## United States Fire Insurance Company

Administrative Office: 5 Christopher Way • Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

## TRAVEL PROTECTION INSURANCE POLICY

United States Fire Insurance Company, herein referred to as the Company, will pay You the insurance benefits described in this Policy. This Policy and attached Riders, if any, are issued in consideration of the statements in the enrollment form and the payment of the initial premium. This Policy is a legal contract between You and the Company.

### RENEWAL CONDITION

**Policy Term:** This Policy is a short-term trip Policy and is issued for the specific term shown on the attached Confirmation of Benefits. This Policy is not renewable.

This Policy describes all of the travel insurance benefits underwritten by the Company. Please refer to the accompanying Confirmation of Benefits for 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 the Company

Marc J. Adee Chairman and CEO

If You are not completely satisfied with the insurance, You must notify the Company within 10 days of purchase and return the certificate. The Company will give You a full refund of premium provided You have not already departed on the Covered Trip or filed a claim.

## SCHEDULE OF BENEFITS

- I. DEFINITIONS
- II. COVERAGES
- III. INSURING PROVISIONS
- IV. GENERAL LIMITATIONS AND EXCLUSIONS

#### CONFIRMATION OF BENEFITS

## Maximum Benefit Amount/Principal Sum

## Part A – Travel Arrangement Protection

Trip Cancellation Trip Cost	
Up to \$100,000	
Trip Interruption150% 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	

## **Optional Coverage**

### **SECTION I. DEFINITIONS**

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

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

"Confirmation of Benefits" means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

"Covered Trip" means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date.

"Domestic Partner" means a person who is responsible with the Named Insured for each other's welfare. A domestic partnership relationship may be demonstrated by any three of the following types of documentation 1) a joint mortgage or lease; 2) designation of the domestic partner as beneficiary for life insurance; 3) designation of the domestic partner as primary beneficiary in the Named Insured's will; 4) powers of attorney for property and/or health care; and 5) joint ownership of either a motor vehicle checking account or credit account..

"Family Member" means any of the following who resides in the United States, Canada, or Mexico: Your or Your Traveling Companion's: legal spouse (or common-law spouse where legal), legal guardian, 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, an employed caregiver who lives with You, or a person for whom You is the primary caregiver with whom You have lived for 12 continuous months prior to the effective date of Your Plan, whether or not they travel with You."

"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. 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.

"Injury" or "Injuries" means accidental bodily injuries: (a) received while insured under the Policy and any attached coverages: (b) resulting in loss independently of sickness and all other causes: and (c) not excluded from coverage.

"Insured" means the person(s) named on the enrollment form or Roster as the Principal Participant, participant's spouse or participant's child.

"Insured' means the individual named on the enrollment form who has purchased a Covered Trip and who has paid the required premium. Insured mean You and Yours."

"Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

"Legally Qualified Physician" means a healthcare practitioner practicing within the scope of his or her license. "Maximum Benefit Amount" means the maximum amount payable for coverage provided to an Insured as shown in the Confirmation of Benefits.

"Maximum Benefit Amount" means the maximum amount payable for coverage provided to an Insured as shown in the Confirmation of Benefits.

"Medical Treatment" means treatment advice or consultation by a Legally Qualified Physician.

"Medically Necessary" means a service or supply which: (a) is recommended by the attending Legally Qualified Physician: (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice: (c) could not have been omitted without adversely affecting Your condition or quality of medical care: (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience: and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

"Mental or Nervous Conditions means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to, neurosis, psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism."

"'Pre-existing Condition' means any injury, sickness or condition (including any condition from which death

ensues) of You or Traveling Companion, or Your and/or Traveling Companion's Family Member or Your Business Partner for which within the sixty (60) day period prior to the effective date of Your Effective Date under this Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician."

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

"Sickness" means an illness or disease that first manifests itself after the effective date of insurance and while you are covered on a trip.

"Third Party" means a person or entity other than You or the Company.

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

"Traveling Companion' means a person or persons with whom You have coordinated Travel Arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader."

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

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

## **SECTION II. COVERAGES**

#### COVFRAGE A

# 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

This Coverage A Benefit is provided only if shown as covered on the Confirmation of Benefits.

