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

## INSURANCE COMPANY NAME CHANGE ENDORSEMENT

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

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

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

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

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

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

- The officer signatures are changed to:

Kevin B. Grzelak
Chief Financial Officer

Patrick Charles
President

All other terms, conditions or benefits remain unchanged.

Signed for SiriusPoint America Insurance Company

Patrick Charles
President

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Sirius America Insurance Company
140 Broadway, 32nd Floor
New York, NY 10005

**INDIVIDUAL TRAVEL PROTECTION POLICY**
**(NON-RENEWABLE)**

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

This Insurance Policy is issued in consideration of the purchase transaction and payment of any premium due.

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

**This coverage is TRAVEL insurance only, and only pays benefits while you are on a covered trip. The benefit payments may not cover the full cost of your medical care. This is a supplement to health insurance and is NOT a substitute for major medical or other comprehensive health insurance coverage.**

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

Min Huang-Li
Vice President and Chief Financial Officer

Robert P. Kuehn
President

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Sirius America Insurance Company
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New York, NY 10005

## SCHEDULE OF BENEFITS

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

| COVERAGES | MAXIMUM BENEFIT PER PERSON |
|---|---|
| Accidental Death & Dismemberment – Common Carrier | |
| Maximum Benefit | $10,000 |
| Emergency Injury and Sickness Medical Expense | |
| Maximum Benefit | $100,000 |
| Injury | $100,000 |
| Sickness | $100,000 |

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# BENEFITS

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

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

We will pay the percentage indicated in the Table of Losses below, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You sustain an Injury caused by an Accident occurring during Your Trip. The Accident must occur while riding as a passenger in or on, boarding or alighting from, any public conveyance provided by a Common Carrier. The Accident must result in a Loss shown in the Table of Losses below. The Loss must occur within the three hundred sixty-five (365) days after the date of the Injury causing the Loss.

**TABLE OF LOSSES**

| **Loss of:** | **Percentage of Maximum Benefit Amount Payable:** |
|---|---|
| Life | 100% |
| Both hands or both feet | 100% |
| Sight of both eyes | 100% |
| One hand and one foot | 100% |
| Either hand or foot and sight of one eye | 100% |
| Either hand or foot | 50% |
| Sight of one eye | 50% |
| Speech | 50% |
| Hearing | 50% |
| Loss of thumb and index finger on the same hand | 25% |

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

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

Loss of speech means the loss of the ability to talk or speak as a result of a Covered Accident.

Loss of hearing means the total and complete loss of the ability to hear any sound as a result of a Covered Accident.

Any loss must be certified as permanent with no reasonable expectation of recovery by a Physician.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

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Exposure and Disappearance

We will pay benefits for covered Losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found within three hundred sixty-five (365) days from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered a Loss of life.

**EMERGENCY INJURY AND SICKNESS MEDICAL EXPENSE**

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

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

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

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

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## 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.

**Common Carrier** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately-owned motor vehicles.

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**Domestic Partner** means a person who is financially interdependent of You. Financially interdependence can be show by:

a) Registration as a domestic partnership in jurisdictions that have such registration.
b) For partners residing where registration does not exist, an alternative affidavit of domestic partnership is required.
    **i.** The affidavit must be notarized and must contain the following:
        - The partners are both 18 years of age or older and are mentally competent to consent to contract;
        - The partners are not related by blood in a manner that would bar marriage under laws of the State of New York;
        - The partners have been living together on a continuous basis prior to the date of the application;
        - Neither individual has been registered as a member of another domestic partnership within the last 6 months; and
    **ii.** Proof of cohabitation (driver's license, tax return or other sufficient proof), and
    **iii.** Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence: joint bank account, joint credit card, joint charge card, joint obligation on a loan, joint ownership in residence, joint ownership of real estate other than residence, joint ownership of vehicle, joint ownership of major items of personal property, listing of both partners on a lease of the shared residence, or other item(s) of sufficient proof to establish economic interdependency.

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

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

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

**Home** means Your primary place of residence.

**Hospital** means a short-term, acute, general hospital, which:
(1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
(2) has organized departments of medicine and major surgery;
(3) has a requirement that every patient must be under the care of a physician or dentist;
(4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);

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(5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x[k]);
(6) is duly licensed by the agency responsible for licensing such hospitals; and
(7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitory care.

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

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

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

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

**Medical Expenses** means the reasonable and necessary expenses incurred only for the following:
(1) Medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prosthetics, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for examination and treatment.
(2) Hospital or ambulatory medical-surgical center services (including expenses for cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended by Your attending Physician and approved by Us or Our Plan Assistance Provider as a substitute for a hospital room for recovery from Your Injury or Sickness).
(3) Local Transportation Expense to and/or from a Hospital;
(4) Emergency dental treatment.

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

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

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Certificate.

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

**Plan Assistance Provider** means iTravelInsured.

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

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

(1) first manifested itself, worsened, became acute or exhibited symptoms that would have caused a reasonable person to seek diagnosis, care or treatment; or

(2) You received treatment by a Doctor, or treatment had been recommended by a Doctor; or

(3) You took or received a prescription for drugs or medicine.

Item (3) above does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine, and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before Your coverage is effective under this Policy.

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

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

**Time Sensitive Period** means:

For initial Policy purchase:

at or before the Final Payment for Your Trip.

For subsequent arrangements:

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

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

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

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

**Trip** means scheduled travel which may not exceed one hundred eighty (180) days in length and for which coverage is elected and the premium is paid.

**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.

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## GENERAL EXCLUSIONS AND LIMITATIONS

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

1. a Pre-existing Condition, as defined in the Policy. The exclusion for Pre-existing Conditions will be waived provided: (a) Your premium for this Policy is received within the Time Sensitive Period; and (b) You are medically able to travel at the time Your premium is paid.
2. Your suicide, attempted suicide, or any intentionally self-inflicted injury;
3. war or act of war (whether declared or undeclared);
4. aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;
5. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth;
6. benefits provided under Medicare or other governmental program (except Medicaid), any State or Federal workers' compensation, employers' liability or occupational disease law;
7. hearing aids, eyeglasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
8. a mental or emotional disorder.

## COVERAGE PROVISIONS

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

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

**When Coverage Ends**:
All coverages: Your coverage automatically ends on the earlier of:

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

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

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

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

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## CLAIM PROVISIONS

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

Emergency Injury and Sickness Medical Expenses: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

**Where to Report a Claim**:
IMG iTravelInsured Claims
Online: www.imglobal.com
Mail: P.O. Box 241853, Apple Valley, MN 55124, USA
Telephone: 1-866-243-7524 or 1-317-655-9798
E-mail: iTravelClaims@imglobal.com
Fax: 1-317-927-6882

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

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

**Proof of Loss**: Proof of Loss must be provided within one hundred twenty (120) days after the date of the loss or as soon as reasonably possible. Proof must, however, be furnished no later than twelve (12) months from the time it is otherwise required, except in the absence of legal capacity. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time.

