of any claim, payment will be made within five (5) business days from Our receipt of the agreement or from the date of Your performance of any conditions set by such agreement, whichever is later.

2. The **Concealment and Misrepresentation** provision in **General Provisions** section is deleted and replaced as follows:

   **Concealment and Misrepresentation**: We will void the entire coverage if there was material misrepresentation, material omission, or fraud made by You or with Your knowledge in obtaining the policy or in pursuing a claim under the policy. No oral or written misrepresentation made by You, or in Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

3. The following is added as an additional paragraph to the **Subrogation** provision in the **General Provisions** section:

   The Company cannot subrogate Itself to Your rights to proceed against a third party if that third party is insured by the Company for the same loss. However, this exception applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

4. The **Legal Actions Against Us** provision in the **General Provisions** section is hereby deleted and replaced with the following:

   **Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within sixty (60) days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after two (2) years from the time written Proof of Loss is required to be furnished.

T7000I-AE.MN

## NORTH DAKOTA

The policy is hereby amended for North Dakota as follows:

1. The “Legal Actions Against Us” provision located within the “General Provisions” section of the policy is hereby deleted and replaced with the following:

   **Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy 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.

2. In “Exclusions and Limitations,” the general exclusion regarding the commission of or attempt to commit a felony is deleted and replaced with the following:

   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. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence and all innocent coinsureds are still eligible to have their loss or losses covered under the policy;

3. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

   **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.

4. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

T7000I-AE.ND

## NEVADA

The policy is hereby amended for Nevada as follows:

1. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

   **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.

2. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

T7000I-AE.NV

## OKLAHOMA

1. The following provision is hereby added to the policy:

   WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

T7000I-AE.OK

## RHODE ISLAND

The policy is hereby amended for Rhode Island as follows:

1. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

   **Disagreement Over Size of Loss**: If there is a disagreement about the amount of the loss, either You or We can make a written demand for an appraisal, if voluntary and mutually acceptable. After the demand, You and We each select our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share with Us the cost for the arbitrator and the appraisal process.

2. If included, the “Subrogation” provision is hereby deleted and replaced with the following:

   **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.

   If We collect a casualty loss from a third party, We shall, from the funds collected, first pay to You the deductible portion of the casualty loss less the prorated share of Subrogation expenses and only after this retain any funds in excess of the deductible portion of the recovery.

3. The definition of **Family Member** in **General Definitions** section is deleted and replaced as follows:

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

   (a) Spouse, including a civil union partner, Domestic Partner, or fiancé;

   (b) children, children-in-law, stepchildren, foster children, ward or legal ward or fiancé’s child;

   (c) siblings, siblings-in-law, stepsiblings;

   (d) parents, parents-in-law, stepparents, 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.

T7000I-AE.RI

## SOUTH CAROLINA

The policy is hereby amended for South Carolina as follows:

1. The following contact information for United States Fire Insurance Company is hereby added to the policy:

**United States Fire Insurance Company**
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724
Phone Number: 1-800-392-1970

T7000I-AE.SC

## SOUTH DAKOTA

The policy is hereby amended for South Dakota as follows:

1. The last sentence of the **Legal Actions Against Us** provision appearing in **GENERAL PROVISIONS** section is deleted and replaced as follows:

No legal action for a claim may be brought against Us after six (6) years from the time written Proof of Loss is required to be furnished.

2. The **Disagreement Over Size of Loss** provision, located within the **How to File a Claim** section of the policy, is void and will have no effect.

T7000I-AE.SD Rev 7.30.2020

## TENNESSEE

The policy is hereby amended for Tennessee as follows:

1. The "Maximum number of Insureds" provision in "Coverage Provisions" of the policy is hereby deleted in its entirety.
2. The "Pre-Existing Medical Condition" definition of the "Definitions" section of the policy is hereby deleted and replaced with the following:

   **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 60 day period before coverage is effective under this policy.
   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.
3. The "**ACCIDENT & SICKNESS MEDICAL AND DENTAL EXPENSE BENEFIT"** provision in the "Travel Insurance Benefits" section of the policy is hereby deleted and replaced with the following:

   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 or an Injury that occurs while on Your Trip (of a duration of one hundred eighty (180) days or less for Sickness) and requires treatment in person by a Physician;

   (b) only Medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.
4. The "Children/Child" definition in the "General Definitions" section of the policy is hereby deleted and replaced with the following:

   **Children/Child** means a person:

   1. under age of 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) unmarried and dependent upon You for support and maintenance.

