

# STUDENT TRAVEL PROTECTION PLAN



Travel Protection Plan

Plan or Claim Services:  
[www.travelinsured.com](http://www.travelinsured.com)  
1-855-836-1488

24/7 Non-Insurance Travel Assistance:  
1-800-494-9907 (Within U.S./Canada)  
1-603-328-1707 (Outside of U.S./Canada)

## **WORLDWIDE NON-INSURANCE ASSISTANCE SERVICES**

The Travel Assistance feature provides a variety of travel related services.

Services offered include:

- Medical or Legal Referral • Inoculation Information • Hospital Admission Guarantee
- Telemedicine • House Calls • Translation Service • Lost Baggage Retrieval • Passport/Visa Information • Emergency Cash Advance • Bail Bond • Prescription Drug/Eyeglass Replacement • ID Theft Resolution Service • Concierge Service • Business Concierge

### **24/7 Worldwide Non-Insurance Assistance Services**

**Travel Assistance, Medical Emergency, Concierge Service, Business Concierge, and ID Theft Resolution Service FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:**

**800-494-9907**

**(From US/Canada)**

**OR CALL COLLECT:**

**603-328-1707**

**(From all other locations)**

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

### **AVAILABILITY OF SERVICES**

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

### **IDENTITY THEFT RESOLUTION SERVICES**

In the event of an Identify Theft event while on Your Covered Trip, Travel Insured's designated provider will provide you with the support and tools needed for You to restore Your identity to prevent status.

Assistance includes contacting Your creditors to notify them of the event and to request replacement cards; connecting you with a friend or family member at home and providing them with the assistance to set up a transfer or wire of funds; information on how to contact the three major credit bureaus; guidance on how to obtain a police report; and providing You with a guide on how to restore Your credit.

### **CONCIERGE SERVICES**

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

### **BUSINESS CONCIERGE SERVICES**

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties. Services offered include: • Emergency Correspondence And Business Communication Assistance • Assistance With Locating Available Business Services Such As: Express/Overnight Delivery Sites, Internet Cafes, Print/Copy Services • Assistance With Or Arrangements For Telephone And Web Conferencing • Emergency Messaging To Customers, Associates, And Others (Phone, Fax, E-mail, Text, etc.) • Real Time Weather, Travel Delay And Flight Status Information • Worldwide Business Directory Service For Equipment Repair/Replacement, Warranty Service, etc. • Emergency Travel Arrangements

**INDIVIDUAL TRAVEL PROTECTION INSURANCE POLICY**

**Student Travel Protection Plan**

United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our", agrees to pay the benefits provided by this policy per its provisions. This policy provides travel protection insurance benefits. Defined terms are capitalized and their meanings are listed in the General Definitions section.

**PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS**

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative.

**14 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this policy within 14 days of the Effective Date of Your coverage by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this policy. When so returned, all coverages under this policy are invalid from the beginning.

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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**SCHEDULE OF BENEFITS**

<b>SECTION IV Travel Arrangement Protection Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Trip Cancellation**	up to 100% of non-refundable insured Trip Cost*
Optional Cancel for Any Reason	75% of non-refundable insured Trip Cost*
Trip Interruption***	150% of non-refundable insured Trip Cost*
*Up to the lesser of the Trip Cost paid or the limit of coverage on Your confirmation of coverage	
**Trip Cancellation is not applicable when \$0 Trip Cost displayed on Your confirmation of coverage	
***\$500 Return air ticket cost only if \$0 Trip Cost displayed for Trip Cancellation on Your confirmation of coverage	
Additional Trip Interruption	
Traveling Companion Hospitalization	Included under the Trip Interruption benefit maximum up to \$200 per day, limited to 10 days
Trip Delay 6 hours	up to \$250 per day, to a maximum of \$2,500
Single Supplement	Included
Missed Trip Connection	up to \$500
Medical Evacuation and Repatriation of Remains Benefit	up to \$250,000
Emergency Medical Evacuation	Included
Medically Necessary Repatriation	Included
Repatriation of Remains	Included
Medical Escort	Included
Hospital of Choice	Included
Transportation of Children/Child	Included
Bedside Visit Transportation to Join You	Included
Political or Security Evacuation and Natural Disaster Evacuation	Up to \$150,000
<b>SECTION V Protection For Your Belongings Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects	Up to \$1,000
Musical Instruments and Musical Instruments Rental	Up to \$500
Passport, Visa or Other Travel Documents Replacement	Up to \$100
Credit Card charges and interest	Up to \$100
Per Article Limit	Up to \$250
Combined articles limit	Up to \$500
Baggage Delay 24 hours	Up to \$300
<b>SECTION VI Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical Expense	Up to \$50,000
Dental Expense sublimit	Up to \$750
<b>Optional Benefit(s)</b>	
We only cover You for the Optional Benefit(s) that You elect during the enrollment process, provided You paid the required additional premium and We or Our authorized representative received Your premium within the Time Sensitive Period.	
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## SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Eligibility for purchase of this policy will be determined at the time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this policy will be refunded. Coverage is only available for persons who are citizens or residents of the United States of America.

### Non-Refundable Provision

After the 14 day review period, the premium for this policy is non-refundable.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

#### **This is Your Effective Date and time for Trip Cancellation, Optional Cancellation For Any Reason:**

Coverage begins at 12:01 a.m. at Your location on the day after the date We or Our authorized representative receive the required premium to cover Your Trip.

**This is Your Effective Date and time for Trip Delay:** Coverage begins after You have traveled 50 miles or more from Your Primary Residence en route to join Your Trip.

**This is Your Effective Date and time for All Other Coverages:** Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Scheduled Destination) for Your Trip.

### When Coverage Ends:

**Trip Cancellation, Optional Cancel For Any Reason** coverage(s) automatically end on the earlier of:

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

**All Other Coverages:** Your coverage automatically ends on the earlier/est of:

1. the date You complete Your Trip;
2. the Scheduled Return Date;
3. Your arrival at Your Return Destination on a round Trip, or Your Scheduled Destination on a one-way Trip;
4. cancellation of Your Trip covered by this policy.

## SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

All coverages will be extended if Your entire Trip is covered by this policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled Return Destination or 7 days after the originally Scheduled Return Date.

### Medical Evacuation and Repatriation Extension

If You incur a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be

automatically extended until You are Medically Fit to Travel and transported to Your Primary Residence or You reached the Maximum Benefit Amount shown in the Schedule of Benefits.