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

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

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

All other benefits will be paid directly to You, unless otherwise directed by You. At Our option, We may choose to pay all benefits, or a portion of benefits, directly to the provider whom supplied hospitalization or medical or surgical aid to You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment is on record with Us. We are not responsible for the validity of any assignment of benefits.

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

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

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

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

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

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## GENERAL PROVISIONS

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

**Controlling Law**: Any provision of this Policy, on its effective date, that conflicts with the statutes of the state in which you reside on such date, will conform to the minimum requirements of such statutes.

**Arbitration**: Upon Your and Our mutual agreement any claim arising out of, or relating to, this contract or its breach shall be settled by voluntary arbitration. Such request must be submitted to arbitration no more than one (1) year after You file the entire claim or after an appraisal award, whichever is later, and shall be administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally, however, each party will bear the expense of its own counsel, experts,

witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. The results of the arbitration shall remain confidential.

**Misstatement of Age**: If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

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

**Changes to the Entire Contract**: The Policy including endorsements, amendments, and attached papers, if any, represent the entire contract of coverage. Any agent does not have the authority to change the Policy or to waive any of its provisions, only an officer of Our company can approve a change. Any such change must be shown in this Policy or its attachments.

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

**Beneficiary Designation and Change**: The Insured's beneficiary(ies) is (are) the person(s) designated by, and on file, with the plan administrator. The insured has the right to change his or her beneficiary designation at any time without the consent of the designated beneficiary(ies), by providing the plan administrator with a documented request for change. When the request is received, whether the Insured is living or not, the change of beneficiary will relate back to, and take effect as of, the date of execution of the written request.

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

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

**External Appeal:**

> **Right to External Appeal:** In some cases, You have a right to an external appeal of a denial of coverage. If We have denied coverage on the basis that a service is not Medically Necessary (including appropriateness, health care setting, level of care or effectiveness of a Covered benefit); or is an experimental or investigational treatment (including clinical trials and treatments for rare diseases); or is an out-of-network treatment, You or Your representative may appeal that decision to an External Appeal Agent, an independent third party certified by the State to conduct these appeals.

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In order for You to be eligible for an external appeal You must meet the following two (2) requirements:

1. The service, procedure, or treatment must otherwise be a Covered Service under this Policy; and
2. In general, You must have received a final adverse determination through Our internal Appeal process. But, You can file an external appeal even though You have not received a final adverse determination through Our internal Appeal process if:
    - We agree in writing to waive the internal Appeal. We are not required to agree to Your request to waive the internal Appeal; or
    - You file an external appeal at the same time as You apply for an expedited internal Appeal; or
    - We fail to adhere to Utilization Review claim processing requirements (other than a minor violation that is not likely to cause prejudice or harm to You, and We demonstrate that the violation was for good cause or due to matters beyond Our control and the violation occurred during an ongoing, good faith exchange of information between You and Us).

**Your Right to Appeal a Determination that a Service is Not Medically Necessary:** If We have denied coverage on the basis that the service is not Medically Necessary, You may appeal to an External Appeal Agent if You meet the requirements for an external appeal in paragraph "A" above.

**Your Right to Appeal a Determination that a Service is Experimental or Investigational:** If We have denied coverage on the basis that the service is an experimental or investigational treatment (including clinical trials and treatments for rare diseases), You must satisfy the two (2) requirements for an external appeal in paragraph "A" above and Your attending Physician must certify that Your condition or disease is one for which:

1. Standard health services are ineffective or medically inappropriate; or
2. There does not exist a more beneficial standard service or procedure Covered by Us; or
3. There exists a clinical trial or rare disease treatment (as defined by law).

In addition, Your attending Physician must have recommended one (1) of the following:

1. A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to You than any standard Covered Service (only certain documents will be considered in support of this recommendation – Your attending Physician should contact the State for current information as to what documents will be considered or acceptable); or
2. A clinical trial for which You are eligible (only certain clinical trials can be considered); or
3. A rare disease treatment for which Your attending Physician certifies that there is no standard treatment that is likely to be more clinically beneficial to You than the requested service, the requested service is likely to benefit You in the treatment of Your rare disease, and such benefit outweighs the risk of the service. In addition, Your attending Physician must certify that Your condition is a rare disease that is currently or was previously subject to a research study by the National Institutes of Health Rare Disease Clinical Research Network or that it affects fewer than 200,000 U.S. residents per year.

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For purposes of this section, Your attending Physician must be a licensed, board-certified or board eligible Physician qualified to practice in the area appropriate to treat Your condition or disease. In addition, for a rare disease treatment, the attending Physician may not be Your treating Physician.

**The External Appeal Process:** You have four (4) months from receipt of a final adverse determination or from receipt of a waiver of the internal Appeal process to file a written request for an external appeal. If You are filing an external appeal based on Our failure to adhere to claim processing requirements, You have four (4) months from such failure to file a written request for an external appeal.

We will provide an external appeal application with the final adverse determination issued through Our internal Appeal process or Our written waiver of an internal Appeal. You may also request an external appeal application from the New York State Department of Financial Services at 1-800-400-8882. Submit the completed application to the Department of Financial Services at the address indicated on the application. If You meet the criteria for an external appeal, the State will forward the request to a certified External Appeal Agent.

You can submit additional documentation with Your external appeal request. If the External Appeal Agent determines that the information You submit represents a material change from the information on which We based Our denial, the External Appeal Agent will share this information with Us in order for Us to exercise Our right to reconsider Our decision. If We choose to exercise this right, We will have three (3) business days to amend or confirm Our decision. Please note that in the case of an expedited external appeal (described below), We do not have a right to reconsider Our decision.

In general, the External Appeal Agent must make a decision within 30 days of receipt of Your completed application. The External Appeal Agent may request additional information from You, Your Physician, or Us. If the External Appeal Agent requests additional information, it will have five (5) additional business days to make its decision. The External Appeal Agent must notify You in writing of its decision within two (2) business days.

**It is Your responsibility to start the external appeal process:** You may start the external appeal process by filing a completed application with the New York State Department of Financial Services. You may appoint a representative to assist You with Your application; however, the Department of Financial Services may contact You and request that You confirm in writing that You have appointed the representative.