   The age limit does not apply to a child who is incapable of self-sustaining employment by reason of intellectual or physical incapacity.
5. "Exclusion 8" in the "Exclusions and Limitations" section of the policy is hereby deleted and replaced with the following:
   8. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that manifests or occurred during Your Trip;
6. The "Notice of Claim" provision in "How To File A Claim" section of the policy is hereby deleted and replaced with the following:

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within twenty (20) days no later than one (1) year 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.

7. The "Proof of Loss" provision in "How To File A Claim" section of the policy is hereby deleted and replaced with the following:

   **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.

8. The "Legal Actions Against Us" provision in "How To File A Claims" section of the policy is hereby deleted and replaced with the following:

   **Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy 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.

9. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

   **Concealment and Misrepresentation:** The entire coverage will be void, if You conceal or misrepresent any material fact or circumstance relating to this insurance in the application or enrollment form for this policy.

10. The "Recovery" provision, located within the "How to File a Claim" section of the policy, is hereby deleted and replaced with the following:

    **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 Our rights against those responsible for Your loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this policy but also recover from another policy, the amount recovered from the other policy 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 from any Third Party or 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 You or such other person against any Third Party or coverage.

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

11. The "Subrogation" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

    **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.

12. "The Maximum Benefit Limit of Liability" provision, located within the "General Provisions" section of the policy is hereby deleted in its entirely.

T7000IP-A&H-AE.TN

## TEXAS

The policy is hereby amended for Texas as follows:

1. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

   **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.

2. The "Disagreement Over Size of Loss" provision, located within the "How to File a Claim" section of the policy, is void and will have no effect.

3. The "Proof of Loss" provision, located within the "How to File a Claim" section of the policy, is hereby deleted and replaced with the following:

   **Proof of Loss:** Proof of loss must be provided within ninety (90) days of the date that We request proof of loss to be provided. 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.

4. The following provision is hereby added to the policy:

   **Time of Payment of Claims:** We shall notify You in writing of the acceptance or rejection of a claim not later than the 15th business day after We receive all items, statements, and forms required by Us to secure final proof of loss.

   If We are unable to accept or reject the claim within the period specified above, We shall, within that same period, notify You of the reasons that We need additional time. We shall accept or reject the claim not later than the 45th day after the date We notify You of Our need for additional time.

   If We notify You that We will pay a claim or part of a claim, We shall pay the claim not later than the 5th business day after the date notice is made.

   If payment of the claim or part of the claim is conditioned on the performance of an act by You, We shall pay the claim not later than the 5th business day after the date the act is performed.

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## UTAH

The policy is hereby amended for Utah as follows:

1. The "**Disagreement Over Size of Loss**" provision, located within the "**How to File a Claim**" section is void and will have no effect.
2. The **Proof of Loss** provision appearing in "**How To File A Claim**" section is amended to include the following sentence at the end of the provision:

   Failure to give notice or file proof of loss in a timely manner does not bar recovery under the policy if We fail to show that We were prejudiced by the failure to provide proof in a timely manner. Failure to give notice in a timely manner does not bar recovery under the policy if You give notice as soon as reasonably possible.

3. The **Legal Actions Against Us** provision in the "**General Provisions"** section is hereby deleted and replaced with the following:

   **Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy 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.

4. If included, the first paragraph located beneath the sub-heading "**Disappearance**," located within the section of the policy concerning **Accidental Death and Dismemberment Benefits**, is hereby deleted and replaced with the following:

When proof of loss that is satisfactory to Us is filed and it is reasonable to assume that death occurred, We will pay for loss of life, as shown in the Table of Loss, if Your body cannot be located 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.

5. If the definition for "**Hospital**" is included, the following paragraph is hereby added to the definition:

   Notwithstanding anything to the contrary, for purposes of the coverages included within "Travel Insurance Benefits" and the coverages included within "Accidental Death and Dismemberment Benefits" only, "Hospital" means a facility that is licensed as a general hospital by the proper authority of the state or jurisdiction in which it is located and operating within the scope of such license.

6. If the definition for "**Pre-Existing Medical Condition**" is included, the following paragraph is hereby added to the definition:

   Notwithstanding anything to the contrary, for purposes of the coverages included within "Travel Insurance Benefits" only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a sixty (60) day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a sixty (60) day period preceding the effective date of the coverage.

7. If the policy contains an exclusion for "Pre-Existing Medical Conditions," the following paragraph is hereby added to the policy:

   **Pre-Existing Condition Limitation**

   For Trip Cancellation and Trip Interruption and Medical Expense coverages, We will not pay for any loss or expense caused due to, arising or resulting from a Pre-Existing Medical Condition.

   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 policy.
   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.

      Notwithstanding anything to the contrary, for purposes of the coverages included within "Travel Insurance Benefits" only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a sixty (60) day period preceding the effective date of the coverage.

8. The exclusion specific to Medical and Dental Expense Benefits which reads "physical therapy or occupational therapy" is hereby deleted and replaced with the following:

   physical therapy or occupational therapy unless required to correct an impairment caused by a covered Accident or Sickness.

9. The general exclusion which reads "participation in a Civil Disorder or Riot, or insurrection" and the general exclusion which begins with "the commission of or attempt to commit a felony or being engaged in an illegal occupation" are hereby deleted and replaced with the following:

   6. voluntary participation in a Civil Disorder or Riot, or insurrection;
   7. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation;

## VERMONT

The policy is hereby amended for Vermont as follows:

1. The **Disagreement Over Size of Loss** section of **How to File a Claim** provision is void and will have no effect.
2. The **Concealment and Misrepresentation** provision under **General Provisions** is deleted and replaced as follows:

   **Fraud and Material Misrepresentation:** The entire coverage will be void if the policy was obtained through fraud or material misrepresentation. The policy may be cancelled and the claim may be denied for fraud or material misrepresentation in the presentation of a claim.
3. The **Conformity with Statute** provision under **General Provisions** is deleted and replaced as follows:

   **Conformity with Statute:** Any provision of the policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the policy.
4. The **Physician Examination and Autopsy** provision under **General Provisions** is 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), unless the law or your religion forbids it.
5. Whenever the term Spouse is used throughout the policy, or in any document attached to the policy, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Vermont law. Any Family Member brought within the scope of the policy as a result of Your marriage is also brought within the scope of the policy by Your civil union under Vermont law.
6. The following is hereby added to the policy:

**Time of Payment of Claims:** If We agree to settle a claim, We shall pay, or shall mail payment, within ten (10) business days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

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## WISCONSIN

The policy is hereby amended for Wisconsin as follows:

1. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

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If there is a conflict between the policy and these Endorsements, the terms of these Endorsements will govern.

Signed for United States Fire Insurance Company By:



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

# ARKANSAS NOTICE

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

**Arkansas Insurance Department**

**1 Commerce Way, Suite 102**

**Little Rock, AR 72202**

**The Insurance Company may be contacted at:**

United States Fire Insurance Company
Admin. Offices: 5 Christopher Way
Eatontown, NJ 07724
1-800-392-1970

# Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

## United States Fire Insurance Company

To get information or file a complaint with your insurance company or HMO:

| | |
|---|---|
| **Call**: | **Complaint Department at 732-676-9800** |
| **Toll-free**: | **1-800-392-1970** |
| Email: | AHComplaintHandling@cfins.com |
| Mail: | United States Fire Insurance Company |
| | Complaint Department |
| | c/o Crum & Forster |
| | 5 Christopher Way |
| | Eatontown, NJ 07724 |

## The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

## United States Fire Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

| | |
|---|---|
| **Llame a Complaint Department al 732-676-9800** | |
| **Teléfono gratuito:** | **1-800-392-1970** |
| Correo electrónico: | AHComplaintHandling@cfins.com |
| Dirección postal: | United States Fire Insurance Company |
| | Complaint Department |
| | c/o Crum & Forster |
| | 5 Christopher Way |

Eatontown, NJ 07724

## El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Direccón postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# 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

**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

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