### **Accident and Sickness Medical Expense Extension**

If You are Hospitalized due to a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, this benefit will be extended for an additional 7 days, or until You are released from the Hospital and Medically Fit to Travel, or You reached the Maximum Benefit Amount shown in the Schedule of Benefits, whichever is earlier, provided that Hospitalization goes beyond the date Your Coverage Ends.

## **SECTION IV TRAVEL ARRANGEMENT PROTECTION**

### **TRIP CANCELLATION**

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

1. Your, a Family Member's, a Traveling Companion's or Traveling Companion's Family Member's or Business Partner's or Business Partner's Family Member's, death that occurs before departure on Your Trip; or
2. Your, a Family Member's, a Traveling Companion's or Traveling Companion's Family Member's or Business Partner's or Business Partner's Family Member's, Sickness or Injury, that:
  - a. occurs before departure on Your Trip;
  - b. is examined and treated by a Physician prior to cancellation unless it is not reasonably possible to do so; and
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause You to cancel Your Trip;
3. You or Your Traveling Companion must cancel Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### **Other Covered Events** means:

1. You or Your Traveling Companion have Complications of Pregnancy, which is verified by medical records and occurs after the Effective Date of coverage;
2. You or Your Traveling Companion are suffering a Mental, Nervous or Psychological condition or disorders which require Hospitalization or Partial Hospitalization. Hospitalization or Partial Hospitalization must be for at least 1 or more days before Your Scheduled Trip. A Physician must certify the condition as preventing You or Your Traveling Companion from going on the Trip;
3. The Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including an Air Common Carrier, cruise line, tour operator, or other travel entity that causes a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Your Trip Cancellation benefit. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;
4. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination;
5. Due to a Natural Disaster, a mandatory evacuation is ordered or recommended by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination;

6. an unannounced Strike results in a complete cessation of services for at least 18 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You or Your Traveling Companion from reaching Your Scheduled Destination;
7. Inclement Weather that causes a: complete cessation of services for at least 18 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel;
8. Your or Your Traveling Companion's Primary Residence or Scheduled Destination are made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, or burglary;

Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Cancellation. A hurricane is foreseeable on the date it becomes a named storm.

9. You or Your Traveling Companion are hijacked or Quarantined;
10. You or Your Traveling Companion are subpoenaed, or served with a court order, or required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity;
11. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death;
12. a Terrorist Incident occurs before Your Trip: within 30 days of Your Scheduled Departure Date in a city listed on the scheduled itinerary of Your Trip;

Provided Your Travel Supplier (if applicable) did not offer a substitute itinerary. If an incident occurred in a city within 90 days prior to Your purchase of insurance, all other incidents in that same city are excluded.

13. Security Breach, Civil Disorder or Riot occurs for at least 18 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip;
14. a documented theft of Your passports or visas specifically required for Your Trip. A police report must substantiate the theft;
15. You or Your Traveling Companion are the victim of a Felonious Assault within 10 days prior to the Scheduled Departure Date;
16. a travel alert or travel warning for levels 4 and higher is issued for cities listed on Your itinerary after Your Effective Date for Trip Cancellation to a destination specifically listed on Your Itinerary. The travel alert/warning, etc. must occur within 30 days of the scheduled Departure Date.
17. Your parent or legal guardian, if You are a Child, is responsible financially for the Trip and:
  - a. Has an involuntary transfer of employment within the same organization of 250 or more miles which requires their Primary Residence to be relocated and You have to cancel Your Trip. Notification of the transfer must occur after the Effective Date of the Insured's Trip Cancellation Coverage.

This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;

18. You or Your Traveling Companion are a student (or are a parent of a student) or are employed either as a full-time teacher or other full-time employee at an elementary, middle or high school and are required to attend/cover an extended school year that falls during or beyond the Scheduled Departure Date. Notice of the extended school year must be provided after the Trip Cancellation Effective Date. School extensions due to extra-curricular, or athletic events or failing grades are not covered;
19. You or Your Traveling Companion are required to take an academic examination on a date that has been scheduled after Your Trip Cancellation Effective Date, and the date falls during Your Trip;
20. You or Your Traveling Companion are required to work during Your Trip. Vacation leave must have been already approved by You or Your Traveling Companion's employer and cancellation of vacation leave must occur after Your Trip Cancellation Effective Date. You or Your Traveling Companion must provide proof of requirement to work, such as a notarized statement signed by an officer of the employer. In the situation of self-employment, proof of self-employment with proof of Your or Your Traveling Companion's 1099 and a notarized statement confirming You or Your Traveling Companion are unable to travel due to Your or Your Traveling Companion's job obligations is required.



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

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

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

### **OPTIONAL CANCEL FOR ANY REASON**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits You paid for Your Trip, when You cancel Your Trip prior to departure for any reason not otherwise covered by this policy, provided the following conditions are met:

1. You purchase the Cancel for Any Reason Benefit within the Time Sensitive Period; and
2. You cancel Your Trip no later than 48 hours prior to the Scheduled Departure Date of Your Trip.

This Cancel for Any Reason Benefit does not cover penalties associated with any Travel Arrangements not provided by Retail Travel Supplier or the failure of Retail Travel Supplier to provide the bargained-for Travel Arrangements due to cessation of operations for any reason.

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

### **TRIP INTERRUPTION**

If You must start Your Trip late or are unable to complete Your Trip, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits paid for the land or water Travel Arrangements You purchased for Your Trip plus the Additional Transportation Cost paid to:

- a) join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements; or
- b) rejoin Your Trip from the point where You interrupted Your Trip to the next Scheduled Destination; or
- c) transport You to Your originally scheduled Return Destination of Your Trip;

The benefit payable for the above will not exceed the cost of a one-way economy airfare (or first or business class, if the original tickets were first or business class) by the most direct route less any refunds paid or payable for Your unused original tickets.

Trip Interruption must occur while coverage is in effect for You due to any of the following covered Unforeseen reasons, as defined:

1. Your, a Family Member's, or a Traveling Companion's, or a Traveling Companion's Family Member's, or a Business Partner's, or a Business Partner's Family Member's, death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, or a Traveling Companion's, or a Traveling Companion's Family Member's, or a Business Partner's, or a Business Partner's Family Member's, Sickness or Injury, that:
  - a) occurs while You are on Your Trip;
  - b) is examined and treated by a Physician prior to the time of interruption unless it is not reasonably possible to do so; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued participation on Your Trip.
3. You or Your Traveling Companion must interrupt Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. You or Your Traveling Companion have Complications of Pregnancy which is verified by medical records and occurs while You or Your Traveling Companion are on Your Trip;
2. mandatory evacuation ordered or recommended by local government authorities at Your Scheduled Destination due to a Natural Disaster which prevents You from traveling to/arriving at Your Scheduled Destination;
3. an unannounced Strike resulting in complete cessation of travel services for at least 18 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You or Your Traveling Companion from reaching Your Scheduled Destination or Return Destination;
4. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination or Return Destination;
5. Inclement Weather that causes a: complete cessation of services for at least 18 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel;
6. Your or Your Traveling Companion's Primary Residence or Scheduled Destination are made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster or burglary;

Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Interruption. A hurricane is foreseeable on the date it becomes a named storm.

