Declarations Page: Individual Travel Insurance

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT-4225678

National Geographic Expeditions Plan

Item: 1. Insured: Refer to Confirmation of Coverage
Mailing Address: Refer to Confirmation of Coverage

Item: 2. Additional Travelers Covered or Family Members: Refer to Confirmation of Coverage

Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage
All Other Benefits: Refer to Confirmation of Coverage

Item: 4. Trip Departure Date: Refer to Confirmation of Coverage

Item: 5. Trip Return Date: Refer to Confirmation of Coverage

Item: 6. Trip Cost: Refer to Confirmation of Coverage

Item: 7. Premium Information: Refer to Confirmation of Coverage

Signed for by Zurich American Insurance Company:

Kristof Terryn
President
Zurich American Insurance Company

September 1, 2022
Date

Individual Travel Insurance Policy
National Geographic Expeditions Plan

ZURICH AMERICAN INSURANCE COMPANY
1299 Zurich Way
Schaumburg, Illinois 60196

In return for the payment of premium, **We** agree to pay the benefits of this **Policy** to the **Insured** for **Covered Loss** subject to the terms and conditions of this **Policy**.

This **Policy** is governed by the laws of the state in which it is delivered. Coverage may not be available in all states.

THIS INSURANCE PROVIDES SHORT-TERM TRAVEL RELATED INSURANCE AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE **SCHEDULE** FOR WHICH A PREMIUM WAS PAID.

THIS **POLICY** CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS **POLICY** AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

IN WITNESS WHEREOF, **We** have executed and attested these presents and, where required by law, have caused this document to be countersigned by **Our** duly authorized representatives.

President

Corporate Secretary

PLEASE READ THIS DOCUMENT CAREFULLY

TABLE OF CONTENTS

SECTION I	SCHEDULE OF BENEFITS
SECTION II	EFFECTIVE AND TERMINATION DATES OF INSURANCE
SECTION III	BENEFITS
SECTION IV	GENERAL DEFINITIONS
SECTION V	GENERAL EXCLUSIONS
SECTION VI	GENERAL LIMITATIONS
SECTION VII	HOW TO FILE A CLAIM
SECTION VIII	PAYMENT OF CLAIMS
SECTION IX	GENERAL POLICY CONDITIONS

SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule** or in a Rider attaching to this **Policy**.

Benefits	**Maximum Covered Amount / Deductible**
A. Travel Inconvenience Plan	
1. Pre-Departure Trip Cancellation Benefit	Up to 100% of **Trip Cost** to a maximum of $120,000
2. Post-Departure Trip Interruption Benefit	Up to 150% of **Trip Cost** to a maximum of $180,000
3. Travel Delay Benefit	$2,000 (subject to $250 per day)
4. Baggage and Personal Effects Benefit* Per Item Limit **Deductible** * Items subject to Special Limitations	$2,000 $2,000 per item $0 per **Covered Trip**
5. Baggage Delay Benefit Per Day Limit	$100 $100
Forms Schedule	
U-TIIV-203-A NY U-TIIV-217-A NY U-TICN-222-A NY U-TICN-229-A CW U-TICN-520-A CW U-TICN-533-A CW U-TICN-535-A CW U-TICN-536-A CW U-TICN-543-A CW U-TICN-602-A NY U-TICN-609-A CW U-TICN-613-A CW U-TICN-616-A NY U-TICN-617-A CW U-TICN-620-A CW U-TICN-621-A CW U-TICN-623-A CW U-TICN-625-A CW U-TICN-630-A CW U-TICN-634-A CW	

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

A. EFFECTIVE DATE: No coverage for an **Insured** under this **Policy** is in effect until the day after **We**, or the **Administrator** receive **Application** and premium is paid.

B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS and in the Riders attaching to this **Policy**.

C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:

1. the completion date of the **Covered Trip**;
2. the **Scheduled Date of Return**;
3. the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
4. cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

D. EXTENSION OF COVERAGE: All coverage under this **Policy** will be extended if:

1. the **Insured's** entire **Covered Trip** is covered by this **Policy**; and
2. the **Insured's** return is delayed by unavoidable circumstances beyond his/her control.

This extension of coverage will terminate the earlier of:

a. the date the **Insured** reaches his/her originally scheduled return **Destination**; or

b. seven days after the **Scheduled Date of Return**.

SECTION III – BENEFITS

Applicable To All Benefits:

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule** or in a Rider attaching to this **Policy**.

A. TRAVEL INCONVENIENCE PLAN

1. PRE-DEPARTURE TRIP CANCELLATION BENEFIT

The **Insured's** coverage under the Pre-Departure Trip Cancellation Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

We will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, if the **Insured** is prevented from taking his/her **Covered Trip** due to the **Insured's**, or the **Insured's Family Member's**, **Traveling Companion's**, or **Business Partner's Sickness**, **Covered Injury**, or death; for the amount of **Payments and Deposits** that the **Insured** paid for his/her **Covered Trip** (reimbursement of **Payments and Deposits** is

limited to the published cancellation penalties that the **Insured** was subject to at the time of the cancellation of a **Covered Trip**); up to the corresponding Maximum Covered Amount shown in the **Schedule**.

If the **Insured** is prevented from taking his/her **Covered Trip** due to one of the **Other Covered Events**, **We** will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, for the amount of **Payments and Deposits** that the **Insured** paid for his/her **Covered Trip**, less any refund paid or payable, up to the corresponding Maximum Covered Amount shown in the **Schedule**.

We will reimburse the **Insured** this Pre-Departure Trip Cancellation Benefit, only if the **Sickness**, **Covered Injury**, death, or **Other Covered Event** occurs before departure of the **Insured's Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination and treatment by a **Physician**, in person, at the time of the cancellation of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to prevent the **Insured** from taking his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member** or **Business Partner**, be life threatening, or so severe as to require the **Insured's** care.

If the **Insured** fails to notify the appropriate **Travel Supplier(s)** of his/her cancellation within 72 hours of becoming aware of the need to cancel, **We** will pay only the cancellation penalties that the **Insured** was subject to 72 hours after becoming aware of the need to cancel. If the **Insured** is medically unable to notify the appropriate **Travel Supplier** within 72 hours, he/she must notify them as soon as medically possible.

2. **POST-DEPARTURE TRIP INTERRUPTION BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post-Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount shown in the **Schedule**, if:

a. the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured**'s, or the **Insured**'s **Family Member's**, **Traveling Companion's**, or **Business Partner's Sickness**, **Covered Injury**, or death; or

b. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured's Family Member**, **Traveling Companion**, or **Business Partner**.

We will reimburse a Post-Departure Trip Interruption Benefit, due to one of the **Other Covered Events**, up to the corresponding Maximum Covered Amount shown in the **Schedule**, if: (i) the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure**; or (ii) the **Insured** is unable to continue on his/her **Covered Trip** to return **Home** after the he/she has departed on his/her **Covered Trip**.

We will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness**, **Covered Injury**, death, or **Other Covered Event** commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination and treatment by a **Physician**, in person, at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member** or **Business Partner**, be life threatening, or so severe as to require the **Insured's** care.

We will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, less any refund paid or payable, for unused travel arrangements if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for

the **Insured's Covered Trip**, the unused portion of the amount of **Payments and Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

(1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or

(2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare or the equivalent class of the **Insured's** original tickets by the most direct route less any refund paid or payable for the **Insured's** unused original tickets.

3. **TRAVEL DELAY BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Travel Delay Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured's Covered Trip** is delayed for six consecutive hours or more, **We** will reimburse the **Insured** a Travel Delay Benefit, for reasonable additional expenses incurred by the **Insured** for lodging arrangements, meals, telephone calls and local transportation while the **Insured** is delayed, up to the corresponding Maximum Covered Amount shown in the **Schedule**. **We** will not reimburse benefits for expenses incurred after travel becomes possible to continue on the **Insured's Covered Trip**.

In order for benefits to be reimbursable, any Travel Delay must be caused by or result from:

a. **Common Carrier** delay;

b. loss or theft of the **Insured's** passport(s), travel documents or money;

c. **Quarantine**;

d. hijacking;

e. **Natural Disaster**;

f. **Adverse Weather Conditions**;

g. a documented traffic accident while the **Insured** is en route to his/her departure;

h. unannounced **Strike**;

i. a civil disorder; or

j. road closures by government authorities.

4. **BAGGAGE AND PERSONAL EFFECTS BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage and Personal Effects Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse the **Insured** for a Baggage and Personal Effects Benefit, in excess of the **Deductible** shown in the **Schedule**, less any amount paid or payable from any **Other Valid and Collectible Insurance**

or indemnity, for direct loss, theft, damage or destruction of his/her **Baggage** during the **Insured's Covered Trip**, up to the corresponding Maximum Covered Amount shown in the **Schedule**. **We** will reimburse the **Insured** the cost to reissue his/her passports or visas if they are lost, stolen, damaged or destroyed during the **Insured's Covered Trip**. **We** will also pay for loss due to unauthorized use of the **Insured's** credit cards that are not forgiven or otherwise waived by the applicable credit card companies, if the **Insured** has complied with all of the credit card conditions imposed by the credit card companies. The maximum amount **We** will reimburse for any one item is limited to the Per Item Limit shown in the **Schedule**.