**Under New York State law, Your completed request for external appeal must be filed within four (4) months of either the date upon which You receive a final adverse determination, or the date upon which You receive a written waiver of any internal Appeal, or Our failure to adhere to claim processing requirements. We have no authority to extend this deadline.**

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

## MEDICAL EVACUATION ENDORSEMENT

The Policy to which this rider is attached is amended as follows:

The following is added to the Schedule of Benefits:

| **COVERAGES** | |
|---|---|
| Medical Evacuation<br>Maximum Benefit | <br>$500,000 |

The following is added to the Table of Contents under BENEFITS:

Medical Evacuation

The following is made part of the Policy under BENEFITS:

### MEDICAL EVACUATION

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

(1) Covered Expenses will only be payable at the Usual and Customary level of payment; and

(2) Benefits will be payable only for Covered Expenses listed below resulting from a Sickness or an Injury that occurs while on Your Trip.

For this benefit, Covered Expenses shall mean:

(a) expenses incurred by You for Physician-ordered Emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when You are critically ill or injured, and no suitable local care is available, subject to Our prior approval or that of Our Plan Assistance Provider.

(b) expenses incurred for non-emergency repatriation, including medically appropriate transportation and medical care en route, to a Hospital or to Your Home, when deemed medically necessary by the attending physician, subject to Our prior approval or that of Our Plan Assistance Provider. In lieu of returning to Your Home, You may opt to be returned to a different city in the United States if proper care for Your condition is not available in Your Home city.

(c) expenses for transportation (not to exceed the cost of one round-trip economy-class air fare, to the place of hospitalization), and expenses for reasonable hotel accommodations, meals, telephone calls and local transportation for one (1) person chosen by You, up to the sub-limit in the Schedule of Benefits, provided that You are traveling alone, with a minor, or with a person incapable of providing support, and are Hospitalized, or if Your Physician expects You to be Hospitalized, for two (2) days or longer.

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(d) expenses for transportation (not to exceed the cost of a one-way economy-class air fare) to Your Home, including escort expenses, if You are under the age of eighteen (18) and are left unattended due to the death or hospitalization of Your accompanying adult(s), subject to Our prior approval or that of Our Plan Assistance Provider.

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

**Emergency** means a serious, unexpected, and potentially dangerous medical condition requiring urgent treatment.

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

Kevin B. Grzelak
Chief Financial Officer

Patrick Charles
President

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

## REPATRIATION OF REMAINS ENDORSEMENT

The Policy to which this rider is attached is amended as follows:

The following is added to the Schedule of Benefits:

| **COVERAGES** | |
|---|---|
| Repatriation of Remains<br>Maximum Benefit | <br>$500,000 |

The following is added to the Table of Contents under BENEFITS:

Repatriation of Remains

The following is made part of the Policy under BENEFITS:

### REPATRIATION OF REMAINS

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

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

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

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Kevin B. Grzelak
Chief Financial Officer

Patrick Charles
President

Sirius America Insurance Company
140 Broadway, 32nd Floor
New York, NY 10005

**ENDORSEMENT – CHANGE TIME SENSITIVE PERIOD**

The Policy to which this rider is attached is amended as follows:

The definition of Time Sensitive Period under the heading DEFINITIONS is deleted in its entirety and replaced with the following:

**Time Sensitive Period** means:
For initial Policy purchase:
within fourteen (14) days of the date Your Initial Deposit for Your Trip is received.

Min Huang-Li
Vice President and Chief Financial Officer

Robert P. Kuehn
President

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Sirius America Insurance Company
140 Broadway, 32nd Floor
New York, NY 10005

**INDIVIDUAL TRAVEL PROTECTION POLICY**

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

This Insurance Policy is issued in consideration of the purchase transaction and payment of any premium due.

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

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





Daniel J. Wilson
President and Chief Executive Officer

Robert P. Kuehn
Senior Vice President, General Counsel and Secretary

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Sirius America Insurance Company
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New York, NY 10005

## SCHEDULE OF BENEFITS

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

| COVERAGES | MAXIMUM BENEFIT PER PERSON |
|---|---|
| Trip Cancellation | |
| Maximum Benefit | 100% of Trip Cost |
| Single Supplement | $100 |
| Airline Reissue or Cancellation Fees | $200 |
| Reinstate Frequent Traveler Awards | $200 |
| Trip Cancellation For Fortuitous Reason | |
| Maximum Benefit | 75% of Trip Cost |
| Trip Interruption | |
| Maximum Benefit | 150% of Trip Cost |
| Single Supplement | $100 |
| Trip Interruption For Fortuitous Reason | |
| Maximum Benefit | 75% of Trip Cost |
| Travel Delay | |
| Maximum Benefit | $1,000 |
| Maximum Benefit Per Day | $150 |
| Pet Boarding / Kennel Fees | $300 |
| Airline Club Admission | $100 |
| Internet Usage Fees | $50 |
| Movie Rental | $25 |
| Missed Connection | |
| Maximum Benefit | $500 |
| Political or Personal Security Evacuation | |
| Maximum Benefit | $100,000 |
| Natural Disaster Evacuation | |
| Maximum Benefit | $100,000 |
| Search and Rescue | |
| Maximum Benefit | $10,000 |
| Baggage Damage or Loss | |
| Maximum Benefit | $1,000 |
| Per Article Limit | $250 |
| Baggage Delay | |
| Maximum Benefit | $300 |
| Sporting Equipment Rental | |
| Maximum Benefit | $250 |
| Rental Car Damage | |
| Maximum Benefit | $40,000 |

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# BENEFITS

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

## TRIP CANCELLATION

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

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

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

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

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

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

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's death that occurs prior to departure on Your Trip;
2. Your, a Family Member's, a Traveling Companion's or a Business Partner's covered Sickness or Injury that: (a) occurs before departure on Your Trip; (b) requires the in-person Medical Treatment by a Physician at the time of cancellation; and (c) as certified by a Physician prior to cancellation, results in medical restrictions so disabling as to cause You to cancel Your Trip. The Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause you to assume daily management of the business;
3. the following other Unforeseen reasons which occur to You or Your Traveling Companion provided such events occur while this coverage is in effect:
   (a) pregnancy, as verified by medical records, provided the pregnancy begins after this coverage is in effect;

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(b) the death or hospitalization of Your Host at Your Destination with whom You and/or Your Traveling Companion will be staying during Your Trip;

(c) Strike that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel, preventing You or Your Traveling Companion from reaching Your destination;

(d) inclement weather that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;

(e) mechanical breakdown of the Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's flight for at least six (6) consecutive hours, preventing You or Your Traveling Companion from reaching Your destination;

(f) a government-mandated shutdown of an airport, air traffic control system, cruise port or train station due to a Natural Disaster that affects Your or Your Traveling Companion's ability to travel on the Trip. Benefits are not available if alternate arrangements or a substitute route is available;