7. You or You Traveling Companion are hijacked or Quarantined;
8. You or Your Traveling Companion are subpoenaed, or served with a court order, or required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity;
9. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death;
10. a Terrorist Incident that occurs during Your Trip:
  - a. in a city listed on the scheduled itinerary of Your Trip;
  - b. provided Your Travel Supplier (if applicable) did not offer a substitute itinerary.

Note: if an incident occurs in a city within 90 days prior to Your insurance purchase, all other incidents in that same city are excluded.

11. Security Breach, Civil Disorder or Riot occurs during Your Trip for at least 18 consecutive hours, which prevents You from arriving at or continuing onto Your Scheduled Destination as shown on Your itinerary;
12. a theft or loss of passports or travel documents or visas while on Your Trip, specifically required for Your Trip, which is substantiated by a police report;
13. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Trip;
14. A travel alert or travel warning for levels 4 and higher is issued, for cities listed on Your itinerary after Your Effective Date of Your Trip Interruption Coverage, to a Scheduled Destination specifically listed on Your Itinerary. The travel alert/warning, etc. must occur during Your scheduled Trip.
15. Your parent or legal guardian, if You are a Child, is responsible financially for the Trip and:
  - a. has an involuntary transfer of employment within the same organization of 250 or more miles which requires their Primary Residence to be relocated and You have to interrupt Your Trip. Notification of the transfer must occur while You are on Your Trip;

This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;

16. You or Your Traveling Companion are required to take an academic examination on a date that has been scheduled after the Effective Date of Trip Cancellation coverage, and the date falls during Your Trip;
17. You or Your Traveling Companion are required to work during the Trip. Vacation leave must have been already approved by Your or Your Traveling Companion's employer and cancellation of vacation leave must occur after the Trip Cancellation Effective Date. You or Your Traveling Companion must provide proof of requirement to work, such

as a notarized statement signed by an officer of the employer. In the situation of self-employment, proof of self-employment with proof of Your 1099 and a notarized statement confirming that You or Your Traveling Companion are unable to travel due to Your or Your Travel Companion's job obligations is required;

18. cancellation of a scheduled event while You are on Your Trip provided attendance at event was the primary reason for Your Trip and the duration of Your Trip does not exceed 48 hours before or 48 hours after such an event;
19. Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including an Air Common Carrier, cruise line, tour operator, or other travel entity that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Trip Interruption. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your Scheduled Destination.

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

### **Additional Trip Interruption**

1. If You must interrupt Your Trip because Your Traveling Companion is Hospitalized and must remain Hospitalized due to a covered Injury or Sickness for at least 1 days during Your Trip, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Reasonable Expenses incurred by You to remain with Your Traveling Companion after Your Scheduled Return Date.

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

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

### **TRIP DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Reasonable Additional Expenses, You incur, if You are delayed for 6 consecutive hours or more while en route to or from, or during the course of Your Trip, for one of the covered Unforeseen reasons:

1. You or Your Traveling Companion are not directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be substantiated by a police report;
2. Common Carrier delay (the delay must be documented by the Common Carrier);
3. a theft or loss of passports or visas specifically required for Your Trip substantiated by a police report or the copy of the request for a new passport, or visas;
4. You are hijacked or Quarantined;
5. An unannounced Strike resulting in a complete cessation of services of the Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
6. Inclement Weather that causes a: delay which prevents You from reaching Your Scheduled Trip Departure City;
7. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination is issued which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination.
8. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 6 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip.

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

## **SINGLE SUPPLEMENT**

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

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

## **MISSED TRIP CONNECTION**

If You miss Your Trip departure because Your arrival at Your Trip destination is delayed for at least 3 consecutive hours, due to:

1. any delay, cancellation or mechanical breakdown of regularly scheduled Common Carrier, must be documented by the Common Carrier;
2. Inclement Weather that is documented;
3. Quarantine, hijacking, Strike, Natural Disaster, terrorism or Civil Disorder or Riot;

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

1. Reasonable Additional Expenses; and
2. Additional Transportation Cost incurred by You to join the departed Trip; and
3. unused, forfeited, prepaid non-refundable Payments or Deposits paid for the land or water Travel Arrangements You purchased for Your Trip.

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

## **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a Sickness, Injury, or loss of life, during Your Trip, for the following:

### **Emergency Medical Evacuation**

We will pay for the Usual and Customary transportation expenses for an Emergency Medical Evacuation, to the nearest suitable Hospital or medical facility where Medically Necessary treatment is available to treat an Unforeseen Sickness or Injury provided:

1. the local attending Physician and Our designated Travel Assistance Services Provider determine that Your condition is acute, severe or life threatening; and
2. that adequate Medically Necessary treatment is not available in Your immediate area.

### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return You to Your point of origin, Your Primary Residence, or to a Hospital of Choice or medical facility closest to Your Primary Residence capable of providing continued treatment, if Your local attending Physician and Our designated Travel Assistance Services Provider determine that it is Medically Necessary.

We will pay for one of the following methods of transportation, as pre-approved (prior to the evacuation) and arranged by Us or Our designated Travel Assistance Services Provider:

- a. one-way economy transportation;
- b. commercial air upgrade to business or first class, less refunds from Your unused transportation tickets;
- c. other covered land or air transportation including, but not limited to, commercial stretcher, Medical Escort, or the contracted charges for air ambulance.

Transportation must be via the most direct, efficient and economical method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, Your Common Carrier tickets will be used.

We will also pay a benefit for Usual and Customary expenses incurred for a Medical Escort's transportation and accommodations if an onsite attending Physician recommends in writing that a Medical Escort accompany You.

**Medical Escort** means a medically trained professional who is approved by Us or Our designated Travel Assistance Services Provider, and is contracted to accompany and provide medical care to a sick or injured person while they are being transported.

**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your Primary Residence. The maximum amount payable is limited to the cost of transportation to Your Primary Residence.

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of Primary Residence or Your origination point or to the place of burial in the United States of America if You die during Your Trip.

