# **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724 (Hereinafter referred to as "the Company")

# TRAVEL PROTECTION PLAN

This Certificate of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Confirmation of Benefits is incorrect.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO

Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and this Certificate, the Policy will govern.

If You are not satisfied for any reason, You may return Your Certificate to Travel Insurance Services within 15 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, the coverage under the Certificate is void from the beginning.

Renewal: Coverage under this Certificate is not renewable.

SHORT TERM COVERAGE NON-RENEWABLE

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# SCHEDULE OF BENEFITS

## Maximum Benefit Amount/Principal Sum

#### Part A – Travel Arrangement Protection

Trip Cancellation	Trip Cost
	Up to \$100,000
Trip Interruption	150% of Trip Cost
	Up to \$150,000
Travel Delay (Up to \$250 Per Day)	\$1,500
Baggage and Personal Effects	\$2,000
Baggage Delay	\$100
Missed Connection	\$1,500

Change Fee	\$250
Reimbursement of Miles or Reward Points	\$75
Part B – Travel Insurance Benefits	
Accidental Death & Dismemberment	\$50,000
Accident & Sickness Medical Expense	\$50,000
Emergency Medical Evacuation	.\$500,000

# **Optional Coverage**

Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Schedule of Benefits.

#### SECTION I. COVERAGES

#### TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements, including up to \$75 for the cost of airline-imposed fees to rebank frequent flyer miles for air flights to join the Insured's Trip when You are prevented from taking Your Trip due to:

- 1. Your or a Family Member's Of a Traveling Companion's or a Business Partner's death, which occurs before departure on Your Trip;
- 2. Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury, which: a) occurs before departure on Your Trip, b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) and prevents Your participation in the Trip;
- 3. For the Other Covered Reasons listed below;

provided such circumstances occur while coverage is in effect.

## "Other Covered Reasons" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), 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);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result.;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 250 miles or more.;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;

- h. Inclement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel:
- i. involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- j. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip;
- k. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.
- I. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the organization or firm from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. This benefit only applies if the Certificate has been purchased within 21 days of the date Your initial deposit/payment for Your Trip is received;
- m. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required.
- n. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company;
- o. a cancellation of the Insured's Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.
- p. A transfer of You or Your Traveling Companion by the employer by whom You or Your Traveling Companion are employed on Your Effective Date which requires their principal residence to be relocated.

If You must reschedule the Trip due to a covered reason, a benefit will be paid, up to a maximum of \$250, for the reissue fee charged by the airline to change the Insured's tickets.

If Your Travel Supplier cancels Your Trip, a benefit will be paid up to a maximum of \$250 for the reissue fee charged by the airline for the tickets.

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

# Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount shown, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is canceled for a covered reason and You do not cancel your trip.

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

#### TRIP INTERRUPTION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits; or up to 150% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land, water or air Travel Arrangements:

- a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
- b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

Trip Interruption must be due to:

- Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs while You are on Your Trip;
- 2. Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) prevents Your continued participation on Your Trip;
- 3. For the Other Covered Reasons listed below;

provided such circumstances occur while coverage is in effect.

"Other Covered Reasons" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), 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);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result.
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 250 miles or more.;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- h. Inclement Weather that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- i. involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip
- k. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.
- I. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the organization or firm from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. This benefit only applies if the Certificate has been purchased within 21 days of the date Your initial deposit/payment for Your Trip is received;
- m. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required.
- n. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company;
- o. a cancellation of the Insured's Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose 50% or more of the Insured's scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.
- p. A transfer of You or Your Traveling Companion by the employer by whom You or Your Traveling Companion are employed on Your Effective Date which requires their principal residence to be relocated.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 100% of the Maximum Benefit Amount shown in the Schedule of Benefits

# Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount shown, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is canceled for a covered reason and You do not cancel your trip.

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

## TRAVEL DELAY

Benefits will be paid up to \$250 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal, telephone call and local

transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 12 hours or more while en route to or from, or during Your Trip, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- e) a documented weather condition preventing You from getting to the point of departure.

Benefits will not be paid for any expenses, which have been reimbursed, or for any services that have been provided by the Common Carrier.

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

## **BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Certificate Plan; and (c) occurring while coverage is in effect. The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a like kind and quality; or
- \$300 per article.

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$300 per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

- 1) repair or replace any part to restore the pair or set to its value before the loss; or
- 2) pay the difference between the value of the property before and after the loss.