Valuation and Payment of Loss
Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value** or replacement cost basis, whichever is less. At **Our** option, **We** may elect to repair or replace the **Insured's Baggage**.

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, solely at **Our** discretion: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.

Items Subject to Special Limitations
We will not pay more than $2,000 (or the Baggage and Personal Effects Benefit limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. For purposes of this Special Limitation of this Benefit, the loss of such items will be considered one total combined loss and not separate losses for each separate item such that a single Special Limitation Maximum Covered Amount will apply to the total loss of such items.

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

The **Insured's** Duties in the Event of a Loss
In case of loss, theft or damage to **Baggage** and **Personal Effects**, the **Insured** must: (i) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police, or other local authorities and obtain their written report of his/her loss; and (ii) take reasonable steps to protect his/her **Baggage** from further damage, and make necessary, reasonable and temporary repairs. **We** will reimburse the **Insured** for these expenses. **We** will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

5. **BAGGAGE DELAY BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage Delay Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured's Baggage** is delayed or misdirected for 12 hours or more, **We** will reimburse the **Insured** a Baggage Delay Benefit, for: (i) the cost of reasonable additional clothing and personal articles purchased or rented by the **Insured** during the **Covered Trip**, and (ii) the expenses incurred during the **Insured's Covered Trip** to expedite the return of the **Insured's** delayed or misdirected **Baggage**; up to the corresponding Maximum Covered Amount shown in the **Schedule**. Coverage for Baggage Delay Benefits terminates upon the **Insured's** arrival at the return **Destination** of his/her **Covered Trip**. The maximum amount **We** will pay for each 24 hour period is limited to the Per Day Limit shown in the **Schedule**.

TRAVEL INCONVENIENCE PLAN - OTHER PROVISIONS
For purposes of this entire section A. Travel Inconvenience Plan only, the following additional conditions apply:

Excess Coverage
Our obligation to pay the **Insured** under this Travel Inconvenience Plan will be excess of **any Other Valid and Collectible Insurance**, indemnity or recoverable that the **Insured** has with respect to the expenses covered under this Travel Inconvenience Plan.

SECTION IV – GENERAL DEFINITIONS

Bold terms within this **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

Accident or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

Accommodation means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are secured.

Actual Cash Value means the lesser of an item's original purchase price less depreciation or the replacement cost of such item.

Administrator means USI Affinity, Inc.

Adverse Weather Conditions means any severe weather condition which prevents the **Insured** from reaching his/her **Destination** or delays the scheduled arrival and/or departure of a **Common Carrier**.

Application means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

Assistance Provider means Zurich Travel Assist or the travel assistance provider approved or designated by **Us**.

Baggage means luggage, personal possessions, and travel documents taken by the **Insured** on the **Covered Trip**.

Bankruptcy means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under the United States Bankruptcy Code.

Business Partner means a person who: (i) is involved with the **Insured** or the **Insured's Traveling Companion** in a business relationship, and (ii) is actively involved in the daily operation of the **Insured's** or the **Insured's Traveling Companion's** business.

Common Carrier means any regularly scheduled land, water, or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased, or privately owned motor vehicles.

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. **Complications of Pregnancy** do 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 results in a **Covered Loss**.

Covered Injury means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

Covered Loss means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

Covered Trip means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure**. Coverage for an **Insured** shall not exceed 180 travel days per year.

Cruise means any prepaid cruise ship arrangements made by the **Insured**.

Deductible means the amount for which an **Insured** is responsible, and such amount will be deducted from any payment made by **Us** for a **Covered Loss**. The **Deductible** is applied for each **Insured** and for each **Covered Trip**.

Destination means any place where the **Insured** expects to travel to on his/her **Covered Trip**.

Domestic Partner means a person who qualifies as a domestic partner under the law of the state of residence.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC).

Family Member means the **Insured's** or the **Insured's Traveling Companion's Spouse**, child, **Spouse's** child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, foster child, or ward.

Financial Insolvency means total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Home means the **Insured's Primary Residence**.

Hospital means an institution that:

a. operates pursuant to applicable local laws and regulations governing such facilities;

b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;

c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and

d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

Hospital does not mean any institution or part thereof that is used primarily as:

(1) a nursing home, convalescent home, or skilled nursing facility;

(2) a place of rest, custodial care, or for the aged;

(3) a clinic; or

(4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

(i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and

(ii) listed in the American Hospital Association Guide as a general hospital.

Hospitalized or **Hospitalization** means admitted to a **Hospital**.

Inaccessible means an **Insured** cannot reach his/her **Destination** by any mode of transportation.

Injured, **Injury** or **Injuries** means a bodily injury or injuries.

Insured means any person who has arranged to take a **Covered Trip**, who has completed the **Application**, and who has paid the required premium.

Natural Disaster means flood, hurricane, tornado, earthquake, volcano, wildfires, inclement weather or blizzard that renders the **Insured's Common Carrier** unable to provide a travel service due to a shutdown of all local airports for a duration of greater than 36 hours.

Normal Pregnancy means a pregnancy that is not considered a **Complication of Pregnancy**.

Other Covered Event means an unforeseeable event or its consequences that:

(i) is outside of the **Insured's** control and outside of the control of the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion**;

(ii) prevents the **Insured** or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** from traveling on or continuing his/her **Covered Trip**; and

(iii) occurs while coverage is in effect under this **Policy**,

and includes only the following unforeseeable events or their consequences that occur to the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion**:

a. **Common Carrier** delay resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; or organized labor **Strikes** that affect public transportation; subject to the following conditions:

(1) the scheduled carrier connecting times must meet airline legal minimum connect times;

(2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

(3) the **Common Carrier** delay must prevent the **Insured** from reaching his/her **Destination** for at least 48 consecutive hours;

b. arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; or organized labor **Strikes** that affect public transportation; subject to the following conditions:

(1) the scheduled carrier connecting times must meet airline legal minimum connect times;

(2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

(3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 48 consecutive hours;

c. arrangements canceled by an airline, cruise line, rental car company, hotel, condominium, or motor coach company resulting from **Financial Insolvency** provided that the **Financial Insolvency** occurs more than 14 days following the **Insured's** effective date for Pre-Departure Trip Cancellation Benefit;

d. being directly involved in a documented traffic accident while en route to the **Insured's** departure;

e. being hijacked, or **Quarantined** (except as the result of an **Epidemic** or a **Pandemic**);

f. being required to serve on a jury or required by a court order to appear as a witness in a legal action, provided the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** is not: (i) a plaintiff or defendant in the legal action, or (ii) appearing as a law enforcement officer or attorney;

g. the **Insured's Home** is made **Uninhabitable** due to fire, flood, volcano, earthquake, hurricane or natural disaster;

h. being called into military or law enforcement duty in aid/relief efforts in the event of a natural disaster;

i. documented theft of passports or visas;

j. a **Family Member** who was to provide **Accommodations** for the **Insured** during a **Covered Trip** can no longer do so due to the hosting **Family Member's** life-threatening **Sickness**, **Covered Injury**, or death; and

k. the **Insured** is permanently transferred by their employer to a location of 250 miles or more from current place of permanent residence.

Other Valid and Collectible Insurance means any policy or contract that provides coverage for medical, dental, evacuation, repatriation baggage and personal effects, and rental car damage benefits for **Covered Injury**, **Sickness**, loss, theft or damage the **Insured** incurs while on his/her **Covered Trip**.

Pandemic means an **Epidemic** over a wide geographic area that affects a large portion of the population.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

Payments and Deposits mean the prepaid non-refundable amounts actually paid for the **Insured's Covered Trip** that may be done by cash, check, credit card, prepaid vouchers or similar form of payment. The amount includes incurred change fees and administrative fees. **Payments and Deposits** or portions of **Payments and Deposits** satisfied by non-paid vouchers, non-paid certificates or discounts are not considered **Payments and Deposits** under this **Policy**. Payments for cultural, religious, wedding event planning or services are not **Payments and Deposits**.

Personal Effects means items such as clothing and toiletry items that are included in the **Insured's Baggage** and are required for the **Insured's Covered Trip**.

Physician means a person who is:

a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;

b. licensed to practice in the jurisdiction where care is being given;

c. practicing within the scope of that license referenced in b. above; and

d. not related to the **Insured** by blood, marriage, or adoption.

Policy means this Individual Travel Insurance Policy, the Declarations, and any Rider, endorsement, or amendment attached thereto.

Pre-Existing Condition means a sickness, disease, or other condition during the 90 day period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or

b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that 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 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

Primary Residence means an **Insured's** fixed, permanent and main home for legal and tax purposes.

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

Schedule means the schedule in SECTION I – SCHEDULE OF BENEFITS.

Scheduled Date of Departure means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Scheduled Date of Return means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

Scheduled Trip Departure City means the city from which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Sickness or **Sick** means a sickness, illness or disease that impairs the normal functions of the body and that requires examination and treatment by a **Physician**.

Spouse means the **Insured's** legally married spouse.

Strike means a stoppage of work that: (i) is an unannounced labor disagreement, (ii) interferes with the normal departure and arrival of a **Common Carrier**, and (iii) the **Insured's** Pre-Departure Trip Cancellation Benefit coverage must be effective prior to when the strike is foreseeable. A **Strike** is foreseeable on the date labor union members vote to approve a **Strike**.