Repatriation Expenses means:

- a) embalming or local cremation; and
- b) associated temporary storage costs for up to 30 days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains;
- c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to: 1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States; and
- d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

Transportation expenses for the Emergency Medical Evacuation and Medical Repatriation must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider.

In the event that Your Injury or Sickness prevents for You to obtain prior authorization of the Emergency Medical Evacuation, Medical Repatriation, or Repatriation of Remains, You must make all efforts to notify Us or Our designated Travel Assistance Services Provider as soon as reasonably possible.

In the event You have not contacted Us or Our designated Travel Assistance Services Provider to arrange for Emergency Medical Evacuation, Medical Repatriation, or Repatriation of Remains, benefits will be limited to the amount We would have paid had We or Our designated Travel Assistance Services Provider been contacted and related services pre-approved.

**Transportation of Children/Child:** If You die or are Hospitalized for more than 7 consecutive days following an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their

Primary Residence or to Your residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than 7 consecutive days following an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation is not imminent.

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

## **POLITICAL OR SECURITY EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Political or Security Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Political or Security Event and while traveling outside Your Home Country.

The Political or Security Evacuation must occur within 14 days of the Political or Security Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with Your health and safety.

Following the Political or Security Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return You to one of the following locations as chosen by You:

- a. back to Your point of origin for Your Trip; or
- b. to the Nearest Place of Safety necessary to ensure Your safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

## **POLITICAL OR SECURITY EVACUATION COVERAGE DEFINITIONS**

**Political or Security Evacuation** means Your extraction from or within the Host Country due to a Political or Security Event that results in You being placed in imminent physical danger.

**Political or Security Event** means:

1. civil, military or political unrest for which a formal written recommendation from the appropriate local government authorities, or the U.S. State Department, for You to leave a country is issued;
2. You being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

## **POLITICAL OR SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We will not pay any costs or expenses arising from:
  - a. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - b. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - c. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - d. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due

to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

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

### **NATURAL DISASTER EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Natural Disaster Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Natural Disaster Event and while traveling outside Your Home Country.

The Natural Disaster Evacuation must occur within 14 days of the Natural Disaster Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with Your health and safety.

Following the Natural Disaster Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return You to one of the following locations as chosen by You:

- a. back to Your point of origin for Your Trip; or
- b. to the Nearest Place of Safety necessary to ensure Yours safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

### **NATURAL DISASTER EVACUATION COVERAGE DEFINITIONS**

**Natural Disaster Evacuation** means Your extraction from or within the Host Country due to a Natural Disaster Event that results in You being placed in imminent physical danger.

**Natural Disaster Event** results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate local government authorities of the Host Country, and the area is deemed to be Uninhabitable or dangerous.

### **NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We will not pay any costs or expenses arising from:
  - a. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - b. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - c. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - d. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

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

## **SECTION V PROTECTION FOR YOUR BELONGINGS**

### **BAGGAGE AND PERSONAL EFFECTS**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Baggage and Personal Effects, which are lost, stolen, damaged or destroyed during Your Trip or while checked with a Common Carrier less any amount paid or payable by a Common Carrier, hotel, Travel Supplier or any other party responsible for Your loss, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for fees associated with the replacement of Your passport, visas and other travel documents which are lost, stolen, damaged or destroyed during Your Trip and for charges and interest incurred due to unauthorized use or replacement of Your lost or stolen credit cards if such use or loss occurs during Your Trip, subject to verification that You have complied with all conditions of the credit card company.

#### **Valuation and Payment of Loss:**

the lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us; or
- b. the cost to repair or replace the item with material of a like kind and quality.

not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

#### **Items subject to Special Limitations**

The following items are subject to the maximum combined amount(s) shown in the Schedule of Benefits: jewelry, precious or semi-precious gems, decorative or personal articles consisting in whole or in part of silver, gold, or platinum, watches, furs or articles trimmed with fur, cameras and camera equipment, computers, and other digital or electronic equipment or media

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

#### **MUSICAL INSTRUMENT**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to replace Your musical instrument, if lost, stolen, damaged or destroyed during Your Trip.

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

#### **MUSICAL INSTRUMENT RENTAL**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the reasonable cost of renting a musical instrument, if Your property is lost, stolen, damaged, destroyed or delayed by an Air Common Carrier for 6 or more hours during Your Trip.

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

### **BAGGAGE DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by You while on Your Trip, if Your checked Baggage is delayed or misdirected by a Common Carrier for at least 24 consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.



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

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

**EXCLUSIONS AND LIMITATIONS apply to Baggage and Personal Effects, Musical Instruments, Baggage Delay, and Musical Instruments Equipment Rental:**

We will not provide benefits for any loss or damage for the following items:

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

**Losses not covered:**

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

- a. breakage of brittle or fragile articles (except musical instruments);
- b. wear and tear or gradual deterioration;
- c. confiscation or appropriation by order of any government or custom's rule;
- d. theft or pilferage while left in any unlocked or unattended vehicle;
- e. property illegally acquired, kept, stored or transported;
- f. Your negligent acts or omissions;
- g. property shipped as freight or shipped prior to the Scheduled Departure Date;
- h. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

## **SECTION VI TRAVEL INSURANCE BENEFITS**

### **EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**

Benefits will be paid for Medical Expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

- a. Sickness must first commence or manifest itself and Injury must first occur while on Your Trip (of a duration of 180 days or less for Sickness);
- b. only Medical Expenses incurred by You during Your Trip (of a duration of 180 days or less for Sickness) will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

**Medical Expenses** means expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended by Your attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from Your Injury or Sickness;
3. emergency dental treatment incurred during Your Trip due to an Accidental Injury to natural teeth. Dental expenses incurred after Your Trip is completed are not covered;
4. local transportation expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Trip.

**Advance Payment:** If You require admission to a Hospital or treatment at a clinic, Our designated Travel Assistance Services Provider will arrange advance payment (directly to the provider) necessary for Your admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided You agree to reimburse Us if it is determined that Your Medical Expense claim is not covered.

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

## SECTION VII GENERAL DEFINITIONS

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

**Actual Cash Value** means current replacement cost of such item of like kind and quality.

**Accommodation(s)** means any establishment used for the purposes of temporary, overnight lodging such as apartment, condominium, or other vacation or timeshare residential unit(s).

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

**Adventure or Extreme Activities** means B.A.S.E. jumping, bull riding, running of the bulls, free diving, bungee jumping, hot air ballooning, parachuting, skydiving, cliff diving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, bodily contact sports, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, multi-sport endurance competitions, parkour, scuba diving if the depth exceeds 131 feet (40 meters) and any activity materially similar to the above.