A combined maximum of \$500 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

Baggage Delay: We will reimburse You, up to the amount shown in the Schedule of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 24 hours or more during Your Trip.

## MISSED CONNECTION

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) documented weather condition preventing You from getting to the point of departure;
- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

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

- a) Your Additional Transportation Cost to join Your Trip; and
  - b) Your Prepaid expenses for the unused land or water Travel Arrangements; and
  - c) reasonable accommodation and meal expenses necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

#### **CHANGE FEE**

The Company will pay a maximum of \$250 for the fees associated with a change to Your air itinerary.

#### REIMBURSEMENT OF MILES OR REWARD POINTS

If You have Trip Cancellation Benefits under this Certificate and cancel Your Trip for a Covered Reason, benefits will be paid up to the Maximum Benefit Amount of \$75 as shown in the Schedule of Benefits for any penalty cost of putting the miles or reward points back in the account they were removed from. This will not duplicate any benefits paid under the Trip Cancellation Benefit and is subject to the same General Exclusions and Limitations.

#### CANCEL FOR ANY REASON BENEFIT

**Optional Coverage**: Applicable only when purchased within 21 days of original plan purchase and if the appropriate additional premium has been paid.

If You cancel Your Trip for any reason not otherwise covered by this plan, benefits will be paid for 75% of the Prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip provided:

- a) Your payment for this plan is received within 21 days of the date Your initial Payment or Deposit for Your Trip is received; and
- b) You insure 100% of the Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 21 days of the Payment or Deposit for those Travel Arrangements the cost of any subsequent Travel Arrangements (or any other Travel Arrangements not made through Your travel agent) added to Your Trip; and
- c) You cancel Your Trip 48 hours or more before Your Scheduled Departure Date.

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

#### INTERRUPTION FOR ANY REASON BENEFIT

**Optional Coverage**: Applicable only when purchased within 21 days of original plan purchase and if the appropriate additional premium has been paid.

If You interrupt Your Trip, 48 hours or more after Your actual Departure Date, for any reason not otherwise covered by this plan, benefits will be paid, up to 75% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments for unused non-refundable land, water or air Travel Arrangements:

- a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
- b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

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

#### ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Confirmation of Benefits.

Table of Losses	
Type of Loss	Benefit Amount
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of Principal Sum

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively.

**Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof.

The Principal Sum is shown in the Insured's Schedule of Benefits.

#### EXPOSURE AND DISAPPEARANCE

We will pay benefits for covered losses that result from Your being unavoidably exposed to the elements because of a Covered Accident occurring during Your Trip. The loss must occur within 365 days after the event that caused the exposure.

If, while insured under this Coverage, You are unavoidably exposed to the elements because of a Covered Accident and suffer a loss for which benefits are payable under this Coverage, such loss will be covered.

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, and if Your body has not been found within 52 weeks from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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

# **ACCIDENT & SICKNESS MEDICAL EXPENSE**

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip. You must receive the initial Medical Treatment for the Injury within 30 days after the date of the Accident which caused the Injury, or within 30 days after the date of the covered Sickness. All Covered Expenses must be incurred by You within 365 days of Your Covered Accidental Injury or covered Sickness.

Benefits will include up to \$500 for expenses for emergency dental treatment due to Injury to natural teeth.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a Covered Accidental Injury or covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

For the purpose of this benefit:

"Covered Expense" means expense incurred only for the following:

- The medical services, prescription drugs, prosthetics, therapeutic services and supplies ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
- Hospital or ambulatory medical-surgical center services;
- 3. Transportation furnished by a professional ambulance company to and/or from a Hospital.

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

#### EMERGENCY MEDICAL EVACUATION AND RETURN OF REMAINS

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits

- 1. Emergency Medical Evacuation: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.
  - If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.
  - If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).
- 2. Non-Emergency Medical Evacuation: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury where adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If the Insured is traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by the Insured, by Economy Transportation, for a single visit to and from the Insured's bedside.