(g) the airport terminal from which You or Your Traveling Companion are scheduled to fly is closed due to a documented security breach occurring within twelve (12) hours of Your or Your Traveling Companion's arrival at the terminal or while You or Your Traveling Companion are physically at the terminal;

(h) Bankruptcy or Default of the airline, cruise line, tour operator or other travel provider (other than the organization(s) or firm(s) from whom You or Your Traveling Companion purchased Travel Arrangements supplied by others). The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;

(i) being directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);

(j) a cancellation of Your Trip if Your arrival on the Trip is delayed due to the reasons covered under the Travel Delay or Missed Connection Benefit, and causes You to lose fifty percent (50%) or more of the scheduled Trip duration;

(k) You or Your Traveling Companion being called into emergency service to provide aid or relief for a Natural Disaster as part of military, police or fire personnel duties;

(l) Your or Your Traveling Companion's Home is made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary within thirty (30) days of departure;

(m) Your booked accommodations at Your Trip destination are made Uninhabitable by a Natural Disaster occurring after this coverage is in effect for the greater of: 1) two (2) days; or 2) twenty-five percent (25%) of Your scheduled Trip duration. We will only pay benefits for this coverage for losses occurring within thirty (30) days of the event making Your destination accommodations Uninhabitable;

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(n) mandatory evacuation ordered by local government authorities, or public evacuation notices, recommendations or advertisements in geographic areas where government authorities will not under any circumstance issue a mandatory evacuation order to its residents, at Your Trip destination due to a Natural Disaster or inclement weather. You must have two (2) days or twenty-five percent (25%) or less of Your Trip length remaining at the time the mandatory evacuation ends in order to cancel Your Trip and for this benefit to be payable;

(o) Your or Your Traveling Companion's Trip departure city or destination city is under a hurricane warning issued by the NOAA National Hurricane Center within twenty-four (24) hours of Your Scheduled Departure Date. No benefits are payable if the storm which triggers a hurricane warning was named prior to this coverage being in effect;

(p) the Center for Disease Control and Prevention issues a warning after this coverage is in effect stating that travel should be avoided to the destination country or region on the Trip itinerary for a period between the Trip's Scheduled Departure Date and Scheduled Return Date. No benefits are payable for a warning that occurs in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less;

(q) the U.S. State Department issues a Level four (4) Travel Advisory and/or Travel Alert for the Trip destination, after this coverage is in effect and for a period of time that would include Your Trip. This does not include flight connections or other transportation arrangements to reach Your destination;

(r) being hijacked, Quarantined, required to serve on a jury, or served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers). Notice must be received after this coverage is in effect;

(s) a documented theft of passports, visas or travel documents that are unable to be reissued by local agents (must be substantiated by a police report);

(t) receiving a court-issued notice to attend an Adoption Proceeding or child custody hearing, provided attendance is not a condition of employment, and provided the person being adopted or whose custody is being considered is not You, Your Traveling Companion or Your current Family Member. The date of the scheduled Adoption Proceeding or custody hearing must be announced after this coverage is in effect, and must be scheduled for a date that falls during Your scheduled Trip dates;

(u) filing for legal separation or divorce, or being legally separated or divorced, after this coverage is in effect. You must cancel Your Trip within twenty-one (21) days of the separation, divorce or filing of;

(v) a Terrorist Incident that occurs within thirty (30) days of the Trip's Scheduled Departure Date in a city listed on the Trip itinerary. For benefits to be payable, there must not have been a Terrorist Incident in the city in the sixty (60) days prior to the purchase of the Policy. Benefits are not available if the Travel Supplier offers a substitute itinerary;

(w) being required to take an academic examination on a date that has been scheduled after this coverage is in effect, and the examination date falls within Your scheduled Trip dates;

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(x) You or Your child's or Your Traveling Companion's or Your Traveling Companion's child's primary or secondary school continues classes beyond the predefined school year, due to Unforeseen circumstances that meet both of the following. 1) occur after this coverage in in effect. and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;

(y) involuntary employment termination or layoff. Notification of the termination or layoff must occur thirty (30) days or more after this coverage is in effect. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;

(z) a transfer of employment of two hundred fifty (250) miles or more that requires the relocation of Your or Your Traveling Companion's Home. Notification of the transfer must occur within thirty (30) days of the Scheduled Departure Date of Your Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;

(aa) revocation of previously granted military leave. Official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided;

(bb) being required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;

(cc) Your or Your Traveling Companion's employer is either merging with another company or is being acquired by another company, requiring Your or Your Traveling Companion's direct involvement. You or Your Traveling Companion must be an active, full-time employee and cannot be a company owner or partner;

(dd) Your or Your Traveling Companion's place of employment is rendered unsuitable for business or company operations within ten (10) days of the Scheduled Departure Date of Your Trip due to fire, flood, other Natural Disaster, Bankruptcy or Default, vandalism, or burglary, requiring You or Your Traveling Companion to work as a result.

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

**TRIP CANCELLATION FOR FORTUITOUS REASON**

We will reimburse You up to the amount in the Schedule of Benefits according to the Cancellation Penalty Schedule below, for the unused, non-refundable, pre-paid Payments or Deposits made for Your Travel Arrangements if You cancel the Trip for a Fortuitous Reason, provided:

1. Your payment for this Policy is received within the Time Sensitive Period;
2. You are able to travel at the time You purchase this benefit;
3. You have insured one hundred percent (100%) of the value/costs for Travel Arrangements known to you at the time You purchase this benefit that are subject to cancellation penalties or restrictions;
4. the Trip cost per person is no more than ten thousand ($10,000) dollars;

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5. You cancel Your Trip forty-eight (48) hours or more prior to Your Scheduled Departure Date.

Trip Cancellation for Fortuitous Reason is subject to the following payment percentage relative to the applicable cancellation penalty:

Cancellation Penalty Schedule

| If Cancellation Penalty Amount Is: | Percentage of Penalty Amount Payable Is: |
|---|---|
| Up to 25% of Trip Cost | 100% of Penalty Amount |
| 26% to 50% of Trip Cost | 90% of Penalty Amount |
| 51% to 75% of Trip Cost | 80% of Penalty Amount |
| Over 75% of Trip Cost | 70% of Penalty Amount |

This Trip Cancellation for Fortuitous Reason benefit does not cover penalties associated with any air or other Travel Arrangements not provided by the Travel Supplier or failure of the Travel Supplier to provide the bargained-for Travel Arrangements for a Fortuitous Reason.

**TRIP INTERRUPTION**

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

1. unused, prepaid, nonrefundable Payments or Deposits You paid for Your Travel Arrangements insured under this Policy;
2. plus one of the following transportation expenses:
   (a) the Additional Transportation Cost to reach Your scheduled destination if Your departure is delayed and You leave on Your Trip after Your Scheduled Departure Date and time;
   (b) the Additional Transportation Cost for You to reach the final return destination of Your Trip; or
   (c) the Additional Transportation Cost for You to rejoin Your Trip in progress from the point where You interrupted Your Trip.