**Air Common Carrier** means an air conveyance operated under a license for the transportation of passengers for hire.

**Baggage and Personal Effects** means luggage and personal possessions taken by You on Your Trip, whether owned, borrowed, or rented.

**Business Partner** means a person who is: (1) involved with You in a legal partnership; and (2) actively involved in the daily management of the business.

**Children/Child** means a person:

1. under age of 17 and primarily dependent on You for support and maintenance; or
2. who is at least age seventeen (17) but less than age twenty-six (26) and primarily dependent on You for support and maintenance.

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

**Civil Disorder or Riot** means a public disturbance by a person or persons acting in revolt, coup, rebellion or resistance against an established government or civil authority or involvement in acts of violence that causes immediate danger, damage, or injury to others or their property.

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

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 10 months:

- a) resides with You;
- b) shares financial assets and obligations with You;
- c) is not related by blood or adoption to You to a degree of closeness that would prohibit a legal marriage;
- d) neither You nor domestic partner is married to anyone else, nor has any other domestic partner.

We may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership or whatever documentation as required by the state in which You reside.

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this policy.

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

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

- a) Spouse, Domestic Partner;
- b) Children, children-in-law, step-children, foster children, ward or legal ward;
- c) Siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- e) grandparents, grandchildren;
- f) aunts or uncles;
- g) nieces or nephews.

**Felonious Assault** means an act of violence against You or Your Traveling Companion, which requires medical treatment in a Hospital, and is substantiated by a police report.

**Financial Default or Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition or the total cessation or complete suspension of operations following the filing of a bankruptcy

petition, whether voluntary or involuntary by an airline, cruise line, tour operator or other travel provider provided the Financial Default or Financial Insolvency occurs more than 14 days following Your Effective Date for Your Trip Cancellation Benefits.

**Home Country** means the country or territory of residence or Your citizenship as shown on Your passport. If You have dual citizenship, for the purposes of this benefit, Your Home Country is the country of the passport You used to enter the Host Country, while covered under this policy.

**Hospital** means a facility that:

- a. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- b. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- c. is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility;

**Hospitalized or Hospitalization** means admitted to a Hospital overnight or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

**Host Country** means a country or territory You are visiting or in which You are living which is not Your Home Country, other than an excluded country, while covered under this policy.

**Host at Scheduled Destination** means the person with whom You are sharing prearranged overnight Accommodations in the host's home or has made previous arrangements to stay at the host's personal residence during Your Trip.

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier or causes closure of public roadways by local or government authorities.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this policy is in force and resulting directly and independently of all other causes of loss covered by this policy. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

**You, Your** means the person that is scheduled to participate on a Trip; for whom any required enrollment has been completed and the required premium has been paid.

**Medically Fit to Travel** means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Trip, You are medically able to travel.

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

- a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- b) meets generally accepted standards of medical practice;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, pitons, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

**Natural Disaster** means a flood, tsunami, cyclone, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, named winter storm, severe hail storm, fire, wildfire or blizzard; all of which are due to natural causes.

**Nearest Place of Safety** means a location determined by Us or Our designated Travel Assistance Services Provider where:

- a) You can be presumed safe from the Occurrence that precipitated Your security evacuation; and
- b) You have access to transportation to Your Home Country; and
- c) You have the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which You find Yourself while covered by this policy:

- a. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
- b. political or military events or Civil Disorder or Riot involving a Host Country, if the government authorities in Your Home Country or in the Host Country issue an advisory stating that citizens of Your Home Country or citizens of the Host Country should leave the Host Country;
- c. Natural Disaster within 7 days of an event;

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**Partial Hospitalization** means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient's functional level and prevent relapse or full hospitalization. Partial Hospitalization programs are usually furnished by a Hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**Physician** means a licensed practitioner of medical, surgical, dental services acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You, a Traveling Companion, a Family Member, or a Business Partner.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner, or Family Member:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this policy.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Quarantined** means You or Your Traveling Companion are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to You or Your Traveling Companion either having, or being suspected of having an contagious disease, infection or contamination.

**Reasonable Additional Expenses** means reasonable expenses for meals, essential telephone calls, local transportation, and lodging which are necessarily incurred as the result of a Common Carrier or Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

**Related Costs** means food, lodging and if necessary, physical protection for You during the transport to the Nearest Place of Safety.

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

**Return Destination** means Your final destination as shown in the enrollment, itinerary or other travel documents and the place to which You expect to return from Your Trip.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the enrollment, itinerary or other travel documents where You expect to travel to on Your Trip other than Return Destination.

**Scheduled Return Date** means the date on which You are scheduled to return to the point where Your Trip started or to a different specified Return Destination.

**Scheduled Trip Departure City** means the city from which You are originally scheduled to depart on the Trip.

**Security Breach** means any incident involving unauthorized and uncontrolled access by an individual or prohibited item into a sterile area or secured area of an airport that is determined by TSA or other airport security officials to present an immediate danger.

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Sickness does not include any Mental, Nervous or Psychological, Condition or Disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation. Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

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

**Strike** means a labor disagreement resulting in a stoppage of work which:

- a) is unannounced and unpublished at time this policy is purchased;
- b) is organized, and legally sanctioned by a labor union or other organized association of workers, in a trade or profession, formed to protect and further their rights and interests; and
- c) interferes with the normal departure and arrival of a Common Carrier.

**Tarmac Delay** means the holding of an aircraft on the ground either before taking off after gate departure or after landing with no opportunity for its passengers to deplane.

**Terrorist Incident** means an act of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

**Third Party(ies)** means any person, corporation or other entity (except You, Rental Property and Us).

**Time Sensitive Period** means insurance must be purchased within 14 days of the date Your initial Payments or Deposits for Your Trip is received.

**Travel Arrangements** means: (a) transportation; (b) Accommodations; and (c) other specified services arranged for Your Trip by Your Travel Supplier. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip departure and return cities, provided the dates of travel for the air flights are within 7 total days of the scheduled Trip dates.

**Travel Assistance Services Provider** means the Assistance Company as listed within the Description of Coverage.

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will share accommodations with You in the same room, cabin, condominium unit, apartment unit or other lodging. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

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

**Trip** means a scheduled Trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**Trip Cost** means the amount You paid for Your Travel Arrangements.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

**Uninhabitable** means:

- (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; or
- (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or
- (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or
- (4) the property is without electric gas, sewer service or water; or
- (5) local government authorities have issued a mandatory evacuation; or
- (6) the destination is inaccessible by the mode of transportation as shown on the travel documents or itinerary.