[If the Insured is in the Hospital for more than 7 consecutive days and the Insured's dependent children who are under 18 years of age and accompanying the Insured on the Insured's Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

- 3. Medical Repatriation: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for the Insured to return to the Insured's primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for the Insured's return to the Insured's primary place of residence or to a Hospital or medical facility closest to the Insured's primary place of place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
  - i) one-way Economy Transportation;
  - ii) commercial air upgrade (to Business or First Class), based on the Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
  - iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.
- 4. **Return of Remains**: In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall:

- a) notify the Company of any other insurance;
- b) help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
- c) not do anything after the loss to prejudice the Company's rights; and
- d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

## SECTION II. DEFINITIONS

- "Accident" means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.
- "Actual Cash Value" means current replacement cost for items of like kind and quality.
- "Additional Transportation Cost" means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.
- "Air Carrier" means any air conveyance operating under a valid license for the transportation of passengers for hire.
- "Baggage and Personal Effects" means luggage, personal possessions and travel documents taken by You on Your Trip.
- "Bankruptcy or Default" means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, cruise line, or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.
- "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; childcare service, facility or provider; or persons 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 children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.
- "Coinsurance" means the amount of Usual and Customary Charges for which the Insured is responsible for a specified coverage.
- "Common Carrier" means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire.
- "Complications of Pregnancy" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

- "Covered Accident" means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.
- "Covered Vehicle" means a private passenger vehicle owned by or under long term lease (1 year or more) to You.
- "Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.
- "Elective Treatment and Procedures" means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.
- "Eligible Person" means a citizen or resident of the United States of America who is booked to travel on a Trip, completes an enrollment form if applicable, and for whom the required premium has been paid.
- "Excluded Country" means one of the following countries from which Non-Medical Emergency Evacuations are not available such as Afghanistan, Chechnya, Democratic Republic of the Congo, Iran, Iraq, Israel West Bank, Israel Gaza Strip, Ivory Coast, Lebanon, Libya, North Korea, Somalia, Sudan, Syria, or any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC);
- "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, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.
- "Home" means Your primary place of residence.
- "Hospital" means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) 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.
- "Inclement Weather" means any weather condition that delays the scheduled arrival or departure of a Common Carrier.
- "Injury" or "Injuries" means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Certificate; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.
- "Insured" means a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.
- "Legally Qualified Physician" means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.
- "Maximum Benefit Amount" means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

- "Medically Fit to Travel" means based on assessment a Legally Qualified Physician has advised You, a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.
- "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 Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment.
- "Natural Disaster" means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.
- "Participating Organization" means an organization which elects to offer coverage under a Policy by completing a participation agreement that has been accepted by the Company.
- "Partial Hospitalization" means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient's functional level and prevent relapse or full hospitalization. Partial hospital programs are usually furnished by a hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.
- "Payments or Deposits" means the cash, check, or credit card amounts actually paid for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.
- "Penalty" means a fee assessed for canceling a reservation. For airline tickets, the cancellation penalty is usually collected by refunding only a portion of the ticket price. For hotel reservations, the cancellation penalty is charged to the credit card or deposit used to secure the reservation.
- "Pre-Existing Condition" means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Certificate.
- "Prepaid" 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 Prepaid as defined herein.
- "Schedule of Benefits" means a written confirmation specifying the coverages and amounts the Insured has purchased and which is delivered to the Insured following purchase via email.
- "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 which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness and is considered a Pre-Existing Condition as defined herein and is not covered by the Certificate Plan.
- "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 was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.
- "Terrorist Incident" means an act of violence, that is deemed terrorism by the United States Government 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 property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country.
- "Third Party" means a person or entity other than You or the Company.

"Transportation Expense" means the cost of Medically Necessary conveyance, personnel, services or supplies.

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

"Travel Advisory or Travel Warning" means U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases.

"Traveling Companion" means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

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

"Trip" means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.

"Us", "We", "Our" means United States Fire Insurance Company.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

# **SECTION III. INSURING PROVISIONS**

## Who Is Eligible For Coverage:

A citizen or resident of the United States of America who is booked to travel on Your Trip, and for whom the required premium is paid.

#### When Coverage Begins – Coverage Effective Date:

**Trip Cancellation**: Coverage begins at 12:01 a.m. on the day after the date the appropriate premium for this Certificate for Your Trip is received by Travel Insurance Services.

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, except Trip Cancellation and Travel Delay.

## When Coverage Ends – Coverage Termination Date:

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

All Other Coverages: Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by the Certificate. Termination of the Certificate will not affect a claim for loss that occurs after premium has been paid.