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

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

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

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's death that occurs after departure on Your Trip;
2. Your, a Family Member's, a Traveling Companion's or a Business Partner's covered Sickness or Injury that: (a) occurs while this coverage is in effect; (b) requires the in-person Medical Treatment by a Physician at the time of interruption; and (c) as certified by a Physician prior

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to interruption, results in medical restrictions so disabling as to prevent Your continued participation on the Trip. The Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause you to assume daily management of the business;

3. the following other Unforeseen reasons which occur to You or Your Traveling Companion provided such circumstances occur while this coverage is in effect:
   (a) pregnancy, as verified by medical records, provided the pregnancy begins while on the Trip;
   (b) the death or hospitalization of Your Host at Your Destination with whom You and/or Your Traveling Companion are staying with during Your Trip;
   (c) Strike that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
   (d) inclement weather that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
   (e) mechanical breakdown of the Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's flight for at least six (6) consecutive hours preventing You or Your Traveling Companion from reaching Your destination;
   (f) a government-mandated shutdown of an airport, air traffic control system, cruise port or train station during the Trip due to a Natural Disaster that affects Your or Your Traveling Companion's ability to continue travelling on the Trip;
   (g) the airport terminal from which You or Your Traveling Companion are scheduled to fly is closed due to a documented security breach occurring within twelve (12) hours of Your or Your Traveling Companion's arrival at the terminal or while You or Your Traveling Companion are physically at the terminal;
   (h) the airport terminal from which You or Your Traveling Companion are scheduled to fly is closed due to a documented security breach occurring within twelve (12) hours of Your or Your Traveling Companion's arrival at the terminal or while You or Your Traveling Companion are physically at the terminal;
   (i) Bankruptcy or Default of the airline, cruise line, tour operator or other travel provider (other than the organization(s) or firm(s) from whom You or Your Traveling Companion purchased Travel Arrangements supplied by others). The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur while on Your Trip and more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
   (j) being directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);

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(k) an interruption of Your Trip if Your arrival on the Trip is delayed due to the reasons covered under the Travel Delay or Missed Connection Benefit, and causes You to lose fifty percent (50%) or more of the scheduled Trip duration;

(l) You or Your Traveling Companion being called into emergency service to provide aid or relief for a Natural Disaster as part of military, police or fire personnel duties;

(m) Your or Your Traveling Companion's Home is made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary;

(n) Trip destination accommodations are made Uninhabitable by a Natural Disaster occurring during Your Trip for the greater of: 1) two (2) days; or 2) twenty-five percent (25%) of Your scheduled Trip duration. We will only pay benefits for this coverage for losses occurring within thirty (30) days of the event making Your destination accommodations Uninhabitable;

(o) mandatory evacuation ordered by local government authorities, or public evacuation notices, recommendations or advertisements in geographic areas where government authorities will not under any circumstance issue a mandatory evacuation order to its residents, at Your Trip destination due to a Natural Disaster or inclement weather. You must have two (2) days or twenty-five percent (25%) or less of Your Trip length remaining at the time the mandatory evacuation ends to interrupt Your Trip;

(p) Your or Your Traveling Companion's Trip departure city or destination city is issued a hurricane warning by the NOAA National Hurricane Center. Coverage for this reason is only available fourteen (14) days or more following the Policy purchase date;

(q) the Center for Disease Control and Prevention issues a warning during Your Trip that travel should be avoided to the destination country or region on the Trip itinerary. No benefits are payable for a warning that occurs in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less;

(r) the U.S. State Department issues a Level four (4) Travel Advisory and/or Travel Alert for the Trip destination while on Your Trip. This does not include flight connections or other transportation arrangements to reach Your destination;

(s) being hijacked, Quarantined, required to serve on a jury during the Trip dates, or served with a court order to appear as a witness in legal action during the Trip in which You or Your Traveling Companion is not a party (except law enforcement officers). Notice must be received while on Your Trip;

(t) a documented theft of passports, visas or travel documents that are unable to be reissued by local agents (must be substantiated by a police report);

(u) receiving a court-issued notice to attend an Adoption Proceeding or child custody hearing, provided attendance is not a condition of employment, and provided the person being adopted is not You, Your Traveling Companion or Your current Family Member. The date of the scheduled Adoption Proceeding or custody hearing must be announced during Your Trip, and must be fixed on a date that falls within the scheduled Trip dates;

(v) a Terrorist Incident that occurs in a city listed on the Trip's itinerary. In order for benefits to be payable, there must not have been a Terrorist Incident in the city in the thirty (30) days prior to Your purchase of the Policy. Benefits are not available if the Travel Supplier offers a substitute route/itinerary;

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(w) involuntary employment termination or layoff. Notification of the termination or layoff must occur during the Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;

(x) a transfer of employment of two hundred fifty (250) miles or more that requires the relocation of Your or Your Traveling Companion's Home. Notification of the transfer must be issued during the Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;

(y) revocation of previously granted military leave. Official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided;

(z) being required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;

(aa) Your or Your Traveling Companion's employer is either a merging with another company or is being acquired by another company, requiring Your or Your Traveling Companion's direct involvement during the Trip dates. You or Your Traveling Companion must be an active, full-time employee and cannot be a company owner or partner;

(bb) Your or Your Traveling Companion's place of employment is rendered unsuitable for business or company operations during Your Trip due to fire, flood, other Natural Disaster, Bankruptcy or Default, vandalism, or burglary, requiring You or Your Traveling Companion to work as a result.

**TRIP INTERRUPTION FOR FORTUITOUS REASON**

If You interrupt Your Trip forty-eight (48) hours or more after Your actual departure date, for a Fortuitous Reason not otherwise covered in this Policy, We will reimburse You for seventy-five percent (75%) of the total amount of coverage You purchased for Your Travel Arrangements, for the unused portion of the prepaid, non-refundable Payments or Deposits You paid for Your Travel Arrangements.

This coverage is only available provided:

(a) Your payment for this Policy is received within the Time Sensitive Period; and

(b) You have insured one hundred percent (100%) of the value/costs for Travel Arrangements known to you at the time You purchase this benefit that are subject to cancellation penalties or restrictions.

This Trip Interruption for Fortuitous Reason benefit does not cover penalties associated with any air or other Travel Arrangements not provided by the Travel Supplier or failure of the Travel Supplier to provide the bargained-for Travel Arrangements for a Fortuitous Reason.