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

## SECTION VIII EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You, Your Traveling Companion, or Family Member scheduled and booked to travel with You.

### **The following exclusion(s) appl(y)(ies) to the Trip Cancellation and Trip Interruption.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. a Pre-Existing Medical Condition, as defined in the policy.

### **The following exclusions apply to the Medical Expense benefits.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advice;
3. Elective Treatment and Procedures;
4. Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption or elective abortion;
5. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the policy is in effect;
6. Your participation in Adventure or Extreme Activities, riding or driving in any races, or participation in speed or endurance competition or events, except as a spectator;
7. Your participation in an organized athletic or sporting competition, contest, or stunt under contract in exchange for an agreed-upon salary or compensation. This does not include athletes participating in exchange for a scholarship or tuition.

### **In addition to any applicable benefit-specific exclusion, the following general exclusions apply to all losses and all benefits.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane;
2. being under the influence of drugs or narcotics, unless administered upon the advice of a Physician as prescribed;
3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the policy specifically provides otherwise;
5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner;
6. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. a loss or damage caused by detention, confiscation or destruction by customs.



## PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- a. Your premium for this policy and enrollment form is received within the Time Sensitive Period; and
- b. You are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

## SECTION IX PREMIUMS

**PREMIUMS:** Coverage is not effective unless all premium due has been paid prior to the date of loss. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid indirect proportion of the actual amount paid to the required premium due.

## SECTION X CLAIMS PROCEDURES

**Your duties in the event of a loss:**

**For Trip Cancellation, Optional Cancellation For Any Reason, and Trip Interruption** You must:

Immediately, or as soon as possible, call Your Travel Supplier and the program administrator to report Your cancellation or interruption to avoid non-covered charges due to late reporting.

If the Insured is prevented from taking their Trip as scheduled due to Sickness or Injury, the Insured should obtain medical care immediately. We require an examination and treatment by a Physician prior to cancellation or interruption. Provide all unused transportation tickets, official receipts, etc.

**For Trip Delay or Missed Trip Connection** You must obtain any specific dated documentation, which provides proof of the reason for delay or missed connection (airline or cruise line forms, medical statements, etc.). Submit this documentation along with Your trip itinerary and all receipts for additional expenses incurred.

**For Medical Expenses** You must:

1. provide Us with all receipts from the provider of services and reports for medical and/or dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment.

**For Baggage and Personal Effects**

In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects, You must:

1. report theft losses to police or other local authorities as soon as possible and obtain their written report of Your loss;
2. report the baggage delay to the Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items;
3. take reasonable steps to protect Your Baggage and Personal Effects;
4. allow Us to examine the damaged Baggage and Personal Effects and/or We may require the damaged item to be sent in the event of payment;
5. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged.

## SECTION XI HOW TO FILE A CLAIM

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

**Claim Forms:** When notice of claim is received by Us or Our authorized representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide Us with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

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

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

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

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

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

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

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

## SECTION XII GENERAL PROVISIONS

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. You are over the age of majority and legally competent may change Your beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing Us or Our administrator with a written request for change. When the request is received, whether You are then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it prior to receipt of the request.

**Clerical Error:** We or Our authorized representative may make a clerical error in keeping the data. If so, when the error is found, the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

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

**Conformity with Statute:** Terms of this policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.

**Data Needed:** We or Our authorized representative will keep a record of all the data needed to compute premium and carry out the terms of this policy. We may examine such data at any reasonable time.

**Economic or Trade Sanctions:** Any payments under this policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this policy. For more information, You may consult the OFAC internet website at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

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

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

**Limit on Agent's Authority:** No agent may change or waive any provisions of this policy. Our office must approve any change or waiver in writing.

**Misstatement of Age:** If premiums are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits for which You are insured are based on age and You have misstated Your age, there will be an adjustment of said benefit based on Your true age. We may require satisfactory proof of age before paying any claim.

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

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

**Primary Insurance:** The insurance provided by this policy for all benefits except Political or Security Evacuation and Natural Disaster Evacuation will be paid on a primary basis, regardless of any other coverage. We will pay the applicable eligible benefit, subject to any Deductible amount. We will pay first but reserve the right to recover from any other insurance carrier with which You may be covered. We will pay the claim first then seek to recover any payments made by a Third Party.

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

**Termination of This Policy:** Termination of this policy will not affect a claim for loss, which occurs after You pay the premium and while the policy is in force.

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

## AMENDATORY ENDORSEMENTS

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

### ALASKA

The policy is hereby amended for Alaska as follows:

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

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

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

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

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

3. When included, the definition for "Usual and Customary" is hereby void and shall have no effect. All uses of the term throughout the policy, and any form attached thereto, are void and shall have no effect.
4. When included, the general exclusion that provides "activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage" is hereby deleted and replaced as follows:
  3. activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of marijuana, illegal drugs or substances are excluded from coverage. Activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of alcohol are also excluded from coverage if such possession, production, processing or sale of alcohol is illegal in the state or jurisdiction where You are located at the time of the incident; or if the use of alcohol either: 1.) is illegal in the state or jurisdiction where You are located at the time of the incident, or 2.) causes You to become Intoxicated. For purposes of this exclusion, "Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident;
5. When "Natural Disaster Evacuation" coverage is included, the definition of "Natural Disaster Evacuation," located within that coverage, is hereby deleted and replaced as follows:

**Natural Disaster Evacuation** means Your extraction from or within the Host Country due to a Natural Disaster Event that results in You being placed in imminent physical danger.

6. When included, the “Natural Disaster Coverage Conditions and Limitations,” located within the “Natural Disaster Evacuation” coverage, are hereby deleted and replaced as follows:

#### **NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any valid and collectible primary insurance, recoverable under all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis or that is recoverable through an employer;
3. We will not pay any costs or expenses arising from:
  - a. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - b. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - c. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - d. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (especially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

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#### **ARKANSAS**

The policy is hereby amended for Arkansas as follows:

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

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

2. The **Subrogation** provisions appearing in **General Provisions** are amended to include this sentence at the end of the provisions (whenever either provision is included):

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

T7000I-AE.AR

#### **CALIFORNIA**

The policy is hereby amended for California as follows:

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

A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Coverage is only available for persons who are a citizen or resident of the United States of America.

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

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

- (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.
- (d) Either of the following:
  - (i) Both persons are members of the same sex.
  - (ii) One or both persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
- (e) Both persons are capable of consenting to the domestic partnership.