All coverages under the Certificate will be extended if Your entire Trip is covered by the Certificate and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

## SECTION IV. GENERAL EXCLUSIONS

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

- 1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
- 2. an act of declared or undeclared war;
- participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
- 4. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);

- 5. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
- 8. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 9. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
- 10. dental treatment (except as coverage is otherwise specifically provided herein);
- 11. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
- 12. due to a Pre-Existing Condition, as defined in the Certificate Plan. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;
- 13. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
- 14. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
- 15. a mental or nervous condition, unless hospitalized or Partially Hospitalized for that condition while the Certificate is in effect for You;
- 16. a loss that results from an illness, disease or other condition, event or circumstance which occurs at a time when the Certificate Plan is not in effect for You;
- 17. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.
- 18. an assessment from a Legally Qualified Physician advising You in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Certificate, at the time of purchase of Coverage for a Trip.

#### PRE-EXISTING CONDITION EXCLUSION:

The Company will not pay for any expense as a result of any illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this Exclusion does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Certificate.

## Waiver of the Pre-Existing Condition Exclusion

The exclusion for Pre-Existing Condition will be waived provided:

- Your Payment or Deposit for this plan and enrollment form are received within 21 days of the date Your initial Payment or Deposit for Your Trip is received; and
- b) You insure all Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 21 days of the Payment or Deposit for those Travel Arrangements the cost of any subsequent Travel Arrangements (or any other Travel Arrangements not made through Your travel agent) added to Your Trip; and
- c) You are not disabled from travel at the time Your premium is paid.

# SECTION V. GENERAL PROVISIONS

**Notice of Claim**: Notice of claim must be reported within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms**: When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 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 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Time of Payment of Claims: We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

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

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

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

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

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

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

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

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

Reductions 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 Your Trip.

## **Worldwide Assistance Services**

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical or Legal Referral
- · Inoculation Information · Hospital Admission Guarantee
  - Translation Service Lost Baggage Retrieval
- Passport/Visa Information Emergency Cash Advance
- Bail Bond Prescription Drug/Eyeglass Replacement
- ID Theft Resolution Service Concierge Service Political and Natural Disaster Evacuation Payment reimbursement to the Assistance Company is Your responsibility.

24/7 Worldwide Assistance Services
Travel Assistance, Medical Emergency,
Concierge Service, Political and Natural Disaster Evacuation and ID Theft Resolution Service

On Call International 888-268-2824 (within USA) OR CALL COLLECT: 603-328-1725 (From all other locations)

Travel assistance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

#### **AVAILABILITY OF SERVICES**

You are eligible for information and concierge services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Covered Trip. The Identity Theft Resolution Services become available on Your scheduled departure date for Your Covered Trip. Services are provided only for an Identity Theft event which occurs while on Your Covered Trip. Identity Theft Resolution does not guarantee that its intervention on behalf of You will result in a particular outcome or that its efforts on behalf of You will lead to a result satisfactory to You. Identity Theft Resolution does not include and shall not assist You for thefts involving non-US bank accounts.

## **IDENTITY THEFT RESOLUTION SERVICES**

In the event of an Identify Theft event while on Your Covered Trip, Travel Insured's designated provider will provide you with the support and tools needed for You to restore Your identity to pre-event status. Assistance includes contacting Your creditors to notify them of the event and to request replacement cards; connecting you with a friend or family member at home and providing them with the assistance to set up a transfer or wire of funds; information on how to contact the three major credit bureaus; guidance on how to obtain a police report; and providing You with a guide on how to restore Your credit.

#### **CONCIERGE SERVICES**

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items. Services offered include: • Destination Profiles • Epicurean Needs • Event Ticketing • Floral Services • Tee Time Reservations • Hotel Accommodations • Meet-And-Greet Services • Shopping Assistance Services • Pre-Trip Assistance • Procurement of Hard-To-Find Items • Restaurant Referrals and Reservations • Rental Car Reservations • Airline Reservations