Travel Supplier means the tour operator, hotel, rental company, cruise line, airline that provides prepaid travel arrangements for the **Insured's Covered Trip**.

Traveling Companion means a person accompanying the **Insured** on the **Covered Trip** whose name is included with the **Insured** on the same itinerary for the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

Trip Cost means the dollar amount of **Covered Trip Payments and Deposits** paid by the **Insured** prior the **Schedule Date of Departure** and shown in the Declarations, that is subject to cancellation penalties or restrictions. **Trip Cost** also includes the cost of any subsequent arrangement added to the **Insured's Covered Trip**.

Uninhabitable means not suitable for human occupancy in accordance with local public health or safety guidelines.

Usual and Customary means the common charge made by other health care providers in the same locality for the treatment furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **We** or **Our Assistance Provider** will determine the amount based upon:

a. the complexity involved;

b. the degree of professional skill required; and

c. any other pertinent factor.

We or **Our Assistance Provider** will make the final determination of what is **Usual and Customary** based on all the circumstances.

We, **Us**, and **Our** means Zurich American Insurance Company.

SECTION V – GENERAL EXCLUSIONS

1. Notwithstanding any other term, condition or provision under this **Policy**, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

2. **We** will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member**, **Traveling Companion**, or **Business Partner** booked to travel with the **Insured** for the following:

   a. suicide, attempted suicide, or intentionally self-inflicted injury;

   b. mental, nervous, or psychological disorders;

   c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;

   d. **Normal Pregnancy**, resulting childbirth, and elective abortion. This exclusion does not apply to Pre-Departure Trip Cancellation Benefit;

   e. participation as a professional in athletics while on a **Covered Trip**;

   f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;

   g. riding or driving in any motor competition;

   h. off-road driving, whether as a driver or as a passenger;

   i. declared or undeclared war, or any act of war;

   j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;

   k. service in the armed forces of any country;

   l. nuclear reaction, radiation or radioactive contamination;

   m. operating or learning to operate any aircraft, as pilot or crew;

n. mountain climbing, bungee jumping, snow skiing, snow skiing outside marked trails, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device other than on a regularly scheduled airline or air charter company, extreme sports, snowboarding, snowboarding outside marked trails, heli-skiing, heli-snowboarding, heli-snowmobiling, backcountry skiing, backcountry snowboarding, or backcountry snowmobiling;

o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes;

p. scuba diving if the depth of the water exceeds 75 feet;

q. the **Insured's** commission of or attempt to commit a felony;

r. elective medical or holistic treatment or procedures;

s. failure of any tour operator, **Common Carrier**, other travel supplier, person or agency to provide the bargained-for travel arrangements/services;

t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;

u. **Epidemic** or **Pandemic**;

v. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this **Policy**; or

w. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

3. **We** will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;

b. a loss or damage caused by detention, confiscation or destruction by customs;

c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment;

d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, **or Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, **or Financial Insolvenc**y for which a petition for bankruptcy was filed by a travel supplier, before the effective date for Pre-Departure Trip Cancellation Benefit. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services; or

e. **Bankruptcy**, **Financial Insolvency**, default or failure to supply services by a travel supplier.

4. The following additional exclusion applies to the Pre-Departure Trip Cancellation Benefit, Post-Departure Trip Interruption Benefit, and Travel Delay Benefit:

a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom.

5. The following additional exclusion applies to the Pre-Departure Trip Cancellation Benefit and Post-Departure Trip Interruption Benefit:

   a. except as provided in any Rider or endorsement attached to this **Policy**, **We** will not pay for any loss under this **Policy**, caused by, or resulting from being unable to assume the scheduled tenancy in a booked **Accommodation** due to the **Accommodation** being made **Uninhabitable** or **Inaccessible**.

6. The following additional exclusions apply to the Baggage and Personal Effects Benefit:

   a. **We** will not pay for damage to or loss of the following items:

      (1) animals;

      (2) property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles; jewelry; or if the loss results from the use thereof, sporting equipment;

      (3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances;

      (4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;

      (5) documents or tickets, except for administrative fees required to reissue tickets up to $250 per ticket;

      (6) money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards, except as otherwise specifically included elsewhere in this **Policy**;

      (7) property shipped as freight or shipped prior to the **Scheduled Date of Departure**; or

      (8) contraband.

   b. **We** will not pay for loss to **Baggage** and **Personal Effects** arising from:

      (1) defective materials or craftsmanship;

      (2) normal wear and tear, gradual deterioration, inherent vice;

      (3) rodents, animals, insects or vermin;

      (4) electrical current, including electric arcing that damages or destroys electrical devices or appliances;

      (5) mysterious disappearance; or

      (6) confiscation by airport personnel.

SECTION VI – GENERAL LIMITATIONS

LIMITATION ON MULTIPLE COVERED POLICIES: If an **Insured** can recover benefits under more than one travel policy written by **Us**, **We** will pay under only one policy, this **Policy** that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

SECTION VII - HOW TO FILE A CLAIM

A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this Policy Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-833-515-3319 toll-free with US and Canada, or 1-416-479-8008 worldwide collect. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Claims Department
Zurich American Insurance Company,
P.O. Box 968041, Schaumburg, IL. 60196
Telephone: 1-833-515-3319 toll-free with US and Canada
1-416-479-8008 worldwide collect
Email: claims@zurichna.com

B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.

C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.

D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits and in the Riders attaching to this **Policy**.

SECTION VIII - PAYMENT OF CLAIMS

A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

B. WHO **WE** WILL PAY:

1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.

2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured** first listed on the Declarations.

3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is

located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to the **Insured** on behalf of the **Foreign National**.

It will then be the responsibility of the **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to the **Insured** will release **Us** from any further liability to the **Foreign National**. If the **Insured** does not remit the payment to the **Foreign National**, the **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Insured** will not be considered the beneficiary under this **Policy** if payment is made to the **Insured** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

SECTION IX - GENERAL POLICY CONDITIONS

A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.

B. CHANGE OR WAIVER: A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.

C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.

D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.

E. ENTIRE CONTRACT: This Individual Travel Insurance Policy, the Declarations, and any Rider, endorsement, or amendment attached thereto, represent the entire insurance contract.

F. SUIT AGAINST **US**: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

G. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.

H. ARBITRATION: Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.

I. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.

J. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.

K. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.

L. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

Amend Definition of Covered Trip Endorsement – New York (Pleasure)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy

Amend Definition of Covered Trip (Pleasure)

The definition of **Covered Trip** in SECTION IV – GENERAL DEFINITIONS is deleted in its entirety and replaced with the following:

Covered Trip means:

a. a period of round-trip travel away from **Home** to a **Destination** outside the **Insured's** city of residence; the purpose of the trip is pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an **Insured** applies for or enrolls in coverage; and the trip does not exceed the number of days shown in the Declarations, or

b. a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); the purpose of the trip is pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when coverage is elected; and the trip does not exceed the number of days shown in the Declarations.

All other terms, conditions, provisions and exclusions remain the same.

Cancel For Any Fortuitous Reason Benefit Rider

THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This rider modifies insurance provided under the:

Individual Travel Insurance Policy

National Geographic Expeditions Plan Optional Upgrade

It is agreed that:

I. The following item is added to the Travel Inconvenience Plan in SECTION I - SCHEDULE OF BENEFITS:

Benefits	**Maximum Covered Amount per Insured / Deductible per Insured**
Cancel for Any Fortuitous Reason Benefit	Up to 75% of **Trip Cost** to a maximum of $90,000

II. The following item is added to SECTION III – BENEFITS:

CANCEL FOR ANY FORTUITOUS REASON BENEFIT

The **Insured's** coverage under the Cancel for Any Fortuitous Reason Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

If the **Insured** cancels his/her **Covered Trip** for a **Fortuitous Reason** not otherwise covered by this **Policy**, **We** will reimburse the **Insured** a Cancel For Any Fortuitous Reason Benefit, for the **Payments and Deposits** the **Insured** paid for his/her **Covered Trip**, up to the Maximum Covered Amount of 100% of **Trip Cost** to a maximum of $90,000, provided:

a. the **Insured's** premium for the coverage is received within 30 days of the date the **Insured's** initial **Payments and Deposits** for his/her **Covered Trip**;

b. the **Insured** is not disabled from travel at the time the **Insured** pays his/her premium;

c. the **Insured** insures 90% of all prepaid **Trip Costs** that are subject to cancellation penalties or restrictions; and also insures within 21 days of the payment for those arrangements the cost of any subsequent arrangement added to his/her **Covered Trip**;

d. the **Trip Cost** per person is no more than $120,000;

e. the booking for the **Covered Trip** must be the first and only booking for this travel period and **Destination**; and

f. the **Insured** cancels his/her **Covered Trip** two days or more before his/her scheduled **Covered Trip** departure.

III. The following item is added to SECTION IV – GENERAL DEFINITIONS:

Fortuitous Reason means an event of natural or human origin that: (1) could not have been reasonably foreseen or expected; (2) is out of the **Insured's** control; and (3) is reasonably expected to cause or lead the **Insured** to cancel or interrupt his/her **Covered Trip**, or some part of his/her **Covered Trip**.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Amend Exclusion a. Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy
National Geographic Expeditions Plan

Amend Exclusion b.