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

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

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

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

- a) required to treat an Injury or Sickness;
- b) meets generally accepted standards of medical practice where the service is rendered;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

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

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

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

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

7. The 1<sup>st</sup> sentence of the **Trip Cancellation and Trip Interruption** provision in the Exclusions and Limitations section is deleted and replaced the following:

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

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

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

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

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

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

T70001P-AE-CA

## COLORADO

The policy is hereby amended for Colorado Residents as follows:

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

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

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

**Notice of Claim:** Written notice for a claim brought under the policy must be reported to Us or Our authorized representative within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice at Us or Our authorized representative at Our administrative office. The notice should include sufficient information to identify You.

3. The "Disagreement Over Size of Loss" provision in the "How to File a Claim" section of the policy is hereby void and shall have no effect.
4. The "Concealment and Misrepresentation" provision in the "General Provisions" section of the policy is hereby deleted and replaced with the following:

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

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You;

T70001-AE.CO

## CONNECTICUT

The policy is hereby amended for Connecticut as follows:

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

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

for the loss, as permitted by law.

2. In the **EXCLUSIONS AND LIMITATIONS** section, the general exclusion regarding suicide, which is applicable to all losses and all benefits, is deleted and revised as follows:
  1. suicide, attempted suicide or any intentionally self-inflicted injury of You or a Family Member (Family Member does not include Your Spouse, child(ren), or other dependent relative who resides in Your household.), while sane or insane;

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## **DISTRICT OF COLUMBIA**

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

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

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

T7000I-AE.DC

## **FLORIDA**

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

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

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

T7000I-AE.FL

## **GEORGIA**

The policy is hereby amended for Georgia as follows:

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

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

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



2. The following provision is hereby added:

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

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

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

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## IDAHO

The policy is hereby amended for Idaho as follows:

1. The following is hereby added to the policy:

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

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

1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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

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

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

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

**Elective Abortion** means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.

5. If included, the exclusion concerning “Your participation in Adventure or Extreme Activities, riding or driving in any races, or participation in speed or endurance competition or events, except as a spectator” that applies to Medical Expense benefits only is hereby deleted and replaced with the following:

6. Your participation as a professional: in Adventure or Extreme Activities, riding or driving in any races, or in speed or endurance competition or events;

6. If the definition of "Complications of Pregnancy" is included in the policy, this definition is deleted and replaced with the following:

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section (includes all cesarean sections for purposes of Section VI Travel Insurance Benefit(s) and all provisions that effect those coverages), ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

T7000I-AE.ID

## KANSAS

The policy is hereby amended for Kansas as follows:

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

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

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

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

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

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

### **Time of Payments of Claims:**

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

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

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that

right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

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

6. If included, the following exclusion “Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption or elective abortion,” which applies only to the Medical Expense benefits, is hereby deleted.
7. The following exclusion is hereby added to the list of general exclusions:

Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption or elective abortion. However, normal pregnancy or childbirth shall not be excluded from the coverages included within “Section VI Travel Insurance Benefits”.

T7000I-AE.KS

## LOUISIANA

The policy is hereby amended for Louisiana as follows:

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

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

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

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

3. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.
4. If included, the “Subrogation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right, provided You have been made whole. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss, provided You have already been made whole for that loss. The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

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

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

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

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

- a) Spouse;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- e) grandparents, grandchildren;
- f) aunts or uncles;
- g) nieces or nephews.

T7000I-AE.LA

## MAINE

The policy is hereby amended for Maine as follows:

- 1. Any and all references to “Usual and Customary” within the policy and any attachment thereto are hereby void and shall have no effect.
- 2. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

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

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

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

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

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

- A. Nonpayment of premium;
- B. Fraud or material misrepresentation made by You or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- C. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- D. Failure to comply with reasonable loss control recommendations;
- E. Substantial breach of contractual duties, conditions or warranties; or
- F. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company’s solvency or will place Us in violation of the insurance laws of this State or any other state.

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

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

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Sickness does not include any Mental, Nervous or Psychological, Condition or Disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation. Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

Notwithstanding the foregoing, for purposes of the Accident & Sickness Medical Expense Benefit only, Sickness shall be defined as Your illness or disease.

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

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

T7000I-AE.ME

## MICHIGAN

The policy is hereby amended for Michigan as follows:

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

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

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

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

3. When included, the "Political or Security Evacuation Coverage Conditions and Limitations," located within the "Political or Security Evacuation" coverage, are hereby revised to read as follows:

### POLITICAL OR SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;

3. We will not pay any costs or expenses arising from:
  - a. We will not pay for any loss or expense arising from or attributable to: a) (i.) fraudulent or (ii.) criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - b. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - c. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - d. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.
4. When included, "Natural Disaster Evacuation Coverage Conditions and Limitations," located within the "Natural Disaster Evacuation" coverage, are hereby revised to read as follows:

#### **NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We will not pay any costs or expenses arising from:
  - a. We will not pay for any loss or expense arising from or attributable to: a) (i.) fraudulent or (ii.) criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - b. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - c. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - d. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

T7000I-AE.MI

#### **MINNESOTA**

The policy is hereby amended for Minnesota as follows:

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

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

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

**Concealment and Misrepresentation:** We will void the entire coverage if there was material misrepresentation, material omission, or fraud made by You or with Your knowledge in obtaining the policy or in pursuing a claim under the policy. No oral or written misrepresentation made by You, or in Your behalf, in the negotiation of insurance, shall

be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

3. The following is added as an additional paragraph to the **Subrogation** provisions in the **General Provisions** section (whenever either provision is included):

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

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

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

T7000I-AE.MN

## NORTH DAKOTA

The policy is hereby amended for North Dakota as follows:

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

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

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

5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence and all innocent coinsureds are still eligible to have their loss or losses covered under the policy;

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

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

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

T7000I-AE.ND

## NEVADA

The policy is hereby amended for Nevada as follows:

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

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

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

T7000I-AE.NV

## OKLAHOMA

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

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

T7000I-AE.OK

## RHODE ISLAND

The policy is hereby amended for Rhode Island as follows:

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

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

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

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

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

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

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

- a) Spouse, including a civil union partner, Domestic Partner;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- e) grandparents, grandchildren;
- f) aunts or uncles;
- g) nieces or nephews.