#### POLITICAL AND NATURAL DISASTER EVACUATION

If Participant requires emergency evacuation, which places him/her in Imminent Bodily Harm or due to a Natural Disaster, which makes his/her location Uninhabitable, or Participant's specific location in the Host Country is deemed Uninhabitable by the Assistance Company's Security Personnel, the Assistance Company will arrange and pay for evacuation from a safe departure point to the nearest safe location. The Assistance Company shall arrange and pay up to \$100 per day up to a maximum of three (3) days for reasonable accommodations related to lodging if the Participant is delayed at the nearest safe location. The Assistance Company shall also arrange and pay for one-way economy airfare to return Participant to his/her Home Country following a Natural Disaster or Political Evacuation. Economy airfare and lodging costs shall not exceed a combined single limit of \$5,000 USD per Participant. Participant must contact the Assistance Company as soon as possible after his/her Host Country issues the official disaster declaration, as delays may make safe transportation impossible. The method of transportation will be as deemed most appropriate to ensure Participant's safety. If evacuation becomes impractical due to hostile or dangerous conditions, the Assistance Company will maintain contact with and advise the Participant until evacuation becomes viable or the natural disaster situation or the political or social upheaval has been resolved. Should commercial transportation be available, but transportation to the commercial transportation departure point will place Participant in Imminent Bodily Harm, the Assistance Company shall arrange and pay for his/her secure transport to the departure point. Fees

for commercial transportation and/or change fees are the responsibility of the Participant once he/she reaches the departure point where normal commercial transportation is available. There is a \$100,000 CSL. Benefit is subject to the terms and conditions of the plan and as determined by ON CALL security personnel, in accordance with local and U.S. authorities. Services rendered without ON CALL's coordination and approval are not covered. No claims for reimbursement will be accepted. If the Participant is able to leave the Covered Person's host country by normal means, ON CALL will assist the Covered Person in rebooking flights or other transportation. Expenses for non-emergency transportation are the Covered Person's responsibility.

# **Claims Procedures**

# To facilitate prompt claims settlement:

TRIP CANCELLATION/TRIP INTERRUPTION: IMMEDIATELY Call Your Travel Supplier and Travel Insured International to report Your cancellation and avoid non-Covered Expenses due to late reporting. Travel Insured International will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking Your Covered 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 prevented Your participation in the Covered Trip. Provide all unused transportation tickets, official receipts, etc.

**TRAVEL DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc). Submit this documentation along with Your Covered Trip itinerary and all receipts from additional expenses incurred.

MEDICAL EXPENSES: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

**BAGGAGE**: Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

Claims Administered by

TRAVEL INSURED

Quality Protection Worldwide
For questions or to report a claim, contact:
Travel Insured International, Inc.
P.O. Box 6503
Glastonbury, CT 06033
855-376-2040

# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

# STATE SPECIFIC AMENDMENTS

This Amendatory Endorsement is attached to and made a part of Policy Number T210-MP issued to the Group and Blanket Accident and Health Trust (the Policyholder).

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

The Policy/Certificates are hereby amended as follows:

## ARKANSAS AMENDATORY ENDORSEMENT - T210-AE AR

1. The Legal Actions provision appearing in SECTION V General Provisions is deleted and replaced as follows:

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

2. The **Subrogation** provision appearing in **SECTION V General Provisions** is amended to include this sentence which will appear as follows at the end of the provision:

The Company is entitled to recovery only after the Insured has been fully compensated for the loss sustained.

#### CONNECTICUT AMENDATORY ENDORSEMENT - T210-AE CT

1. The following is added to the **Face Page** of the Certificate:

Upon request by an Insured, the Master Group Policy, sitused in Illinois, is available for examination.

- 2. The following Exclusion 7. in SECTION IV GENERAL EXCLUSIONS is deleted and replaced as follows:
  - 7. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;
- 3. Exclusion 16. in SECTION IV GENERAL EXCLUSIONS referencing chemical, biological, radiological or similar agents is deleted in its entirety and will not appear.
- 4. The Excess Insurance provision in SECTION V GENERAL PROVISIONS is deleted and will not appear.
- 5. The Subrogation provision in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.

6. The following is added to SECTION V GENERAL PROVISIONS:

Required Connecticut Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required payment has been paid prior to that termination date will continue until the end of Your Trip.

#### DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT – T210-AE DC

1. The following will appear at the bottom of the Cover Page, directly above the TABLE OF CONTENTS:

#### LIMITED BENEFIT COVERAGE

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

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

Required District of Columbia Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

# FLORIDA AMENDATORY ENDORSEMENT - T210-AE FL RESIDENTS ONLY

(Applicable to **FLORIDA** Residents Only)

The Legal Actions provision appearing in SECTION V General Provisions is deleted and replaced as follows:

**Legal Actions:** No legal action may be brought to recover on the Policy until 60 days after the Company receives Proof of Loss. No legal action for a claim may be brought against Us more than 5 years after the time required by law for giving Proof of Loss. This 5 year time period is extended from the date Proof of Loss is furnished and the date the claim is denied in whole or in part.