Exclusion a. in SECTION V – GENERAL EXCLUSIONS is deleted in its entirety and replaced with the following:

b. mental or emotional disorders, alcoholism and drug addiction. However, this exclusion does not apply to the Emergency Evacuation and Repatriation Benefit, Out of Country Travel Medical Expense Benefits, Emergency Medical Expense Benefit, and Emergency Medical and Dental Expense Benefit if purchased per the Schedule;

All other terms, conditions, provisions and exclusions remain the same.

Amend Exclusion n. Endorsement (Leisure Ski)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy
National Geographic Expeditions Plan

Amend Exclusion n.

Exclusion n. in SECTION V – GENERAL EXCLUSIONS is deleted in its entirety and replaced with the following:

n. mountain climbing, bungee jumping, snow skiing outside marked trails, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device other than on a regularly scheduled airline or air charter company, extreme sports, snowboarding outside marked trails, heli-skiing, heli-snowboarding, heli-snowmobiling, backcountry skiing, backcountry snowboarding, or backcountry snowmobiling.

All other terms, conditions, provisions and exclusions remain the same.

Rider #520

Missed Connections For Air and Cruises Benefit

This Rider modifies insurance provided under the:

Individual Travel Insurance Policy

National Geographic Expeditions Plan

This Rider is attached to and made part of the **Policy** and is subject to all of the provisions, limitations and exclusions. Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under this Missed Connections For Air and Cruises Benefit will take effect on the **Scheduled Date of Departure**. The following is added to SECTION III – BENEFITS:

Missed Connections For Air and Cruises Only Benefit

I. **We** will reimburse the **Insured** a Missed Connections For Air and Cruises Benefit, for reasonable additional lodging arrangements, meal expenses, and the unused portion of the **Insured's** travel arrangements, up to the Maximum Covered Amount of $1,500, if he/she misses his/her **Cruise** departure as the result of a documented traffic accident while the **Insured** is en route to his/her departure, or the cancellation of, or the delay of three hours or more of all regularly scheduled departure times or due to **Adverse Weather Conditions**.

The **Common Carrier** must certify the delay of the regularly scheduled airline flight.

II. For purposes of this Missed Connections For Air and Cruises Benefit Rider only, the following definitions apply:

Adverse Weather Conditions means any severe weather condition which prevents the **Insured** from reaching his/her **Destination** or delays the scheduled arrival and/or departure of a **Common Carrier**.

Cruise means any prepaid cruise ship arrangements made by the **Insured**.

III. These benefits will not duplicate any other benefits payable under the **Policy** or any coverage attached to the **Policy**.

All other terms, conditions, provisions and exclusions remain the same.

Rider #533
Frequent Traveler Awards Benefit

This Rider modifies insurance provided under the:

Individual Travel Insurance Policy

National Geographic Expeditions Plan

This Rider is attached to and made part of the **Policy** and is subject to all of the provisions, limitations and exclusions. The **Insured's** coverage for this Frequent Traveler Awards Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. The following is added to SECTION III – BENEFITS:

Frequent Traveler Awards Benefit

I. If (i) the **Travel Supplier** cancels the **Insured's Covered Trip**; (ii) the **Insured** is prevented from taking his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured's Family Member**, **Traveling Companion**, or **Business Partner**; or (iii) the **Insured** is prevented from taking his/her **Covered Trip** for one of the **Other Covered Events**, **We** will reimburse the **Insured** a Frequent Traveler Awards Benefit, for the cost charged to reimburse his/her frequent traveler awards/points if he/she used them to purchase any combination of the airline ticket, land reservation, and sea reservation in conjunction with this **Covered Trip**, up to the Maximum Covered Amount of $500. The **Insured** must have insured the cost of the **Covered Trip** plus the estimated cost of the cash value of the airline ticket, land reservation, and sea reservation purchased using frequent traveler awards/points in order for this Frequent Traveler Awards Benefit to apply.

II. For purposes of this Frequent Traveler Awards Benefit Rider only, the following definitions apply:

Business Partner means a person who: (i) is involved with the **Insured** or the **Insured's Traveling Companion** in a business relationship, and (ii) is actively involved in the daily operation of the **Insured's** or the **Insured's Traveling Companion's** business.

Travel Supplier means the tour operator, hotel, rental company, cruise line, airline that provides prepaid travel arrangements for the **Insured's Covered Trip**.

All other terms, conditions, provisions and exclusions remain the same.

Rider #535
Per Person Occupancy Benefit (Trip Cancellation)

This Rider modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

This Rider is attached to and made part of the **Policy** and is subject to all of the provisions, limitations and exclusions. The **Insured's** coverage for this Per Person Occupancy Benefit take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. The following is added to SECTION III – BENEFITS:

Per Person Occupancy Benefit

We will reimburse the **Insured** for additional costs as a result of a change in the per person occupancy rate for prepaid travel arrangements, up to the Maximum Covered Amount of 100% of **Trip Cost** to a maximum of $120,000, if a **Traveling Companion's Covered Trip** is canceled for a **Covered Loss** and the **Insured's Covered Trip** is not canceled.

All other terms, conditions, provisions and exclusions remain the same.

Rider #536
Reissue Fee Benefit

This Rider modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

This Rider is attached to and made part of the **Policy** and is subject to all of the provisions, limitations and exclusions. The **Insured's** coverage for this Reissue Fee Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. The following is added to SECTION III – BENEFITS:

Reissue Fee Benefit

I. If the **Travel Supplier** cancels the **Insured's Covered Trip**, **We** will reimburse the **Insured** a Reissue Fee Benefit, for the reissue fee charged by the airline for the tickets, up to the Maximum Covered Amount of $500. Any expense under this Reissue Fee Benefit must be incurred within 365 days of the date of cancellation.

II. For purposes of this Reissue Fee Benefit Rider only, the following definition applies:

Travel Supplier means the tour operator, hotel, rental company, cruise line, airline that provides prepaid travel arrangements for the **Insured's Covered Trip**.

All other terms, conditions, provisions and exclusions remain the same.

Rider #543
Pet Care Benefit

This Rider modifies insurance provided under the:

Individual Travel Insurance Policy

National Geographic Expediations Plan

This Rider is attached to and made part of the **Policy** and is subject to all of the provisions, limitations and exclusions. Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under this Pet Care Benefit will take effect on the **Scheduled Date of Departure**. The following is added to SECTION III – BENEFITS:

Pet Care Benefit

If the **Insured** is delayed in reaching his/her return **Destination** due to a **Natural Disaster**, **Other Covered Event**, or if the **Insured** is confined in a **Hospital** as a patient, **We** will reimburse the **Insured** a Pet Care Benefit, for the reasonable additional boarding fees at a licensed commercial kennel up to two days after the **Scheduled Date of Return**, up to the Maximum Covered Amount of $500.

For benefits under this Pet Care Benefit Rider, the **Insured** must provide the following documentation when presenting a claim:

a. written confirmation of the reasons for the delay from the **Common Carrier** whose delay resulted in the loss, including, but not limited to, scheduled departure and return times and actual departure and return times; and

b. written confirmation from the licensed commercial kennel advising the original pick-up date and the actual pick-up date.

Receipts for the expenses must be submitted for reimbursement.

All other terms, conditions, provisions and exclusions remain the same.

Deletion of Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy
National Geographic Expeditions Plan

Deletion of Exclusion

With respect to coverage under Pre-Departure Trip Cancellation Benefit, the following exclusion(s) under of SECTION V – GENERAL EXCLUSIONS do not apply:

2. u. **Epidemic** or **Pandemic**;

All other terms, conditions, provisions and exclusions remain the same.

Other Covered Events Extension Endorsement
(Felonious Assault or Burglary)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Other Covered Events Extension (Felonious Assault or Burglary)

I. The following is added to SECTION IV – GENERAL DEFINITIONS, **Other Covered Event**:

; and

being the victim of a **Felonious Assault** or having the **Insured's Home** vandalized or burglarized within seven days of the **Scheduled Date of Departure** or during the **Insured's Covered Trip**.

II. The following is added to SECTION IV – GENERAL DEFINITIONS:

Felonious Assault means an act of violence against the **Insured**, a **Traveling Companion**, or a **Family Member** booked to travel with the **Insured** that requires medical treatment in a **Hospital**. The act must not have been inflicted by the **Insured**, a **Traveling Companion**, or a **Family Member** of either the **Insured** or the **Insured's Traveling Companion**.

All other terms, conditions, provisions and exclusions remain the same.

Other Covered Events Extension Endorsement
(Involuntary Termination of Employment)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation off Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy
National Geographic Expeditions Plan

Other Covered Events Extension (Involuntary Termination of Employment)

The following is added to SECTION IV – GENERAL DEFINITIONS, **Other Covered Event**:

; and

the **Insured's** involuntary termination of employment or layoff that occurs more than 14 days after the effective date of the applicable coverage under the **Policy**. The **Insured** must have been continuously employed with the same employer for two years prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors, or self-employed persons.

All other terms, conditions, provisions and exclusions remain the same.