**TRAVEL DELAY**

If You are delayed for six (6) hours or more while en route to, during, or returning from Your Trip, due to a covered Travel Delay Event listed below, We will reimburse You up to the Maximum Benefit Amount

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shown in the Schedule of Benefits, for the costs You pay for reasonable and necessary accommodations, meals, telephone calls and local transportation while You are delayed. When presenting a claim for these benefits, You must provide written confirmation of the reason for delay, including but not limited to, the scheduled departure and return dates and times, and the actual departure and return dates and times.

For a covered Travel Delay, We will also reimburse You for the following:

1. Up to the sub-limit listed in the Schedule of Benefits to cover the necessary additional kennel fees paid if Your delay is to Your final destination, and You have placed Your cat or dog in a kennel for the duration of Your scheduled Trip and are unable to collect Your cat or dog on the day previously agreed with the kennel. You must provide written confirmation from the kennel advising the original pick-up date and time, and the actual pick-up date and time;
2. Up to the sub-limit listed in the Schedule of Benefits for paid airline club admission at the airport where You are experiencing a flight delay of six (6) hours or more;
3. Up to the sub-limit listed in the Schedule of Benefits for expenses You paid for internet usage fees at the airport where You are experiencing a flight delay of three (3) hours or more; and
4. Up to the sub-limit listed in the Schedule of Benefits for the cost paid for one movie rental, in the event Your delay results in an unscheduled overnight stay outside of Your Home city (not including adult movies with an "NC-17" rating according to the Classification and Rating Administration (CARA)).

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

(a) any officially documented delay of Your Common Carrier;
(b) a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report);
(c) Your or Your Traveling Companion's lost or stolen passport(s), visa(s) or travel documents (must be substantiated by a police report);
(d) Quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
(e) a road closure due to severe weather or local transportation authority preventing You from getting to the point of departure for Your Trip (must be substantiated by the department of transportation, state police, etc.);
(f) Your Sickness or Injury, or the Sickness, Injury or death of Your Traveling Companion;
(g) You are unable to secure an assigned seat as a ticketed passenger on a flight (not including voluntarily giving up Your seat on an overbooked flight).

**MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip departure point is delayed for between three (3) and six (6) hours due to one of the covered Missed Connection Events listed below, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for:

1. Your Additional Transportation Cost to join the departed Trip; and
2. Your unused, prepaid nonrefundable Payments or Deposits for Your Travel Arrangements insured under this Policy.

For this benefit, a covered Missed Connection Event shall mean:

(a) any officially documented delay of Your Common Carrier;
(b) severe weather preventing You from getting to the point of departure for Your Trip; or
(c) Quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

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**POLITICAL OR PERSONAL SECURITY EVACUATION**

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

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

Specific waiver of liability for Political or Security Evacuation
If You request this benefit, You understand the following:

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

Neither We nor Our Plan Assistance Provider will be responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service is: 1) prohibited by U.S. law, local law, or regulatory agencies; or 2) requested from any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the Office of Foreign Asset Controls.

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

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

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

1. civil and/or military uprising, insurrection, war, revolution or another similar situation which: (a) in Our or Our Plan Assistance Provider's opinion constitutes a breakdown of law and order which significantly threatens Your physical safety, or (b) in the opinion of the recognized government of the Home Country or the country of your Trip destination, immediate evacuation is advised;

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2. You are expelled or declared “persona non grata” on the written authority of the recognized government of the country of your Trip destination; or
3. a Terrorist Incident in the city, district or county where You are currently on Your Trip.

For this benefit, the following exclusions and limitations apply:
We will not pay for costs or expenses arising from or attributable to:

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

**NATURAL DISASTER EVACUATION**

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

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

Specific waiver of liability for Natural Disaster Evacuation
If You request this benefit, You understand the following:

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

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

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

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

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

As a part of this coverage, Our Plan Assistance Provider will coordinate and/or arrange Your ground transportation to the designated international airport or other safe departure point.
Following an evacuation due to a covered Natural Disaster, and when safety allows, We will also pay for one-way Economy Transportation to return You to either the country of the Trip destination or Your Home Country, at Your election.

For this benefit, the following exclusions and limitations apply:
We will not pay for costs or expenses arising from or attributable to:

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

**SEARCH AND RESCUE**

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

Search and Rescue means those reasonable and necessary expenses incurred for the following expenses, including but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment. These expenses must be necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within one hundred (100) miles of the person's last known location before the loss occurrence. This

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benefit can only be activated when someone makes a formal report of Your need for Search and Rescue to an agency or authority who can activate a Search and Rescue, and that person provides the agency or authority with enough specific and credible details of how, when, and where You might be located so that an official organized Search and Rescue can be activated.

Specific waiver of liability for Search and Rescue
If You request this benefit, You understand the following:

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

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

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

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

**BAGGAGE DAMAGE OR LOSS**

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

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

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

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

1. repair or replace any part to restore the pair or set to its value before the loss; or

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2. pay the difference between the value of the property before and after the loss.

Items Not Covered:
We will not pay for damage to or loss of:

1. animals;
2. automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;
3. bicycles, except when checked as Baggage with a Common Carrier;
4. household effects and furnishings; antiques and collector items;
5. eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers or other orthodontic devices;
6. hearing aids, artificial limbs or prosthetic devices;
7. keys, money, and credit cards; securities, stamps, tickets, and documents;
8. sports equipment if the loss results from the use thereof;
9. professional or occupational equipment or property, whether or not electronic Business Equipment;
10. software or downloads.

Losses Not Covered:
We will not pay for loss arising from:

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

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

**BAGGAGE DELAY**

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Covered Expenses listed below if Your checked Baggage is delayed or misdirected by a Common Carrier for six (6) hours or more from Your time of arrival at Your Trip destination (coverage is not applicable for Your arrival at Your return destination).

For this benefit, Covered Expenses shall mean:

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

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3. paid expenses You incur during Your Trip to track, locate and/or expedite the return of Your delayed or misdirected Baggage, up to the sub-limit shown in the Schedule of Benefits.

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

**SPORTS EQUIPMENT RENTAL**

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the reasonable costs paid to rent substitute sports equipment during Your Trip, if Your sports equipment is stolen, damaged, or destroyed by a third party, or lost or delayed for six (6) hours or more by a Common Carrier. Benefits under this coverage are only payable if You have taken reasonable steps to protect, save and/or recover Your property at all times.

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

**RENTAL CAR DAMAGE**

If You rent a Rental Car while on Your Trip, and while in Your possession, the car is: (1) damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control; or (2) stolen and not recovered, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the lesser of:

1. the reasonable and necessary cost of repairs and rental charges imposed by the rental company while the car is being repaired;
2. the Actual Cash Value of the Rental Car; or
3. the Maximum Benefit Amount shown in the Schedule of Benefits.