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#### GEORGIA AMENDATORY ENDORSEMENT - T210-AE GA

The Concealment and Misrepresentation provision appearing in SECTION V General Provisions is deleted and replaced as follows:

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

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#### HAWAII AMENDATORY ENDORSEMENT - T210-AE HI

The following is added to **SECTION V GENERAL PROVISIONS** as follows:

Representations: All statements made by the Insured are deemed representations and not warranties. No statement made by the Insured shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the Insured or to the Insured's beneficiary, if any. A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects the acceptance of the risk assumed by the Company, shall not prevent a recovery under the Certificate.

#### IDAHO AMENDATORY ENDORSEMENT - T210-AE ID

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1. The following is added at the bottom of **SECTION V General Provisions**:

Contact Information for the Idaho Department of Insurance:

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

1-800-721-3272 or 208-334-4250 or www.DOI.ldaho.gov

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#### ILLINOIS AMENDATORY ENDORSEMENT - T210-AE IL

- A. Item b.(i) under "Other Covered Reasons" in both COVERAGE TRIP CANCELLATION and COVERAGE TRIP INTERRUPTION appearing in SECTION I COVERAGES is deleted and replaced as follows:
  - (i) the building structure itself is unstable and there is a risk of collapse;
- B. The last sentence in the definition of "Injury" or "Injuries" appearing in SECTION II DEFINITIONS is deleted and replaced as follows:

The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity and must not be caused by, or result from, Sickness.

C. The definition of "Complications of Pregnancy" appearing in SECTION II DEFINITIONS is deleted and replaced as follows:

"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, hyperemesis gravidarum, preeclampsia, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective 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 and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

- D. Item 1) in the definition of "Pre-Existing Condition" appearing in SECTION II DEFINITIONS is deleted and replaced as follows:
  - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;
- G. Item 1) in the Pre-Existing Condition Exclusion appearing in SECTION IV General Exclusions is deleted and replaced as follows:
  - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;
- H. The Time of Payment of Claims provision appearing in SECTION V General Provisions is deleted and replaced as follows:

  Time of Payment of Claims: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

  Failure to pay within such period shall entitle the Insured to interest at the rate of 9% per annum from the 30th day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

## LOUISIANA AMENDATORY ENDORSEMENT - T210-AE LA

1. The Time of Payment of Claims provision appearing in SECTION V General Provisions is deleted and replaced as follows:

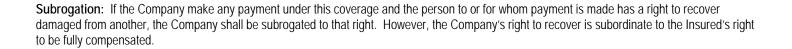
Time of Payment of Claims: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

2. The Legal Actions provision appearing in SECTION V General Provisions is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against the Company until 45 days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than 3 years after the time required for giving proof of loss. This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

- 3. The Concealment and Misrepresentation provision appearing in SECTION V General Provisions is deleted and replaced as follows:

  Concealment and Misrepresentation: The entire coverage will be void, if when applying for coverage, the Insured made a fraudulent statement or misrepresentation with the intent to deceive. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment, or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.
- 4. The Subrogation provision appearing in SECTION V General Provisions is deleted and replaced as follows:



## MARYLAND AMENDATORY ENDORSEMENT - T210-AE MD

- 1. On the **Cover Page**, the last sentence in the third paragraph indicating "When so returned, the coverage under this Certificate is void from the beginning" is deleted and will not appear.
- 2. The Concealment and Misrepresentation provision appearing in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

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

## MAINE AMENDATORY ENDORSEMENT - T210-AE ME

- 1. The references to \$1,000 within the Maximum Benefit Amount/Principal Sum ranges in the **SCHEDULE OF BENEFITS** for Accidental Death and Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only and Common Carrier Only are deleted and replaced with \$2,000.
- 2. The definition of Actual Cash Value appearing in SECTION II DEFINITIONS is deleted and replaced as follows:
  - "Actual Cash Value" means the replacement cost of an insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged. As used in this definition, Physical Depreciation means a value as determined according to standard business practices.
- 3. The Concealment and Misrepresentation provision in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

  Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulent or materially misrepresented. Notice of cancellation of the entire coverage will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

# MINNESOTA AMENDATORY ENDORSEMENT - T210-AE MN

1. The third paragraph of the **Face Page** is deleted and replaced as follows:

Insurance is provided by a Group Policy sitused in a state other than Minnesota. Certificates delivered to residents of Minnesota are subject to the terms of the Certificate and this Minnesota Amendatory Endorsement and not the Group Policy.