An Insured is eligible for benefits 24 hours a day, up to the Maximum Benefit Amount shown when You sustains an Injury during the Covered Trip which results in a Loss noted below within 180 days of the date of the Injury causing the Loss.

"Benefits will be paid as follows:

Type of Loss	Benefit Amount
Loss of life	Principle Sum
Loss of both feet	Principle Sum
Loss of both hands	Principle Sum
Loss of both eyes	Principle Sum
Loss of one hand and one	Principle Sum
foot	
Loss of one hand and one	Principle Sum
eye	•
Loss of one foot and one eye	Principle Sum
Loss of one hand	Half of the Principle
	Sum
Loss of one foot	Half of the Principle
	Sum
Loss of one eye	Half of the Principle
-	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. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same accident.

The Principal Sum is shown in the Confirmation of Benefits.

### **EXPOSURE AND DISAPPEARANCE**

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

If, while insured under this Coverage A, 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 A, 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.

### **COVERAGE B**

### ACCIDENT MEDICAL EXPENSE

This Coverage B Benefit is provided only if shown as covered on the Confirmation of Benefits.

For purposes of this benefit:

"Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

- 1. the services of a Legally Qualified Physician;
- Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
- transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of an accidental Injury that occurs during the Covered Trip. You must receive initial Medical Treatment for the Injury within 30 days after the date of the accident that caused the Injury. All services, supplies or treatment must be received within the 52 weeks following the date of the accident.

Benefits will include expenses for emergency dental treatment due to accidental Injury not to exceed \$250.00.

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. The authorized travel assistance company will coordinate advance payment to the Hospital.

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

### **COVERAGE C**

#### SICKNESS MEDICAL EXPENSE

This Coverage C is made a part of the policy to which it is attached. It is subject to all policy provisions of this Coverage C.

For purposes of this benefit:

"Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

- 1. the services of a Legally Qualified Physician;
- Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery of a Sickness;
- transportation furnished by a professional ambulance company to and/or from a Hospital; and
- 4. prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness that manifests itself during the Covered Trip. You must receive initial Medical Treatment

for the Sickness within 30 days of onset of the Sickness. All services, supplies or treatment must be received within the 52 weeks following the onset of the Sickness.

Benefits will include expenses for emergency dental treatment not to exceed \$250.00..

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, up to the Maximum Benefit Amount, because of a covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

#### SECTION III. INSURING PROVISIONS

Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

In the event the Scheduled Departure Date and/or the Schedule Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor You have control Your term of coverage shall be automatically adjusted accordance with the Travel Supplier's notice to the Company of the delay or change.

# SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

Benefits are not payable for Sickness, Injuries or losses of You or Your Traveling Companion:

- 1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
- 2. resulting from an act of declared or undeclared war:
- 3. while participating in maneuvers or training exercises of an armed service;

- 4. while riding, driving or participating in races, or speed or endurance contests:
- 5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 6. while participating as a member of a team in an organized sporting competition;
- 7. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
- received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician:
- 9. to which a contributory cause was Your commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 10. due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion:
- for dental treatment (except as coverage is otherwise specifically provided herein);
- which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits; or:
- 13. due to a Pre-existing Condition, as defined in this policy, except as waived in the Pre-existing Conditions Waiver provision.
- 14. due to a mental or nervous condition, unless hospitalized.

### WAIVER OF PRE-EXISTING CONDITIONS

If You purchase Your travel insurance coverage within 21 days from the time he initial Covered Trip deposit is paid and if You are medically able to travel when payment is made for the insurance, the Company will waive any limitation on a Pre-Existing Condition.

#### SECTION V. GENERAL PROVISIONS

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

Clerical Error: Clerical Error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void coverage if it is otherwise validly in force; nor will it continue coverage if it is otherwise validly terminated under the terms of this Policy.

Conformity with State Statutes: The provisions of this Policy must conform to the laws of the state in which it was issued. If they do not, they are hereby amended to conform.

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 the Company or designated representative and should include sufficient information to identify the Insured.