Other Covered Events Extension Endorsement
(Mandatory Evacuation)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Other Covered Events Extension (Mandatory Evacuation)

The following is added to SECTION IV – GENERAL DEFINITIONS, **Other Covered Event**:

; and

mandatory evacuation issued by local government authorities (or public official evacuation advisements issued in place of mandatory evacuations only when mandatory evacuations do not exist in that jurisdiction), at the **Insured's** final **Destination** due to severe weather conditions, hurricane or natural disaster provided the cancellation of the **Insured's Covered Trip** occurs more than 14 days following the **Insured's** effective date of coverage shown in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Coverage expires 14 days after the issue date of a mandatory evacuation or a public official evacuation advisement.

All other terms, conditions, provisions and exclusions remain the same.

Other Covered Events Extension Endorsement
(Military Leave Revoked)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Other Covered Events Extension (Military Leave Revoked)

The following is added to SECTION IV – GENERAL DEFINITIONS, **Other Covered Event**:

; and

the **Insured**'s, or the **Insured's Traveling Companion's** or traveling **Family Member's** approved, written military leave is involuntarily revoked as a result of being temporarily or permanently reassigned, being called to active military reserve, or an extension of deployment beyond a defined tour of duty, within five days of the **Scheduled Date of Departure**. All approved, written military leave must be approved prior to the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Full or partial mobilization or mass reassignment of Armed Forces, invocation of the War Powers Act, base or unit mobilization is not covered.

All other terms, conditions, provisions and exclusions remain the same.

Other Covered Events Extension Endorsement
(Terrorist Act)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Other Covered Events Extension (Terrorist Act)

I. The following is added to SECTION IV – GENERAL DEFINITIONS, **Other Covered Event**:

; and

a **Terrorist Act** (or acts) in the **Scheduled Trip Departure City** or within ten miles of the **Scheduled Trip Departure City** of his/her **Covered Trip** occurring on, or within seven days prior to the **Scheduled Date of Departure**, or a **Terrorist Act** (or acts) occurring within thirty days prior to the **Insured's** arrival, or during his/her stay in a city or within five miles of a city, that is a scheduled **Destination** during the **Insured's Covered Trip**, provided:

(1) the **Insured's** premium is received within 21 days of the initial payment for his/her **Covered Trip**; and

(2) the **Terrorist Act** (or acts) occurs more than 21 days following the **Insured's** effective date of coverage shown in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

II. The following is added to SECTION IV – GENERAL DEFINITIONS:

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

All other terms, conditions, provisions and exclusions remain the same.

Other Covered Events Extension Endorsement
(Uninhabitable Accommodation at Destination)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Other Covered Events Extension (Uninhabitable Accommodation at Destination)

The following is added to SECTION IV – GENERAL DEFINITIONS, **Other Covered Event**:

; and
Insured's Accommodation at **Destination** made **Uninhabitable** due to fire, flood, volcano, earthquake, hurricane or natural disaster so as to prevent the **Insured** from reaching his/her **Destination** or continuing on his/her **Covered Trip**. To cancel or delay the arrival on the **Insured's Covered Trip**:

(1) the **Insured's Accommodation** must be **Uninhabitable** on the **Scheduled Date of Departure**;

(2) the **Insured's Accommodation** must be **Uninhabitable** for a minimum of 24 hours; and

(3) the time and date that the **Accommodation** first becomes **Uninhabitable** must commence no more than 10 days prior to his/her **Scheduled Date of Departure**.

To interrupt the **Insured's Covered Trip**:

(1) the **Accommodation** must be **Uninhabitable** for a minimum of 24 hours; and

(2) the **Insured** must have seven days or 75% or less remaining on his/her **Covered Trip** at the time and date the **Accommodation** first becomes **Uninhabitable**.

All other terms, conditions, provisions and exclusions remain the same.

Primary for Specified Benefit Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Primary for Specified Benefit

Subject to the corresponding Maximum Covered Amount in the **Schedule**, solely with respect to the following benefit(s), this insurance will pay for **Covered Loss** on a primary basis regardless of any other insurance in place, and any reference to **Other Valid and Collectible Insurance** or Coordination of Benefits is hereby deleted:

Post-Departure Trip Interruption Benefit

Travel Delay Benefit

Baggage and Personal Effects Benefit

Baggage Delay Benefit

Emergency Evacuation and Repatriation Benefit

Car Rental Damage Benefit

All other terms, conditions, provisions and exclusions remain the same.

Waiver Of The Pre-Existing Condition Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy
National Geographic Expeditions Plan

Waiver Of The Pre-Existing Condition Exclusion

Solely with respect to coverage under the following benefit(s):

Pre-Departure Trip Cancellation Benefit
Post-Departure Trip Interruption Benefit
Emergency Evacuation and Repatriation Benefit
Emergency Medical Expense Benefit
Emergency Dental Expense Benefit

Any exclusion pertaining to a **Pre-Existing Condition** is hereby waived provided the **Insured** meets the following requirements:

a. the **Insured**'s payment for this coverage is received within 21 days of his/her initial **Covered Trip** payment;

b. the **Insured** is not disabled from travel at the time he/she pays his/her premium; and

c. the cost of any subsequent arrangement added to the **Insured's Covered Trip** (or any other arrangement not made through the **Insured's** travel agent) must be insured within 21 days of the payment for those arrangements.

All other terms, conditions, provisions and exclusions remain the same.

Traveling Companion Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-4225678	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:
Individual Travel Insurance Policy

National Geographic Expeditions Plan

Traveling Companion Extension Endorsement

The definition for **Traveling Companion** in SECTION IV – GENERAL DEFINITIONS is deleted in its entirety and replaced with the following:

> **Traveling Companion** means a person accompanying the **Insured** on the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

All other terms, conditions, provisions and exclusions remain the same.

Declarations Page: Individual Travel Insurance

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT-4225678

National Geographic Expeditions Plan

Item: 1. Insured: Refer to Confirmation of Coverage

Item: 2. Additional Travelers Covered or Family Members:
Refer to Confirmation of Coverage

Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage

All Other Benefits: Refer to Confirmation of Coverage

Item: 4. Trip Departure Date: Refer to Confirmation of Coverage

Item: 5. Trip Return Date: Refer to Confirmation of Coverage

Item: 6. Trip Cost: Refer to Confirmation of Coverage

Signed for by Zurich American Insurance Company:



Kristof Terryn, President

September 1, 2022
Date

Individual Travel Insurance Policy

ZURICH AMERICAN INSURANCE COMPANY
1299 Zurich Way
Schaumburg, Illinois 60196

In return for the payment of premium, **We** agree to pay the benefits of this **Policy** to the **Insured** for **Covered Loss** subject to the terms and conditions of this **Policy**.

This **Policy** is governed by the laws of the state in which it is delivered.

FIFTEEN DAY RIGHT TO EXAMINE COVERAGE

The **Insured** has the right to examine coverage upon receipt of his/her **Policy**. If he/she is not satisfied for any reason, he/she may return his/her **Policy**, within 15 days after receipt, to **Us**, **Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this **Policy**, this **Policy** and the **Insured's** coverage under this **Policy** will be voided from the outset of coverage and premium will be refunded accordingly.

THIS INSURANCE PROVIDES SHORT-TERM TRAVEL RELATED INSURANCE AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE **SCHEDULE** FOR WHICH A PREMIUM WAS PAID.

THIS **POLICY** CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS **POLICY** AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

THIS IS ACCIDENT- ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

The Company will comply with New York State mandated benefits and will not deny coverage if a proper claim is submitted for a Covered Accident or Sickness under this **Policy.**

IN WITNESS WHEREOF, **We** have executed and attested these presents and, where required by law, have caused this document to be countersigned by **Our** duly authorized representative(s).

President

Corporate Secretary

PLEASE READ THIS DOCUMENT CAREFULLY

TABLE OF CONTENTS

SECTION I	SCHEDULE OF BENEFITS
SECTION II	EFFECTIVE AND TERMINATION DATES OF INSURANCE
SECTION III	BENEFITS
SECTION IV	GENERAL DEFINITIONS
SECTION V	GENERAL EXCLUSIONS
SECTION VI	GENERAL LIMITATIONS
SECTION VII	PREMIUMS
SECTION VIII	HOW TO FILE A CLAIM
SECTION IX	PAYMENT OF CLAIMS
SECTION X	GENERAL POLICY CONDITIONS

SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

Benefits	Maximum Covered Amount per **Insured** / Deductible per **Insured**
A. Emergency Evacuation And Repatriation Plan	
1. Emergency Evacuation and Repatriation Benefit	$500,000
B. Emergency Medical Expense Plan	
1. Emergency Medical and Dental Expense Benefit	$50,000
Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit	$15,000
C. Accident Plan	
1. Accidental Death Benefit	$50,000
2. Accidental Dismemberment Benefit	$50,000
D. Extra Coverage	
1. Waiver of the Pre-Existing Condition Exclusion	

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

A. EFFECTIVE DATE: No coverage for an **Insured** under this **Policy** is in effect until the earliest of:

1. the day the premium for the **Insured's** coverage is received by **Us** or the **Administrator**; or
2. 12:01 A.M. Standard Time on the **Scheduled Date of Departure**.

B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.

C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:

1. the completion date of the **Covered Trip**;
2. the **Scheduled Date of Return**;
3. the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
4. cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

D. EXTENSION OF COVERAGE: All coverage under this **Policy** will be extended if:

1. the **Insured's** entire **Covered Trip** is covered by this **Policy**; and

2. the **Insured's** return is delayed by unavoidable circumstances beyond his/her control.