- 2. All references to "Confirmation of Benefits" are hereby deleted and will not apply.
- 3. The following is added to appear as the last numbered Exclusion in SECTION IV GENERAL EXCLUSIONS:
  - 19. Air, water or other pollution, or threat of a pollutant release;
- 4. The Time of Payment of Claims and Concealment and Misrepresentation provisions in SECTION V GENERAL PROVISIONS are deleted and replaced as follows:

Time of Payment of Claims: We, or Our designated representative, will pay the claim within five business days after receipt of acceptable proof of loss.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

5. The following is added as the last sentence in the Subrogation provision in SECTION V GENERAL PROVISIONS:

The Company may not subrogate itself to the rights of an Insured to proceed against another person if that other person is an Insured by the Company for the same loss.

#### NEBRASKA AMENDATORY ENDORSEMENT - T210-AE NE

- A. Item 1. in the definition of Pre-Existing Condition appearing in SECTION II DEFINITIONS is deleted and replaced as follows:
  - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;
- B. The Time of Payment of Claims provision appearing in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

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

## NEVADA AMENDATORY ENDORSEMENT - T210-AE-NV

1. SECTION V TERMINATION OF MASTER POLICY is deleted and replaced as follows:

If the Policy has been in effect for less that 70 days, the Policyholder or the Company may terminate the Master Policy by giving 31 days advance written notice to the other party. Termination is without prejudice to any claims that exist on such date.

If the Policy has been in effect for 70 days or more, the Company may terminate the Master Policy before the expiration of the agreed term for any one of the following grounds:

- (a) failure to pay premium when due;
- (b) conviction of the Insured of a crime arising out of acts increasing the hazard insured against;
- (c) discovery of fraud or material misrepresentation in the obtaining of the Master Policy or in the presentation of a claim thereunder;
- (d) discovery of an act of omission or a violation of any condition of the Master Policy.

#### OHIO AMENDATORY ENDORSEMENT – T210-AE OH

**A**. The following statement is added to the **Face Page** of the Certificate:

WARNING: Any person who knowingly, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

B. The Who is Eligible For Coverage provision appearing SECTION III INSURING PROVISIONS is deleted and replaced as follows:

#### Who Is Eligible For Coverage:

A citizen or resident of the United States of America who is booked for travel on Your Trip, completes the enrollment form and for whom the required premium is paid.

- C. The Excess Insurance provision appearing in SECTION V GENERAL PROVISIONS is deleted and will not appear.
- D. SECTION V GENERAL PROVISIONS is amended to include the following provision at the end:

Required Ohio Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required payment has been paid prior to that termination date will continue until the end of Your Trip.

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1. The third paragraph on the **Face Page** is deleted and replaced as follows:

Insurance provided by this Certificate is subject to all the terms and conditions of the Group Policy, sitused in a state other than Oklahoma. Certificates delivered to residents of Oklahoma are subject to the terms of this Certificate and not the Group Policy.

2. The following statement is added to the Face Page of the Certificate:

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

- 3. Exclusion 2, pertaining to war appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:
  - 2. war or any act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer.
- 4. The last sentence in the **Medically Fit to Travel Exclusion** provision appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in this Certificate, at the time of purchase of Coverage for a Trip, the Coverage is cancelled and premium paid will be returned.

5. The Payment of Claims provision appearing in SECTION V General Provisions is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay up to \$1,000 to the Insured's 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.

6. The Concealment and Misrepresentation provision appearing in SECTION V General Provisions is deleted and replaced as follows:

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

7. **SECTION V General Provisions** is amended to include the following provisions:

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

Required Oklahoma Statement regarding premium: The exact amount of premium will be determined upon purchase of the coverage under this Certificate, and the basis and rates upon which the premium will be the determined are the plan design, Trip cost and age of the Insured. The average per Trip premium is \$----------- USD.

# RHODE ISLAND AMENDATORY ENDORSEMENT - T210-AE RI

1. The definition of Family Member in SECTION II DEFINITIONS is deleted and replaced as follows:

"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, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, a person who is a party to a civil union with You as Your dependent and spouse, Domestic Partner, Caregiver, or Child Caregiver.