The Company shall, not later than the 15th day after receipt of such notice of a claim:

- a) acknowledge receipt of the claim;
- b) commence any investigation of the claim; and
- c) request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

If the acknowledgement of the claim is not made in writing, the Company shall make a record of the date, means, and content of the acknowledgement.

The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a Claimant of the need for

additional time to investigate a claim, the Company shall accept or reject the claim.

Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

"Business Day" means a day other than a Saturday, Sunday, or holiday recognized by Texas.

Claim Forms: When notice of claim is received by the Company or 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 sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Proof of Loss:** The Claimant must send the Company, or its designated representative, proof of loss within ninety-one (91) days after a covered loss occurs or as soon as reasonably possible.

Time of Payment of Claims: The Company or its designated representative will pay the claim immediately after receipt of due proof of loss.

Payment of Claims: Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You: and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

All or a portion of all other benefits provided by the Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Principal Insured.

Other than for loss of life, if any benefit is payable to: (a) You or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release: or (b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

If the Company notifies a claimant that the Company will pay a claim or part of a claim, the Company shall pay the claim not later than the fifth business day after the notice has been made. If the claimant conditions payment of the claim or part of the claim on the performance of an act, the Company shall pay the claim not later than the fifth business day after the date the act is performed.

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

**Legal Actions:** No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 3 years after the time required for giving 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 has been concealed or misrepresented.

Other Insurance with the Company: You may be covered under only one travel policy with the Company for each Covered 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 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, the Insured 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 this Covered Trip.

## **United States Fire Insurance Company**

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

## TRAVEL PROTECTION INSURANCE POLICY

Limited Benefit Short-Term Single Premium Policy

United States Fire Company, herein referred to as the Company, will pay You the insurance benefits described in this Policy. This Policy and attached Riders, if any, are issued in consideration of the statements in the enrollment form and the payment of the initial premium. This Policy is a legal contract between You and the Company.

Coverage will not end solely because a person becomes an elected official in Texas.

This Policy describes all of the travel insurance benefits underwritten by the Company. Please refer to the accompanying Confirmation of Benefits for 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 the Company

President

Marc J. Adee Chairman and CEO

If You are not completely satisfied with the insurance, You must notify the Company within 10 days of purchase and return the certificate. The Company will give You a full refund of premium provided You have not already departed on the Covered Trip or filed a claim.

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#### SECTION I. COVERAGES

## COVERAGE D TRIP CANCELLATION

This Coverage D Benefit is provided only if shown as covered on the Confirmation of Benefits.

Benefits will be paid up to the Maximum Benefit Amount purchased to cover You for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking his or her Covered Trip due to:

- a) death of You, Traveling Companion or Business Partner, or Family Member of Yours or Your Traveling Companion:
- a covered Sickness or Injury involving You, Traveling Companion or Business Partner, or Family Member of You or Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Covered Trip:
- You or Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which You or Traveling Companion is not a party (except law enforcement officers);
- You or Your Traveling Companion's principal place of residence being rendered uninhabitable by fire or flood or burglary of primary residence within 10 days of departure
- You or Traveling Companion being directly involved in a traffic accident, which must be

- substantiated by a police report, while en route to Your scheduled point of departure;
- Bankruptcy or Default of an airline or cruise line, or tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased their travel arrangements) which stops service more than 14 days following Your Effective Date. This benefit only applies if the policy has been purchased within 21 days of Your initial payment for the Covered Trip and for the full cost of the Covered Trip.;
- You or a Traveling Companion is in the Military and called to emergency duty for a national disaster other than war:
- Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years.
- Unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours:
- Strike that causes complete cessation of Your Covered Trip services for at least 48 consecutive
- Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
- Natural disaster at the site of Your destination. which renders their destination accommodations uninhabitable limited to the cost of the airfare of Your Covered Trip:
- m) Felonious Assault of You or Traveling Companion within 10 days of the Scheduled departure Date:
- n) A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident which is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary.
- Revocation of Your previously granted 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.
- p) Your family or friends living abroad with whom You were planning to stay, are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them.

Provided such circumstances occurred after Your Effective Date.

If You must reschedule the Covered Trip due to a covered reason they will be eligible for benefits up to a maximum of \$250 for the reissue fee charged by the airline for the Insured's tickets.