T7000I-AE.RI

## **SOUTH CAROLINA**

The policy is hereby amended for South Carolina as follows:

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

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

T7000I-AE.SC

## **SOUTH DAKOTA**

The policy is hereby amended for South Dakota as follows:

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

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

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

T7000I-AE.SD Rev 7.30.2020

## **TENNESSEE**

The policy is hereby amended for Tennessee as follows:

1. The "Pre-Existing Medical Condition" definition of the "Definitions" section of the policy is hereby deleted and replaced with the following:

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You, Your Traveling Companion, Business Partner, or Family Member:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this policy.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

2. The “**ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**” provision in the “Travel Insurance Benefits” section of the policy is hereby deleted and replaced with the following:

Benefits will be paid for Medical Expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

- a. Sickness must occur and Injury must occur while on Your Trip (of a duration of 180 days or less for Sickness);
- b. only Medical Expenses incurred by You during Your Trip (of a duration of 180 days or less for Sickness) will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

3. The “Children/Child” definition in the “General Definitions” section of the policy is hereby deleted and replaced with the following:

**Children/Child** means a person:

1. under age of 17 and primarily dependent on You for support and maintenance; or
2. who is at least age seventeen (17) but less than age twenty-six (26) unmarried and dependent upon You for support and maintenance.

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of intellectual or physical incapacity.

4. The “Notice of Claim” provision in “How To File A Claim” section of the policy is hereby deleted and replaced with the following:

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You.

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide Us with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

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

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

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

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

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You

shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

T7000IP-A&H-AE.TN

## TEXAS

The policy is hereby amended for Texas as follows:

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

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

2. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.
3. The “Proof of Loss” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

**Proof of Loss:** Proof of loss must be provided within 90 days of the date that We request proof of loss to be provided. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide Us with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

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

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

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

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

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

T7000I-AE.TX

## UTAH

The policy is hereby amended for Utah as follows:

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

following sentence at the end of the provision:

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

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

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

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

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

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

Notwithstanding anything to the contrary, for purposes of the coverages included within “Section VI Travel Insurance Benefits” only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 180-day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 180-day period preceding the effective date of the coverage.

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

#### **Pre-Existing Condition Limitation**

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

Pre-Existing Medical Condition means an illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You, Your Traveling Companion, Business Partner, or Family Member:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this policy.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

Notwithstanding anything to the contrary, for purposes of the coverages included within “Section VI Travel Insurance Benefits” only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 180-day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 180-day period preceding the effective date of the coverage.

8. The general exclusion which begins with “the commission of or attempt to commit a felony or being engaged in an illegal occupation” is hereby deleted and replaced with the following:

5. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation;

T7000I-AE.UT

## VERMONT

The policy is hereby amended for Vermont as follows:

1. The **Pre-Existing Medical Condition** as defined in the **General Definitions** provision is deleted and replaced as follows:

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this policy.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

2. **Sickness** as defined in the **General Definitions** provision is deleted and replaced as follows:

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Sickness includes any mental disorder as defined by the American Psychiatric Association DSM-5, or its current equivalent that is diagnosed or treated by a properly qualified medical professional.

3. The **Disagreement Over Size of Loss** section of **How to File a Claim** provision is void and will have no effect.

4. The **Concealment and Misrepresentation** provision under **General Provisions** is deleted and replaced as follows:

**Fraud and Material Misrepresentation:** The entire coverage will be void if the policy was obtained through fraud or material misrepresentation. The policy may be cancelled and the claim may be denied for fraud or material misrepresentation in the presentation of a claim.

5. The **Conformity with Statute** provision under **General Provisions** is deleted and replaced as follows:

**Conformity with Statute:** Any provision of the policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the policy.

6. The **Physician Examination and Autopsy** provision under **General Provisions** is deleted and replaced as follows:

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense), unless the law or your religion forbids it.

7. Whenever the term Spouse is used throughout the policy, or in any document attached to the policy, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Vermont law. Any Family Member brought within the scope of the policy as a result of Your marriage is also brought within the scope of the policy by Your civil union under Vermont law.

8. The following is hereby added to the policy:

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

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## WISCONSIN

The policy is hereby amended for Wisconsin as follows:

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

T7000I-AE.WI

## WYOMING

The policy is hereby amended for Wyoming as follows:

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

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

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

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

**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 4 years from the time written Proof of Loss is required to be furnished.

T7000I-AE.WY

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

Signed for United States Fire Insurance Company By:



Marc J. Adey  
Chairman and CEO



Michael P. McTigue  
Secretary

## **ARKANSAS NOTICE**

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

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

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

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

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

Travel Insured International  
855 Winding Brook Drive  
Glastonbury, CT 06033  
1-855-752-8303

## **MARYLAND NOTICE**

If you are covered under a plan issued in Maryland, you can file a complaint by contacting the Maryland Insurance Administration at 800.492.6116 or 410.468.2340 or by submitting an on-line complaint from the website at [www.insurance.maryland.gov](http://www.insurance.maryland.gov) [[insurance.maryland.gov](http://www.insurance.maryland.gov)]

## Have a complaint or need help?

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

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

### United States Fire Insurance Company

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

**Call: Complaint Department at 732-676-9800**

**Toll-free: 1-800-392-1970**

Email: [AHComplaintHandling@cfins.com](mailto:AHComplaintHandling@cfins.com)

Mail: United States Fire Insurance Company  
Complaint Department  
c/o Crum & Forster  
5 Christopher Way  
Eatontown, NJ 07724

### The Texas Department of Insurance

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

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

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

## ¿Tiene una queja o necesita ayuda?

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

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

### United States Fire Insurance Company

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

**Llame a Complaint Department al 732-676-9800**

**Teléfono gratuito: 1-800-392-1970**

Correo electrónico: [AHComplaintHandling@cfins.com](mailto:AHComplaintHandling@cfins.com)

Dirección postal: United States Fire Insurance Company  
Complaint Department  
c/o Crum & Forster  
5 Christopher Way  
Eatontown, NJ 07724

### El Departamento de Seguros de Texas

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

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

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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



## PRIVACY NOTICE

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "The Company") values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

### **Your privacy is our concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

### **What kind of information do we collect about you and from whom?**

We obtain most of our Information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

### **What do we do with the information collected about you?**

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

### **To whom do we disclose information about you?**

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

## **About Our Websites**

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

***Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.***

## **How to contact us**

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department  
305 Madison Avenue  
Morristown, NJ 07960  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

## **Changes to this Privacy Notice**

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

## **For California Residents Only:**

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

**The right** to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

**The right** to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

**The right** to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to <http://www.cfins.com/request-to-know-california-residents/> or call 1.844.254.5754
- If you would like to make a Request to Delete, <http://www.cfins.com/request-to-delete-california-residents/> or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:  
Crum & Forster Legal Department  
PO Box 1973  
305 Madison Avenue  
Morristown, NJ 07962  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at <http://www.cfins.com/terms/>.

January 2020