This extension of coverage will terminate the earlier of:

a. the date the **Insured** reaches his/her originally scheduled return **Destination**; or

b. seven days after the **Scheduled Date of Return**.

SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

A. EMERGENCY EVACUATION AND REPATRIATION PLAN

1. EMERGENCY EVACUATION AND REPATRIATION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Emergency Evacuation And Repatriation Benefit will take effect on the **Scheduled Date of Departure**.

We will pay the **Insured** an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Sickness** that first manifests itself, or a **Covered Injury** that occurs, while on a **Covered Trip**; (iii) the **Insured** must first receive treatment during his/her **Covered Trip**.

The following are Covered Expenses under this Emergency Evacuation and Repatriation Benefit:

a. expenses incurred by the **Insured** for **Physician**-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable **Hospital**, if the onsite attending **Physician** certifies that the **Insured** is medically able to travel when the **Insured** is critically **Sick** or **Injured** and no suitable local care is available, in coordination with **Us** or the **Assistance Provider**;

b. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a **Hospital** or to the **Insured's Home** when deemed medically necessary by the attending **Physician**, in coordination with **Us** or the **Assistance Provider**;

c. expenses for transportation not to exceed the cost of one round-trip economy class air fare not to exceed $5,000 to the place of **Hospitalization** for one person chosen by the **Insured** as well as lodging and meals not to exceed $250 per day for a maximum of seven days, provided the **Insured** is traveling alone and is **Hospitalized** for more than 3 days;

d. expenses for transportation not to exceed the cost of one-way economy class air fare to the **Insured's Home**, including escort expenses, if the **Insured** is 18 years of age or younger and left unattended due

to the death or **Hospitalization** of an accompanying adult(s), in coordination with **Us** or the **Assistance Provider**;

e. expenses for one-way economy class air fare to the **Insured's Home**, from a medical facility to which the **Insured** was previously evacuated, less any refund paid or payable from the **Insured's** unused transportation tickets, if these expenses are not covered elsewhere in this **Policy**;

f. repatriation expenses for preparation and air transportation of the **Insured's** remains to his/her **Home**, or up to an equivalent amount for a local burial in the country where death occurred, if the **Insured** dies while outside the United States of America. Covered Expenses under this benefit include the reasonable and customary expenses for: (i) embalming; (ii) cremation; (iii) the most economical coffins or receptacles adequate for transportation of the remains; and (iv) transportation of the remains, by the most direct and economical conveyance and route possible. The **Assistance Provider** must make all arrangements and authorize all expenses in advance for this benefit to be payable.

B. EMERGENCY MEDICAL EXPENSE PLAN

1. EMERGENCY MEDICAL AND DENTAL EXPENSE BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Emergency Medical and Dental Expense Benefit will take effect on the **Scheduled Date of Departure**.

We will pay the **Insured** an Emergency Medical and Dental Expense Benefit, for the Covered Expenses described below in this Emergency Medical and Dental Expense Benefit section, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule** in excess of the **Deductible**, and any applicable **Co-Insurance** for:

(I.) Medical Coverage:

the following Covered Medical Expenses incurred by the **Insured**, subject to the following: (i) Covered Medical Expenses will only be payable at the **Usual and Customary** level of payment; (ii) benefits will be payable only for Covered Medical Expenses resulting from a **Sickness** that first manifests itself or a **Covered Injury** that occurs while on **a Covered Trip**; and (iii) the **Insured** must first receive treatment by a **Physician**, in person during his/her **Covered Trip.** Coverage is provided in excess of the **Deductible** provided that:

a. the first treatment or service occurs within 90 days of the **Covered Injury** or **Sickness**; and

b. the medical expenses are incurred within 52 weeks of the **Covered Injury** or **Sickness**.

The following are Covered Medical Expenses under this Emergency Medical and Dental Expense Benefit:

(1) expenses for the following **Physician**-ordered medical services: services of legally qualified **Physicians** and graduate nurses, charges for **Hospital** confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services incurred by the **Insured** within 12 months from the date of the **Insured's Sickness** or **Covered Injury**, that occurred during a **Covered Trip**; and

(2) expenses for a **Hospital Admission Guarantee Charge** or a **Medical Expense Guarantee Charge** if while traveling outside of the **Insured's** country of **Primary Residence** on a **Covered Trip**, the **Insured** suffers a medical emergency. **We** or **Our Assistance Provider** will pay on the **Insured's** behalf up to the Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge

Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for actual expenses incurred for guarantee of payment to the **Hospital** or the medical provider.

The Insured's duties in the event of a Medical Expense:

(i) The **Insured** must provide **Us** with all bills and reports for medical expenses claimed.

(ii) The **Insured** must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance.

(iii) The **Insured** must sign a patient authorization to release any information required by **Us** to investigate his/her claim; and

(II.) Dental Coverage:

the following Covered Dental Expenses incurred by the **Insured**, subject to the following: (i) Covered Dental Expenses will only be payable at the **Usual and Customary** level of payment; (ii) benefits will be payable only for Covered Dental Expenses resulting from a **Covered Injury** that occurs while on a **Covered Trip**; and (iii) the **Insured** must first receive treatment during his/her **Covered Trip** by a **Dentist**.

The following are Covered Dental Expenses under this Emergency Medical and Dental Expense Benefit:

a. expenses for emergency dental treatment incurred by the **Insured** during his/her **Covered Trip**; and

b. expenses for follow-up emergency dental treatment received within five days of completion of the **Insured's Covered Trip**.

The Insured's duties in the event of a Dental Expense:

(1) The **Insured** must provide **Us** with all bills and reports for dental expenses claimed.

(2) The **Insured** must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance.

(3) The **Insured** must sign a patient authorization to release any information required by **Us** to investigate his/her claim.

C. ACCIDENT PLAN

In the event of multiple covered benefits under this Accident Plan section of this **Policy**, **We** will pay one benefit, the benefit that offers the **Insured** the largest benefit.

1. ACCIDENTAL DEATH BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Death Benefit will take effect on the **Scheduled Date of Departure**.

If an **Insured** suffers a loss of life as a result of a **Covered Injury** while on a **Covered Trip**, **We** will pay the Accidental Death Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

2. **ACCIDENTAL DISMEMBERMENT BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Dismemberment Benefit will take effect on the **Scheduled Date of Departure**.

If a Covered **Injury** to an **Insured** while on a **Covered Trip** results in any of the following **Covered Losses**, **We** will pay the percentage shown below. The **Covered Loss** must occur within 365 days of the **Covered Accident**.

The benefit amount is based on the Accidental Dismemberment Benefit Maximum Covered Amount per **Insured** shown in the **Schedule** for the person suffering the **Covered Loss**. If the **Insured** suffers more than one **Covered Loss** from one **Covered Accident**, **We** will pay only for the **Covered Loss** with the larger benefit.

The **Covered Loss** benefit is payable based on the following table.

Covered Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
One Hand; One Foot; or Sight of One Eye	50%

A reduced benefit will be payable equal to 50% of the applicable Accidental Dismemberment Benefit for dismemberment where the dismembered body part is surgically reattached, provided all other provisions of this **Policy** are met. The balance of the applicable Accidental Dismemberment Benefit for such dismemberment will be paid if, after 365 days, the reattachment has failed to the extent that **Covered Loss of Use** then exists, provided all other provisions of this **Policy** are met.

Definitions:
For purposes of this Section III.C.2. Accidental Dismemberment Benefit only, the following definitions apply:

Covered Loss means:

a. for a foot or hand, actual severance through or above the ankle proximal to the knee or actual severance through or above a wrist joint proximal to the elbow;

b. for thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits proximal to the wrist;

c. total and permanent loss of sight;

d. total and permanent loss of speech; or

e. total and permanent loss of hearing.

Covered Loss of Use means total paralysis of a **Limb** or **Limbs**, that has continued for 12 consecutive months and is determined by **Our** competent medical authority to be permanent, complete and irreversible.

D. **EXTRA COVERAGE**

1. **WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION**

The **Pre-Existing Condition** Exclusion for Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit is waived provided the **Insured** meets the following requirements:

a. the **Insured**'s payment for this coverage is received within 21 days of his/her initial **Covered Trip** payment;

b. the **Insured** is not disabled from travel at the time he/she pays his/her premium; and

c. the cost of any subsequent arrangement added to the **Insured's Covered Trip** (or any other arrangement not made through the **Insured's** travel agent) must be insured within 21 days of the payment for those arrangements.

SECTION IV – GENERAL DEFINITIONS

Bold terms within this **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

Accident or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

Accommodation means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are secured.

Administrator means USI Affinity.

Application means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

Assistance Provider means Zurich Travel Assist or the travel assistance provider approved or designated by **Us**.

Baggage means luggage, personal possessions, and travel documents taken by the **Insured** on the **Covered Trip**.

Caregiver means an individual employed for the purpose of providing assistance with activities of daily living to the **Insured** or to a **Family Member** traveling with the **Insured** who has a physical or mental impairment. The **Caregiver** must be employed directly by the **Insured** or the **Family Member** traveling with the **Insured**. 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.