## 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.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

The maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased."

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:

- 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.

## COVERAGE E TRIP INTERRUPTION

This Coverage E Benefit is provided only if shown as covered on the Confirmation of Benefits.

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the Additional Transportation Cost paid to return home or rejoin the Covered Trip, when an Insured is prevented from completing his or her Covered Trip due to:

- a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Your Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing Your continued participation in the Trip;
- Unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
- Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;

- d) Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years.
- e) an Insured's or Traveling Companion's principal place of residence being rendered uninhabitable by unforeseen circumstances or fire or flood or burglary of primary residence during Your Covered Trip.
- f) Burglary of You or Your Traveling Companion's primary residence within 10 days of departure of the Trip:
- g) Felonious Assault of You or a Traveling Companion within 10 days of departure or during the Trip;
- Bankruptcy or Default of an airline or cruise line, or tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your Effective Date and after Your Covered Trip departure. Your Scheduled Departure Date must be no more than 15 months beyond Your Effective Date. 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 You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the policy has been purchased within 10 days of Your initial payment for the Covered Trip and for the full cost of the Covered Trip.
- i) Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that You should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date:
- j) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which You or Traveling Companion is not a party (except law enforcement officers);
- k) You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war.;
- ) Traffic accident, substantiated by a police report, directly involving either You or Traveling Companion while en route to a scheduled point of departure;

- m) If the Travel Supplier cancels Your Trip, You are eligible for the benefit amount shown in the Confirmation of Benefits for the reissue fee charged by the airline for each of the Insureds' tickets. You must have protected the entire cost of their Trips, including the airfare.
- n) Unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;"
- Strike that causes complete cessation of Your Covered Trip services for at least 48 consecutive hours:
- Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- Natural disaster at the site of Your destination, which renders their destination accommodations uninhabitable limited to the cost of the airfare of Your Covered Trip;
- r) Felonious Assault of You or Traveling Companion during the Covered Trip;
- s) A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident which is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary.
- t) Your family or friends living abroad with whom You were planning to stay, are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them.

Provided such circumstances occurred after Your Effective Date.

If You must reschedule the Covered Trip due to a covered reason they will be eligible for benefits up to a maximum of \$250 for the reissue fee charged by the airline for the Insured's tickets.

If a Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with the traveling companion up to \$150 per day.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and You must extend Your Covered Trip with additional hotel nights up to \$150 per day due to medically imposed restrictions, as certified by a Legally Qualified Physician.

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

The combined maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

#### 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 the lesser of a) the Maximum Benefit Amount shown in Your Schedule of Benefits; or b) 75% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments for unused non-refundable land or water 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.

# COVERAGE F BAGGAGE AND PERSONAL EFFECTS

This Coverage F Benefit is provided only if shown as covered on the Confirmation of Benefits.

For purposes of this benefit:

"Baggage and Personal Effects" means goods being used by You during a Covered Trip. The term Baggage and Personal Effects does not include:

- a) animals:
- b) automobiles and automobile equipment;
- c) boats or other vehicles or conveyances;
- d) trailers:
- e) motors:
- f) aircraft;
- g) bicycles, except when checked as baggage with a Common Carrier;
- h) household effects and furnishings;
- i) antiques and collectors items;
- j) sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
- k) prosthetic limbs:
- prescribed medications;
- m) keys, money, credit cards (except as coverage is
- n) otherwise specifically provided herein), securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein):
- professional or occupational equipment or property, whether or not electronic business equipment; or
- p) telephones, computer hardware or software;

For Baggage and Personal Effects: Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to baggage and personal effects; (b) subject to all Exclusions and Limitations in the policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) \$300 per article.

A combined maximum of \$500 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

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 of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

For Baggage Delay: If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically schedule under any other insurance.

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## COVERAGE G TRIP DFI AY

This Coverage G Benefit is provided only if shown as covered on the Confirmation of Benefits.