You must be a licensed driver and listed on the Rental Car Agreement/Contract for benefits to be payable.

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

1. any obligation of You, a Traveling Companion or a Family Member traveling with You, assumed under any agreement (except insurance collision deductible);
2. rentals of moving trucks, cargo trucks, campers, trailers, motor bikes, motorcycles, off road vehicles, recreational vehicles or Exotic Vehicles;
3. any loss that occurs if You or anyone traveling with You are in violation of the rental agreement or misuse the vehicle;
4. failure to report the loss to the proper local authorities and/or the Rental Car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the Rental Car: (1) while under the influence of alcohol or any illegal substance, or the abuse of a legal substance; (2) while using any medication that recommends abstinence from driving; (3) in a speed competition; (4) for compensation for hire; or (5) for illegal trade purposes or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: (1) mechanical failure or breakdown of the Rental Car; (2) wear and tear, gradual deterioration, corrosion, rust or freezing; (3) any negligence or abuse of the Rental Car; (4) any dishonest act or conversion;

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(5) any consequence of war (declared or otherwise); or (6) contamination by a radioactive material.

## DEFINITIONS

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

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

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

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

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

**Business Equipment** means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.

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

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

**Child Caregiver** means an individual providing basic childcare service needs for Your minor child(ren) under the age of eighteen (18) while You are on the Trip without the minor child(ren). The arrangement of being the Child Caregiver while You are on the Trip must be made thirty (30) days or more prior to the Scheduled Departure Date.

**Common Carrier** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately-owned motor vehicles.

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

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

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

**Covered Vehicle** means a private passenger vehicle not used commercially (including minivans, pick-up trucks and sport utility vehicles) owned by or under long term lease one (1) year or more) to You.

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

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

**Economy Transportation** means the lowest published available transportation rate for a ticket on a Common Carrier.

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

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

**Exotic Vehicles** means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer's Suggested Retail Price (MSRP) over one hundred thousand dollars ($100,000).

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

**Fortuitous Reason** means an event of natural or human origin that: (1) could not have been reasonably foreseen or expected; (2) is out of Your control; and (3) is reasonably expected to cause or lead to the cancellation of Your Trip or some part of Your Trip.

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

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

**Hospital** means:

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prosthetics, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for examination and treatment.
(2) Hospital or ambulatory medical-surgical center services (including expenses for cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended by Your attending Physician and approved by Us or Our Plan Assistance Provider as a substitute for a hospital room for recovery from Your Injury or Sickness).
(3) Local Transportation Expense to and/or from a Hospital;
(4) Emergency dental treatment.

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

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

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

**Organized Sports** means Intramural Sports or Interscholastic Sports.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Certificate.

**Payments or Deposits** means the cash, check or credit card amounts, or the cash value of an educational or research grant, Timeshare Points, frequent traveler or credit card rewards, miles or points, actually paid or used for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

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

**Plan Assistance Provider** means iTravelInsured.

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

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

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

Item (3) above does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine, and remains treated or controlled without any adjustment or change in

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the required prescription throughout the sixty (60) day period before Your coverage is effective under this Policy.

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

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

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

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

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip.

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

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

**Strike** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which is unannounced and unpublished at the time Travel Arrangements are purchased, and (b) which interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an incident deemed as a terrorist attack by the United States government or an act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to a person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**Time Sensitive Period** means:

For initial Policy purchase:

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

For subsequent arrangements:

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

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

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

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

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

**Trip** means scheduled trip and for which coverage is elected and the premium is paid.

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

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

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

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## GENERAL EXCLUSIONS AND LIMITATIONS

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

1. a Pre-existing Condition, as defined in the Policy. The exclusion for Pre-existing Conditions will be waived provided: (a) Your premium for this Policy is received within the Time Sensitive Period; and (b) You are medically able to travel at the time Your premium is paid.
2. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating in maneuvers or training exercises of an armed service or police force of any country;
5. riding or driving in races, or speed or endurance competitions or events;
6. participating as a member of a team in an Organized Sports competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. being Intoxicated;
9. the commission of, or attempt to commit, a felony or being engaged in an illegal occupation;
10. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth, or voluntarily induced abortion;
11. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
12. a loss or damage caused by detention, confiscation or destruction by customs officials;
13. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
14. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;

15. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to refund money due to You, or to provide the bargained-for Travel Arrangements;
16. a mental, nervous or psychological disorder (including the treatment of such condition, unless Hospitalized for that condition while the Policy is in effect for You);
17. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Policy is not in effect for You;
18. curtailment or delayed return for reasons other than the covered events listed in the offered Coverages;
19. services not shown as covered;
20. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination;
21. traveling against the advice of a Physician and any loss occurring during such a Trip;
22. operation of any motor vehicle outside of the proper license required, laws or regulations in the area in which the motor vehicle is being operated.

## COVERAGE PROVISIONS

**Who is Eligible for Coverage**:

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

**When Coverage Begins**:

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

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

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

**When Coverage Ends**:

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

Trip Cancellation for Fortuitous Reason: Coverage ends forty-eight (48) hours prior to the Trip's Scheduled Departure Date.

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

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

**Extension of Coverage**:

Baggage: If the covered Baggage, passports or visas are in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to You. This continuation of coverage does not include loss caused by or resulting from the delay.

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

## CLAIM PROVISIONS

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

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

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

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

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

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

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Rental Car Damage: You must:

1. Take all reasonable and necessary steps to protect the Rental Car and prevent further damage to it.
2. Report the loss to the appropriate local authorities and the Rental Car company as soon as possible.
3. Obtain all information from any other party involved in an Accident, such as name, address, insurance information and driver's license number.
4. Provide Us all documentation such as rental agreement, and any police report or damage estimate (if available).

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

**Where to Report a Claim**: Claims can be filed online via a MyIMG account. Create a MyIMG account or log into your existing MyIMG account at https://www.imglobal.com/member. After logging in, navigate to the claims area of the website and follow the prompts to submit a claim. IMG will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, IMG may, at its discretion, require original documentation to be sent. Paper claim forms may be requested by contacting 1-866-243-7524 or 1-317-655-9798 or via email at iTravelClaims@imglobal.com.

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

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

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

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

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

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

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

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All other benefits will be paid directly to You, unless otherwise directed by You. At Our option, We may choose to pay all benefits, or a portion of benefits, directly to the provider whom supplied services to You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment that is on record with Us. We are not responsible for the validity of any assignment of benefits.

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

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

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

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

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

**Right to Recover and Subrogate from Others**: We have the right to recover any payments We have made from anyone who may be responsible for the loss, as permitted by law. You and anyone else We insure must sign any papers and do whatever is necessary to transfer this right to Us. You and anyone else We insure will do nothing after the loss to affect our right.

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## GENERAL PROVISIONS

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

**Controlling Law**: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that state's law.

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

**Arbitration**: Upon Our and Your mutual agreement, any claim arising out of, or relating to, this contract or its breach can be settled by arbitration and must be submitted to arbitration no more than one (1) year after You file the entire claim or after an appraisal award, whichever is later, and shall be administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally, however, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. The results of the arbitration shall remain confidential.

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

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

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

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

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

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

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

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# SIRIUSPOINT AMERICA INSURANCE COMPANY

**ONE WORLD TRADE CENTER, 285 FULTON ST, 47th Floor**
**NEW YORK, NY 10007**

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## IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

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

### WHAT IS OFAC?

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

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

### PROHIBITED ACTIVITY

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

Additional and more in-depth information on OFAC is available at the following website: https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx.

### OBLIGATIONS PLACED ON US BY OFAC

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

### POTENTIAL ACTIONS BY US

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

### YOUR RIGHTS AS A POLICYHOLDER

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

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# HIPAA NOTICE OF PRIVACY RIGHTS

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

**PLEASE REVIEW IT CAREFULLY.**

## I. OUR DUTIES

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

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

## II. YOUR INDIVIDUAL RIGHTS

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

1. The right to request restrictions on certain uses and disclosures of Protected Health Information, including the uses and disclosures listed in this Notice of Privacy Rights and permitted disclosures. However, we are not required to agree to a requested restriction.

2. The right to reasonably request to receive confidential communication of Protected Health Information by alternative means or at alternative locations.

3. The right to inspect and copy your Protected Health Information in our records, except for:

   - Psychotherapy notes;
   - Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
   - Protected Health Information that is subject to a law prohibiting access to that information; or
   - If the Protected Health Information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

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4. We may also deny your request to inspect and copy your Protected Health Information if:

   - A licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety, or the life or physical safety of another person;

   - The Protected Health Information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or

   - A licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

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

5. The right to amend your Protected Health Information contained in our records. However, we are not required to amend the information if the information: (i) was not created by us; (ii) is not part of your medical or billing records; (iii) is not available for inspection; or (iv) the information is accurate and complete.

6. The right to receive an accounting of disclosures of Protected Health Information made by us in the six (6) years prior to the date on which the accounting is requested, except for disclosures:

   - To carry out payment and health care operations as provided below;

   - For notification purposes, as provided by law;

   - For national security or intelligence purposes, as provided by law;

   - To correctional institutions or law enforcement officials, as provided by law; or

   - That occurred prior to September 1st, 2014 (Effective Date of Notice)

7. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

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## III. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

- Treatment: We do not provide treatment.

- Payment: Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures for the purposes of payment include: (i) sharing Protected Health Information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (ii) sharing Protected Health Information with third party administrators for the processing of claims.

- Operations: Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures for operations purposes include: (i) using Protected Health Information for the purpose of underwriting and calculating premium rates; (ii) using Protected Health Information to perform legal, actuarial, and auditing services; (iii) disclosing Protected Health Information when responding to complaints; and (iv) use of Protected Health Information for general data analyses and long-term management and planning.

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

- To you, as the covered individual.

- To a personal representative designated by you to receive Protected Health Information or a personal representative designated by law such as the parent or legal guardian of a child, or the surviving family members or representative of the estate of a deceased individual.

- To the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with HIPAA and the HIPAA Privacy Rules.

- To a business associate as part of a contracted agreement to assist us with our business activities. We require these business associates to appropriately safeguard the privacy of your information.

- For any purpose required by law, provided the use or disclosure complies with and is limited to the relevant requirements of such law.

- To an appropriate government authority as required by law if we suspect child abuse or neglect, or if we believe you to be the victim of abuse, neglect, or domestic violence.

- To a health oversight agency for oversight activities authorized by law.

- In connection with judicial and administrative proceedings, including disclosures in response to a court order, subpoena or discovery request.

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

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

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

## IV. COMPLAINTS REGARDING YOUR PRIVACY RIGHTS

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

## V. CONTACT US

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

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

## VI. EFFECTIVE DATE

The effective date of this Notice of Privacy Rights is September 1st, 2014.

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# Emergency Travel Assistance

IMG's iTravelInsured offers more than insurance protection. The following emergency travel assistance services are available to you, at your request, 24 hours a day, seven days a week, while you are on a trip covered under a contract administered by iTravelInsured to bring you Global Peace of Mind®.

**Emergency Travel Arrangements:** In the event you must return home or discontinue your trip as a result of an interruption in travel due to an illness of your spouse, child, parent, in-law or grandparent, we can help you make the appropriate travel arrangements.

**Lost Passport/Travel Documents Assistance:** we can help you report, retrieve or replace lost or stolen travel documents, such as your passport, credit cards and airline tickets.

**Lost Luggage Assistance:** we can assist you in communicating with the commercial carrier for the return of your lost luggage.

**Embassy or Consulate Referral:** we can inform you of the location and contact telephone numbers for the nearest embassy or consulate, no matter where you are.

**Emergency Message Relay:** we can receive or transmit emergency messages between you, your family or your employer.

**Emergency Prescription Replacement:** we can assist you with the replacement of lost or damaged prescription medication.

**Medical Referral:** If urgent medical advice or care is needed, we are prepared to refer you to the nearest appropriate care facility or provide a listing of available medical care to you. We can assist with obtaining an appointment with the medical care provider you have chosen.

**Note:** *these services are not valid after coverage termination and may be withdrawn at any time. Services offer assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or good received.*

**24-Hour Medical Monitoring:** If you are hospitalized, we can provide medical professionals to communicate with your treating doctor(s) and help you monitor your condition. IMG can also communicate with your family doctor, as you direct.

**Emergency Cash Transfer:** we can help you transfer funds, up to $500, in the event you have a medical or travel emergency.

**Legal Referrals:** we can provide you with a referral to the nearest attorney.

**Emergency Translations:** we can provide personal, emergency telephone translation services and referral to a local interpreter service should you require language assistance.

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*Cut out and fold the card below and keep it in your wallet while you are on your trip!*

CUT LINE

Insured Traveler: _____

Certificate Number:_____

Member Number:_____

Should you need emergency assistance while you are on a covered trip:

+1.317.655.9796

FOLD

## Emergency Travel Assistance Services Available

- Emergency Travel Arrangements
- Lost Passport/Travel Documents Assistance
- Lost Luggage Assistance
- Embassy or Consulate Referral
- Emergency Message Relay
- Emergency Prescription Replacement
- Medical Referral
- 24-Hour Medical Monitoring
- Emergency Cash Transfer
- Legal Referrals
- Emergency Translations