Co-Insurance means the percentage of the eligible expenses shown in the **Schedule** payable by **Us**, or **Our Assistance Provider** on **Our** behalf, after the **Insured** pays the applicable **Deductible**, if any.

Common Carrier means any regularly scheduled land, water, or air conveyance operated under a license for the transportation of passengers for hire not including taxicabs or rented, leased or privately owned motor vehicles.

Complications of Pregnancy means conditions requiring **Hospital** stays whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. **Complications of Pregnancy** do 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 results in a **Covered Loss**.

Covered Injury means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

Covered Loss means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

Covered Trip means a period of round-trip travel away from **Home** to a **Destination** outside the **Insured's** city or place of residence; the purpose of the **Covered Trip** is business or pleasure and is not to obtain health care or treatment of any kind; the **Covered Trip** has defined departure and return dates specified when the **Insured** applies; the **Covered Trip** does not exceed 45 days.

If Child coverage is provided, **Child** means an **Insured's** unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. Coverage will continue for a child who is 19 or more years old, "chiefly supported by the Insured and incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation (as defined in the Mental Hygiene Law) or physical handicap, and who became so incapable prior to attainment of the age at which coverage would otherwise terminate. Proof of the child's condition and dependence must be submitted to **Us** within 31 days after the date the child ceases to qualify as a child for the reasons listed above. During the next two years, **We** may, from time to time, require proof of-the continuation of such condition and dependence. After that, **We** may require proof no more than once a year.

A child, for eligibility purposes, includes an **Insured's** natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption, and an adopted newborn, if the Insured takes physical custody of the infant upon the infant's release from the **Hospital** and files a petition to adopt pursuant to the Domestic Relations Law within 30 days of birth; or a stepchild; and-any child who is related to the Insured without regard as to whether the child was born out of wedlock, or is not claimed as a Dependent on the insured's federal tax return, or the child does not reside with the parent.

Deductible means the amount shown in the **Schedule** for which an **Insured** is responsible, and such amount will be deducted from any payment made by **Us** for a **Covered Loss**. The **Deductible** equals the amount shown in the **Schedule** for each **Insured** for each **Covered Trip**.

Destination means any place where the **Insured** expects to travel to on his/her **Covered Trip** as shown on the travel documents.

Dentist means someone who is licensed and legally entitled to practice dentistry or dental surgery who is not the **Insured**, a **Traveling Companion**, any member of the **Insured's Immediate Family**, or any member of the **Injured** person's **Immediate Family**.

Domestic Partner means a person who qualifies as a **Domestic Partner** under the law of the state of residence.
Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC).

Family Member means the **Insured's** or the **Insured's Traveling Companion's Spouse**, child, **Spouse's** child, **Caregiver**, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, foster child, or ward.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Home means the **Insured's Primary Residence**.

Hospital means an institution that:

1. is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
2. has organized departments of medicine and major surgery;
3. has a requirement that every patient must be under the care of a physician or dentist;

4. provides twenty-four (24) hour nursing service by or under the supervision of a registered professional nurse (R.N.);
5. if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in selection 1861(k) of United States Public Law 89-97 (42 USCA 1395 x(k));
6. is duly licensed by the agency responsible for licensing such hospitals; and
7. is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitory care.

Hospitalized or Hospitalization means admitted to a **Hospital**.

Hospital Admission Guarantee Charge means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured's** admission to that **Hospital**.

In Force Policy means any multiple group, group-type, family, or individual health care policy covering the **Insured** and in effect at the time of the **Covered Injury** or **Sickness**, or subsequently thereafter, other than this **Policy** to which this benefit is included.

Injured, **Injury** or **Injuries** means a bodily injury or injuries.

Insured means any person who is covered under this **Policy**, who has arranged to take a **Covered Trip**, who has completed and submitted the **Application**, who has paid the required premium, and who is a citizen or resident of the United States of America.

Immediate Family Member means husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

Medical Expense Guarantee Charge means any charge or expense made by a medical provider other than a **Hospital** prior to and as a condition of **Insured** being provided with the medical service or treatment by that provider.

Other Valid Coverage means any policy or contract that provides coverage for medical expense, dental expense, and evacuation and repatriation benefits for **Covered Injury**, **Sickness**, loss, theft or damage the **Insured** incurs while on his/her **Covered Trip**. For the purpose of administering the following provisions, **Other Valid Coverage** shall be limited to coverage provided by organizations subject to regulation under the insurance law of New York or any other state of the United States or any province of Canada, and by hospital or medical service organizations and other similar forms coverage which may be approved by the Department of Financial Services. **Other Valid Coverage** includes group insurance, automobile medical payments insurance, coverage provided by hospital or medical service organizations, union welfare plans, or employer or employee benefit organizations, but in all cases excludes third party liability coverage. Any benefits provided to the Insured pursuant to any compulsory benefit statute (including any workers' compensation or employer's liability statute whether provided by a governmental agency or otherwise) shall in all cases be deemed to be **Other Valid Coverage** of which **We** have been provided with notice.

Pandemic means an **Epidemic** over a wide geographic area that affects a large portion of the population.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

Physician means a person who is:

a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;

b. licensed to practice in the jurisdiction where care is being given;

c. practicing within the scope of that license referenced in b. above; and

d. who is not the **Insured**, a **Traveling Companion**, any member of the **Insured's Immediate Family**, or any member of the **Injured** person's **Immediate Family.**

Policy means this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

Pre-Existing Condition means with respect to an **Insured**, the existence of symptoms which would ordinarily cause a prudent person to seek diagnosis, care or treatment, or a condition for which medical advice or treatment was recommended by or received from a **Physician** during the six (6) months immediately preceding the effective date of coverage or if sixty-five (65) years of age or older, until the Insured has been continuously covered for six (6) months.

Primary Residence means an **Insured's** fixed, permanent and main home for legal and tax purposes.

Reservation means the combination of all members of a group of travelers who have booked one single travel arrangement contract with a **Travel Supplier**.

Schedule means the schedule in SECTION I – SCHEDULE OF BENEFITS.

Scheduled Date of Departure means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Scheduled Date of Return means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

Sickness or **Sick** means a sickness, illness, or disease that impairs the normal functions of the body and that first manifests itself during a **Covered Trip** and that requires examination and treatment by a **Physician**.

Spouse means the **Insured's** legally married spouse, including a same-sex **Spouse** to a marriage legally performed outside of New York.

Traveling Companion means a person accompanying the **Insured** on the **Covered Trip**, and whose name is included with the **Insured** on the same trip arrangement for the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

Uninhabitable means not suitable for human occupancy in accordance with local public health or safety guidelines.

Usual and Customary means the common charge made by other health care providers in the same locality for the treatment furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **We** or **Our Assistance Provider** will determine the amount based upon:

a. the complexity involved;

b. the degree of professional skill required; and

c. any other pertinent factor.

We or **Our Assistance Provider** will make the final determination of what is **Usual and Customary** based on all the circumstances.

We, **Us**, and **Our** means Zurich American Insurance Company.

SECTION V – GENERAL EXCLUSIONS

Notwithstanding any other term, condition or provision under this **Policy**, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

We will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** for the following:

a. mental or emotional disorders, alcoholism and drug addiction;

b. Pregnancy, except to the extent coverage is required pursuant to New York Law and except for **Complications of Pregnancy**;

c. illness, accident, treatment or medical condition arising out of:

1. war or act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;

2. suicide, attempted suicide or intentionally self-inflicted injury;

3. aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline

d. treatment provided in a government hospital; benefits provided under Medicare or other governmental program (except Medicaid), any State or Federal workers' compensation, employers' liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable.

The following additional exclusion applies to the Emergency Evacuation and Repatriation Benefit or the Emergency Medical and Dental Expense Benefit:

a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom. This Exclusion does not apply to the following benefits under the Covered Expenses shown in the Emergency Evacuation and Repatriation Benefit: (i) item a. (emergency medical evacuation); or (ii) item f. (return of remains).

Expenses incurred are in excess of the amount reasonably attributable to the **Insured** as a proportion of the total cost of the Search and Rescue operation up to the point in time when the **Insured** is recovered or the Search and Rescue operation is deemed no longer viable. **We** or **Our Assistance Provider** will make that determination based on all the circumstances.

SECTION VI – GENERAL LIMITATIONS

LIMITATION ON MULTIPLE COVERED POLICIES: Insurance effective at any one time on the insured under a like policy or policies in this insurer is limited to the one such policy elected by the insured, his beneficiary or his estate, as the case may be, and the insurer will return all premiums paid for all other such policies.

SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that

additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 45 days.

SECTION VIII - HOW TO FILE A CLAIM

A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. Notice given by or on behalf of the **Insured** or the beneficiary to the **Us** at the address listed below, or to any authorized agent of the insurer or to any authorized broker, with information sufficient to identify the insured, shall be deemed notice to the insurer. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-833-515-3319 toll-free with US and Canada, or 1-416-479-8008 worldwide collect. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Claims Department
Zurich American Insurance Company,
P.O. Box 968041, Schaumburg, IL. 60196
Telephone: 1-833-515-3319 toll-free with US and Canada
1-416-479-8008 worldwide collect
Email: claims@zurichna.com

B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.