If You are delayed for 12 hours under the Trip Plan 24 hours under the Air Plan or more hours while in route to or from a Covered 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 Traveling Companion are not directly involved (must be substantiated by a police report);
- lost or stolen passports, travel documents or money (must be substantiated by a police report);
- guarantine, hijacking, strike, natural disaster, terrorism or riot
- documented weather condition preventing the Insured from getting to the point of departure;

benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

- the Additional Transportation Cost from the point where You were delayed to a destination where You can join the Covered Trip:
- the Additional Transportation Cost to return You to Your originally scheduled return destination;
- for which he or she has proof of purchase and which were not paid for or provided by any other source: and
- the non-refundable, unused portion of the prepaid expenses for the Covered Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source.

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

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## **COVERAGE H** EMERGENCY MEDICAL EVACUATION AND RETURN OF REMAINS

This Coverage H Benefit is provided only if shown as covered on the Confirmation of Benefits.

If You are in the Hospital for more than seven consecutive days and Your dependent children who are under 18 years of age and accompanying the Insured on the Covered Trip, are left unattended, Economy

Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the travel assistance company).

If You are traveling alone and is in the Hospital for more than seven consecutive days and Emergency Evacuation is not imminent, upon Your request or next of kin if You are incapacitated, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside."

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

1. For 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 reasonable accommodation and meal expenses up to \$150 per cotay/nieure/ssahiighincis/rracultry You 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 in the Hospital for more than seven consecutive days following a covered Emergency Medical Evacuation, the Company will pay to return by Economy Transportation, Your dependent children who are under 18 years of age and accompanying You on the Covered Trip, to their home, with an attendant, if considered necessary by the travel assistance company.

> If You are in a Hospital alone for more than 7 consecutive days and Emergency Evacuation is imminent, upon request of the Insured or next of kin if Insured is incapacitated, the Company will pay to transport one person, chosen by the Insured, by Economy Transportation, for a single visit to and from Your bedside.

2. For Medical Repatriation:

- a) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to his or her permanent residence via:
  - ) one-way Economy Transportation; or
  - ii) commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

- If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is 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.
- For Return of Remains: In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to his or her place of residence or to the place of burial.

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

If benefits are payable under this Coverage K and You have other insurance that may provide benefits for this same loss, the Company reserves 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:
- 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.

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

# COVERAGE I 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.

## COVERAGE J CHANGE FEE

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

# COVERAGE K 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.

#### SECTION II. DEFINITIONS

"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. "Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq. "Business Partner" means an individual who (a) is involved in a legal general partnership with You and or (b) is actively involved in the day to day management of Your business. "Common Carrier" means any land, sea, and/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.

"Confirmation of Benefits" means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

"Covered Trip" means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date.

"Default" means the inability to provide contracted services due to a material financial failure.

"Domestic Partner" means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of continuous cohabitation throughout the 180 day period prior to Your Effective Date of the Plan; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

"'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 the Covered Trip, reduced by the value of an unused return travel ticket.

Family Member" means any of the following who resides in the United States, Canada, or Mexico: Your or Your Traveling Companion's: legal spouse (or common-law spouse where legal), legal guardian, 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, an employed caregiver who lives with You, or a person for whom You is the primary caregiver with whom You have lived for 12 continuous months prior to the effective date of Your Plan, whether or not they travel with You."

"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. 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 accidental bodily injuries: (a) received while insured under the Policy and any attached coverages: (b) resulting in loss independently of sickness and all other causes: and (c) not excluded from coverage. "Insured' means the individual named on the enrollment

form who has purchased a Covered Trip and who has paid the required premium. Insured mean You and Yours

"Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

"Legally Qualified Physician" means a physician or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member: (b) practicing within the scope of Your 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 an Insured as shown in the Confirmation of Benefits.

"Medical Treatment" means treatment advice or consultation by a Legally Qualified Physician.

"Medically Necessary" means a service or supply which: (a) is recommended by the attending Legally Qualified Physician: (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice: (c) could not have been omitted without adversely affecting Your condition or quality of medical care: (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience: and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

"Mental or Nervous Conditions means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to, neurosis, psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism."

"'Pre-existing Condition" means any injury, sickness or condition (including any condition from which death

ensues) of You or Traveling Companion, or Your and/or Traveling Companion's Family Member or Your Business Partner for which within the sixty (60) day period prior to the effective date of Your Effective Date under this Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician."

"Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Covered 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.

"Sickness" means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while You are covered under the Policy.

"Strike" means any 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 incident deemed a terrorist act by the United States Government that causes property damage and loss of life."

"Third Party" means a person or entity other than You or the Company.

"Transportation Expense" means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary): and (b) Medically Necessary services or supplies.

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

"Traveling Companion' means a person or persons with whom You have coordinated Travel Arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader."

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

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

**Policy Term:** This Policy is a short-term trip Policy and is issued for the specific term shown on the attached Confirmation of Benefits. This Policy is not renewable.

For Trip Cancellation: Coverage begins on the Effective Date and time specified in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.

**For Trip Delay**: Coverage is in force while en route to and from the Covered Trip.

For all other coverages: Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

# SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

Benefits are not payable for Sickness, Injuries or losses of You or Your Traveling Companion:

- 1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
- 2. resulting from an act of declared or undeclared war;
- 3. while participating in maneuvers or training exercises of an armed service:
- 4. while riding, driving or participating in races, or speed or endurance contests;
- while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 6. while participating as a member of a team in an organized sporting competition;
- 8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 9. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or

- under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
- to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion:
- 12. for dental treatment (except as coverage is otherwise specifically provided herein);
- 13.which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits: or;
- 14. due to a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased within 21 days from the time the initial Covered Trip deposit is paid and if You are medically able to travel when payment is made for the insurance and has not filed a claim for Trip Cancellation due to a pre-existing condition within 180 days of the Effective Date.
- 15. due to a mental or nervous condition, unless hospitalized.
- 16. This policy does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the

specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

# Additional Limitations and Exclusions Specific to Baggage and Personal Effects

Benefits are not payable for any loss caused by or resulting from:

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions; or
- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

### SECTION V. GENERAL PROVISIONS

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

Clerical Error: Clerical Error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void coverage if it is otherwise validly in force; nor will it continue coverage if it is otherwise validly terminated under the terms of this Policy.

**Conformity with State Statutes:** The provisions of this Policy must conform to the laws of the state in which it was issued. If they do not, they are hereby amended to conform.

**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 the Company or designated representative and should include sufficient information to identify the Insured.

The Company shall, not later than the 15th day after receipt of such notice of a claim:

- d) acknowledge receipt of the claim;
- e) commence any investigation of the claim; and
- f) request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

If the acknowledgement of the claim is not made in writing, the Company shall make a record of the date, means, and content of the acknowledgement.

The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a Claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim.

Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

"Business Day" means a day other than a Saturday, Sunday, or holiday recognized by Texas.

The provision entitled "Payment of Claim" is amended by the addition of the following paragraph:

If the Company notifies a claimant that the Company will pay a claim or part of a claim, the Company shall pay the claim not later than the fifth business day after the notice has been made. If the claimant conditions payment of the claim or part of the claim on the performance of an act, the Company shall pay the claim not later than the fifth business day after the date the act is performed.

Claim Forms: When notice of claim is received by the Company or 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 sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Proof of Loss**: The Claimant must send the Company, or its designated representative, proof of loss within ninety-one (91) days after a covered loss occurs or as soon as reasonably possible.

**Time of Payment of Claims**: The Company or its designated representative, will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You: and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- f) the Principal Insured's spouse;
- g) the Principal Insured's child or children jointly;
- Your parents jointly if both are living or the surviving parent if only one survives;
- i) Your brothers and sisters jointly; or
- the Principal Insured's estate.

All or a portion of all other benefits provided by the Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Principal Insured.

Other than for loss of life, if any benefit is payable to: (a) You or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release: or (b) the Principal Insured's estate: the Company may pay up to

\$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

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

Legal Actions: No legal action for a claim can be brought against us until 60 days after the Company receives proof of loss. No legal action for a claim can be brought against us 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.

**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 policy with the Company for each Covered 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 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, the Insured 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.

Additional Claims Provisions Specific to Baggage

Insured's Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

- a) take all reasonable steps to protect, save or recover the property:
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss:
- c) produce records needed to verify the claim and its amount ,and permit copies to be made:
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and
- e) be examined, if requested.

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 this Covered 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 US) 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



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