2. The Time of Payment of Claims	provision in SECTION V GENERAL PROVISIONS are deleted and replaced as follows:	
Time of Payment of Claims:	We, or Our designated representative, will pay the claim within 60 days after receipt of acceptable proof	f of loss.

1. The Payment of Claims, Physical Examination and Autopsy and Legal Actions provisions in SECTION V GENERAL PROVISIONS are deleted and replaced as follows:

**Payment of Claims:** Benefits will be paid to the Insured. Loss of Life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

**Physical Examination and Autopsy:** The Company at its own expense may have the Insured examined as often as reasonably necessary while a claim is pending and in cases of death of the Insured the Company at its own expense also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

**Legal Actions:** No legal action may be brought to recover on this Certificate within sixty days after written proof of loss has been given as required by this Certificate. No such action may be brought after six years from the time written proof of loss is required to be given.

2. The following provision is added as the last provision in **SECTION V GENERAL PROVISIONS**:

**Change of Beneficiary:** The Insured can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the Certificate, unless the designation of the beneficiary is irrevocable.

## SOUTH DAKOTA AMENDATORY ENDORSEMENT - T210-AE-SD

- 1. The following Exclusion 7. appearing in SECTION IV GENERAL EXCLUSIONS is deleted in its entirety:
  - 7. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician";
- 2. The last sentence of the Legal Actions provision appearing in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

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

# UTAH AMENDATORY ENDORSEMENT - T210-AE UT

1. The third paragraph of the Exposure and Disappearance provision in COVERAGE ACCIDENTAL DEATH AND DISMEMBERMENT is deleted and replaced as follows:

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

- The definition of Family Member appearing in SECTION II DEFINITIONS is amended to include a child placed for adoption with the Insured.
- 3. The definition of Complications of Pregnancy appearing SECTION II DEFINITIONS is deleted and replaced as follows:

"Complications of Pregnancy" means diseases or conditions the diagnoses of which are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, a spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy.

4. The **Proof of Loss** provision appearing in **SECTION V GENERAL PROVISIONS** is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss does not bar recovery under the Certificate if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

5. The Time of Payment of Claims provision appearing in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

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## **VERMONT AMENDATORY ENDORSEMENT – T210-AE VT**

- A. The references to "Usual and Customary" appearing in SECTION I COVERAGES are replaced by "Reasonable and Necessary".
- B. The reference to "Usual and Customary" appearing in the definition of "Coinsurance" in SECTION II DEFINITIONS is replaced by "Reasonable and Necessary".
- C. The definition of "Usual and Customary" appearing in SECTION II DEFINITIONS will now appear as the definition of "Reasonable and Necessary".
- D. The following exclusions appearing in SECTION IV GENERAL EXCLUSIONS are deleted and/or deleted and replaced as follows:
  - 4. deleted in its entirety (relating to mountaineering);
  - 16. deleted in its entirety (relating to device, weapon, material employing chemical, biological, radiological).
- E. The Time of Payment of Claims provision appearing in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:
  - Time of Payment of Claims: We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.
- F. The last sentence in the Physician Examination and Autopsy provision appearing in SECTION V GENERAL PROVISIONS is deleted and replaced as follows:

The Company may have an autopsy done (at the expense of the Company) unless the law or Your religion forbids it.

- G. The following is added as the last sentence in the Legal Actions provision appearing in SECTION V GENERAL PROVISIONS:
  - However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.
- H. SECTION V GENERAL PROVISIONS is amended to include the following provision at the end of that section:

Vermont law regarding civil unions: Vermont law requires that insurance policies and certificates offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with Vermont law regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Certificate designating Insured, Eligible Person, Family Member, You/and or Your and another other certificate definitions and provisions designating an Insured under this Certificate are amended, whenever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used to indicate parties to a civil union and their families under Vermont law.

# WYOMING AMENDATORY ENDORSEMENT - T210-AE-WY

- 1. In the definition of **Pre-Existing Condition** appearing in **SECTION II DEFINITIONS**, Item 1) is deleted and replaced as follows:
  - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;
- 2. In the **Pre-Existing Condition Exclusion** provision appearing in **SECTION IV GENERAL EXCLUSIONS**, Item 1) is deleted and replaced as follows:
  - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

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

Marc J. Adee Chairman and CEO James Kraus Secretary

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