C. PROOF OF COVERED LOSS: Written Proof of Covered Loss must be sent within 120 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible. Failure to give proof within the specified time frame will not reduce or invalidate a claim if it was not reasonably possible to give such proof and the proof was provided as soon as reasonably possible.

D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits.

SECTION IX - PAYMENT OF CLAIMS

A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, within 60 days of receipt of written proof of loss. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss.

B. WHO **WE** WILL PAY:

1. LOSS OF LIFE OF AN **INSURED**: Any indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the **Insured**. Any other accrued indemnities unpaid at the **Insured's** death may, at **Our** option, be paid either to such beneficiary or to the estate of the Insured. All other indemnities will be payable to the Insured. If any indemnity of this **Policy** is payable to the estate of the Insured, or to an **Insured** or beneficiary who is a minor or otherwise not competent to give a valid release, **We** may pay such indemnity, up to an amount not exceeding $1,000, to any relative by blood or connection by marriage of the

Insured or beneficiary who **We** deem to be equitably entitled. Any payment made by **Us** in good faith pursuant to this provision shall fully discharge **Us** to the extent of such payment.

Subject to any written direction of the Insured, all or a portion of any indemnities provided by this **Policy** on account of **Hospital**, nursing, medical or surgical services may, at **Our** option and unless the Insured requests otherwise in writing not later than the time of filing proofs of loss, be paid directly to the **Hospital** or person rendering the services, but it is not required that the service be rendered by a particular **Hospital** or person.

2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.

3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

   It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. This **Insured** will not be considered the beneficiary under this **Policy** if payment is made to the **Insured** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

SECTION X - GENERAL POLICY CONDITIONS

A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.

B. CHANGE OR WAIVER: A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.

C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.

D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.

E. TIME LIMIT ON CERTAIN DEFENSES: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.

F. ENTIRE CONTRACT: This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent or broker has authority to change this policy or to waive any of its provisions.

G. SUIT AGAINST **US**: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law.

H. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. In case of death, **We** can have an autopsy performed unless forbidden by law.

I. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.

J. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.

K. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

Important Notice

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm CT)
Email: info.source@zurichna.com

Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

Beneficiary Designation/Change Form

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

POLICYHOLDER INFORMATION	
Name of Policyholder:	Policy Number:

INSURED INFORMATION				
Full Legal Name (First, Middle Initial and Last):			Last 4 Digits of SSN: XXX-XX-	
Mailing Address:		City:	State:	Zip Code:
Date of Birth (MM/DD/YYYY):	Gender: ☐ Male ☐ Female	Marital Status: ☐ Single ☐ Married ☐ Domestic or Civil Union Partner		
Email Address:		Home Phone: - -	Work Phone: - -	Cell Phone: - -

BENEFICIARY INFORMATION (Please check one: ☐ **Designate a Beneficiary** OR ☐ **Change of Beneficiary Designation**)

It is important that your beneficiary designation be clear so that there will be no question as to your intent. If you wish to name more than 2 primary or 4 contingent beneficiaries, please attach a separate sheet of paper and include all the information requested. **NOTE: If designating more than one beneficiary, the total % of share should not exceed 100%.**

Primary Beneficiary(ies):

% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity	SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):
Street Address:	City:	State: Zip Code:

% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity	SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):
Street Address:	City:	State: Zip Code:

Contingent Beneficiary(ies):

% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity	SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):
Street Address:	City:	State: Zip Code:

% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity	SSN/Tax ID:
Name ((If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):

Street Address:	City:	State:	Zip Code:
% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):			Date of Birth/Trust (MM/DD/YYYY):
Street Address:	City:	State:	Zip Code:
% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):			Date of Birth/Trust (MM/DD/YYYY):
Street Address:	City:	State:	Zip Code:

If more than one primary and/or contingent Beneficiary is designated and no percentage has been designated, settlement will be made in equal shares to such of the designated beneficiaries as survive the Insured, unless otherwise provided herein. If no designated beneficiary survives the Insured, settlement will be made to the Insured's estate, unless otherwise provided in the Accident Policy.

INSURED AUTHORIZATION

I hereby revoke any previous beneficiary designation(s), if any, for my accident insurance policy and direct that the insurance proceeds payable under the policy be paid as indicated above.

If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.

Insured's Signature:	Date (MM/DD/YYYY):

Privacy Notice

We Take Important Steps to Protect the Nonpublic Personal Information We Collect About You

Dear Customer: ***rev. January 2020***

We care about your privacy. That is why we believe in your right to know what nonpublic personal information ("NPI") we collect about you and what we do with that information. This Privacy Notice describes the NPI we collect about you and how we share and protect that information.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION

Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.

What types of Information do we collect?	The types of NPI we collect depend on the product or service you have with us. This information can include: • Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver's license number, employment information, information about your income, assets and net worth, and medical information; • Information about your transactions with the Company and its affiliates; • Information about your insurance coverage, premiums, claims history, and payment history; • Data from insurance support organizations, government agencies, insurance information sharing bureaus; • Property information and similar data about you or your property, such as property appraisal reports; and • Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report. When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.

What do we do with the NPI we collect?	We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products. These affiliates and nonaffiliated third parties include: • Financial service providers, such as banks and other insurance companies; • Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and • Others, such as consumer reporting agencies and insurance information sharing bureaus. In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you

©2020 Zurich American Insurance Company

	have the right to opt in to allowing this sharing).

Reasons we can share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing? [For residents of Vermont: Do you have the right to opt in to allow this sharing?]
For our everyday business purposes – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	Not Applicable
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	Not Applicable
For our affiliates to market to you	Yes	No
For non-affiliates to market their products to you	No	Not Applicable

Collecting and safeguarding information	
How often do you notify me about your privacy practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. Please review the privacy policy posted on our website, ZurichNA.com. It contains additional information about our practices.
Why do you collect my NPI?	We collect NPI when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.
What NPI do we share?	We may provide to affiliates and/or nonaffiliated third parties the same NPI listed above in the section entitled, "What types of information do we collect?"
How do you safeguard my NPI?	Employees who have access to your NPI are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

©2020 Zurich American Insurance Company

FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information, you must submit a request using our online form on our website, ZurichNA.com, or calling our toll-free number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once through any of the above methods, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You may make your request using any of the above methods.

Residents of California and Nevada have additional rights over their non-public personal information if it is not governed by the Gramm-Leach-Bliley Act. For more information about these rights, please consult our online privacy policy posted on our website, ZurichNA.com.

FOR RESIDENTS OF MASSACHUSETTS ONLY WHO ARE ZNA P&C CUSTOMERS: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Key words and phrases	TERMS YOU SHOULD KNOW

Definitions	
Everyday business purposes	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: • Processing transactions, mailing and auditing services; • Administering insurance coverage, product, services or claims; • Providing information to credit bureaus; • Protecting against fraud; • Responding to court/governmental orders or subpoenas and legal investigations; and • Responding to insurance regulatory authorities.
Affiliates	Financial or nonfinancial companies related by common ownership or control. • *Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.*
Nonaffiliated Third Parties	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services. • *The Company does not share information with nonaffiliates to market their products to you*.

©2020 Zurich American Insurance Company

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *The Company does not jointly market.*

Changes to this Privacy Notice; contact us	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes. If you have any questions about your contract with us, you should contact your agent. If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the "Company:"

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (together, "the ZNA P&C Companies"), Zurich American Life Insurance Company, and Zurich American Life Insurance Company of New York.

©2020 Zurich American Insurance Company

Fraud Warnings Disclosure
Property and Casualty Application Addendum

TO BE ATTACHED TO AND FORM PART OF THE APPLICATION. IF FRAUD WARNINGS ARE INCLUDED IN THE APPLICATION TO WHICH THIS IS ATTACHED, THIS DISCLOSURE REPLACES THOSE WARNINGS.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which may subject the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, PR, RI, TN, TX, VA, VT, WA, and WV.)

In **Arkansas**, **Louisiana**, **Rhode Island**, **or West Virginia**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Alabama**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

In **Colorado**: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

In **District of Columbia**: Warning: 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.

In **Kansas**:

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

In **Kentucky**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

In **Tennessee** or **Washington**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In **Maryland**: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Minnesota**: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

In **New Jersey**: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In **New Mexico**: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

In **New York**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

In **Ohio**: Any person who, 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.

In **Oklahoma**: 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.

In **Oregon**: Any person who knowingly and with intent to defraud any insurer or other person files an application for insurance or statement of claim containing any materially false information upon which an insurer relies, if such information was either material to the risk assumed by the insurer or the misinformation was provided fraudulently, may commit a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

In **Pennsylvania**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In **Puerto Rico**: Any person who has committed fraud, as defined in the law, shall incur a felony, and if convicted, shall be sanctioned for each violation by a penalty of a fine of not less than five thousand dollars ($5,000), nor more than ten thousand dollars ($10,000), or a penalty of imprisonment for a fixed term of three (3) years, or both penalties. If there were aggravating circumstances, the fixed penalty thus established may be increased up to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years. In addition to the penalties provided in this chapter, any person who, as a result of the fraud thus committed is benefited in any way to obtain insurance, or in the payment of a loss pursuant to an insurance contract, shall be imposed the payment of restitution of the amount of money resulting from the fraud. Every violation shall have a prescription term of (5) five years.

In **Texas**: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In **Vermont**: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Virginia**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company.

SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED