

**INDIVIDUAL TRAVEL INSURANCE POLICY**

**Vacation Assure**

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.

**30 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this policy within 30 days from the date of purchase 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

No benefits will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

<b>SECTION IV Travel Arrangement Protection Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Trip Cancellation	100% of non-refundable insured Trip Cost up to a maximum of \$50,000
Ancillary Trip Cancellation Timeshare cancellation	Included under the Trip Cancellation benefit maximum
Trip Interruption	100% of non-refundable insured Trip Cost up to a maximum of \$50,000
Trip Delay (4 hours)	up to \$500 per day to a maximum of \$3,000
Member Reward	up to \$300
Single Supplement	Included
Rental Car Damage and Theft Coverage	up to \$35,000
Vehicle Return	up to \$1,000
Missed Trip Connection	up to \$2,000
Travel Inconvenience Closed Attractions Beach Closure Flight Diversion Cruise Diversion River Cruise Diversion Rental Car Breakdown Bed Rest	up to \$500 per Trip
Pet Kennel	up to \$300
Pet or Service Animal Return	up to \$300
Quarantine Kenneling Expense	up to \$200
Rental Property Damage Liability	up to \$3,000
Medical Evacuation and Repatriation of Remains Benefit Emergency Medical Evacuation Medically Necessary Repatriation Repatriation of Remains Ancillary Medical Evacuation Transportation of Children/Child Bedside Visit / Transportation to Join You	up to \$500,000 included included included up to \$10,000
Ancillary Evacuation Benefit Baggage Return	Up to a maximum of \$1,000
Bedside Traveling Companion Daily	up to \$200
Search and Rescue	up to \$25,000
<b>SECTION V Protection For Your Belongings Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects Sublimits Passport, Visa or Other Travel Documents Replacement	up to \$3,000 subject to per item maximum of \$500 Included
Medical and Sports Equipment Rental	up to \$1,000
Items subject to Special Limitations	\$500 maximum combined
Baggage Delay (8 hours)	up to \$500 per Day to a Maximum of \$1,000

<b>SECTION VI Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Emergency Accident & Sickness Medical and Dental Expense	up to \$50,000
Dental Expense sublimit	up to \$1,000
Prescription Replacement/Aid	up to \$250
<b>SECTION VII Accidental Death and Dismemberment Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accidental Death and Dismemberment	aggregate \$250,000
24-Hour	\$25,000
Exposure	Included
Disappearance	Included

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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 a Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this policy will be refunded.

### Non-Refundable Provision

After the 30 day review period, the premium for this policy is non-refundable, except in the following circumstances:

1. the Travel Supplier cancels or changes the dates of Your Trip and all penalties are waived; or
2. You cancel Your Trip before any Cancellation Penalties are in effect; or
3. Your death.

### Maximum number of Insureds

The maximum number of Insureds allowed under this policy is 8.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

#### **This is Your Effective Date and time for Trip Cancellation:**

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 Interruption:**

Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate Travel Arrangement after Your Scheduled Departure Date to reach Your Scheduled Destination, on the Scheduled Departure Date) for Your Trip.

#### **This is Your Effective Date and time for Trip Delay:**

Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Scheduled Destination, on the Scheduled Departure Date) for Your Trip.

#### **This is Your Effective Date and time for Rental Car Damage and Theft Coverage:**

Coverage begins when You sign the Rental Car Agreement and take legal possession of the Rental Car provided You pay the required premium.

#### **This is Your Effective Date and time for Rental Property Damage Liability Benefit:**

Coverage begins on the date and time You check-in as a registered guest at the Rental Property, and You pay the required policy cost before or at check in.

**This is Your Effective Date and time for All Other Coverages:** Coverage begins on the date and time You start Your Trip.

### When Coverage Ends:

**Trip Cancellation** coverage(s) automatically end on the earlier of:

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

**Rental Car Damage and Theft Coverage:** Coverage ends when the car is returned to the rental car company on or before the return date and time listed on the Rental Car Agreement, at Your location on the return date and time listed on the Rental Car Agreement if the car is not returned as specified on the Rental Car Agreement and the rental period has not been extended.

**Rental Property Damage Liability Benefit** coverage ends on the earlier of:

- (1) the normal check-out time on Your scheduled check-out date from the Rental Property; or
- (2) the time You check-out from the Rental Property, if the check-out occurs prior to the scheduled check-out date.

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

1. the date You complete Your Trip;
2. cancellation of Your Trip covered by this policy;
3. four (4) days following the Scheduled Return Date as specified on the enrollment document, confirmation of coverage, travel documents or itinerary;
4. the date You return from Your Trip if Your return was delayed due to a covered Unforeseen reason listed under the 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 30 days after the originally Scheduled Return Date.

#### **Baggage and Personal Effects Extension**

If Your Baggage and Personal Effects are in the charge of a Common Carrier and delivery is delayed, coverage for those items will be extended from the earlier of:

1. the date a Common Carrier documents the property as lost or damaged;
2. 7 days after the Scheduled Return Date of Your Trip.

This extension does not include loss caused by the delay.

#### **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 30 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 Scheduled Return Date.

## 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, a Traveling Companion's Family Member's, a Business Partner or a 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, a Traveling Companion's Family Member's, a Business Partner or a 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; 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. This peril applies if You have purchased the policy within the Time Sensitive Period. The Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including Travel Supplier, provider or other travel entity that causes a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 1 day 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;
3. You or Your Traveling Companion are delayed due to a traffic accident, while en route to Your Scheduled Destination. The traffic accident must be documented by a police report or news report;
4. mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's travel for at least 24 consecutive hours;
5. mandated shutdown by local government authorities of travel services resulting in the complete cessation of services other than terrorism or act of war for at least 24 consecutive hours of Your Common Carrier;
6. shutdown of the air traffic control system or an airport due to fire or power outage from which You are scheduled to depart or to make a connection resulting in the complete cessation of services other than terrorism or act of war for at least 24 consecutive hours of Your Common Carrier;
7. Due to a Natural Disaster, a mandatory evacuation is ordered or recommended by local government authorities at Your Scheduled Destination which prevents You from traveling to/arriving at Your Scheduled Destination;
8. an unannounced Strike results in a complete cessation of services for at least 24 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination;
9. Inclement Weather that causes a: complete cessation of services, or closure of public roadways by local government authorities, for at least 24 consecutive hours of travel on Your Trip route, or of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Scheduled Trip Departure City;
10. Your or Your Traveling Companion's Primary Residence or Accommodations are made Uninhabitable and remains Uninhabitable during Your Trip or are inaccessible by the mode of transportation as shown on the travel documents or itinerary by a Natural Disaster or vandalism 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. This coverage applies only if You purchased the policy within the Time Sensitive Period;
11. Your Scheduled Destination is under a hurricane warning or hurricane watch as issued by the NOAA Hurricane Center within 10 days of Your Scheduled Departure Date. Cancellation of Your Trip must occur more than 10 days following Your Effective Date of coverage for Trip Cancellation;

12. You or Your Traveling Companion and/or Your or Your Traveling Companion's Pet or Service Animal is hijacked or Quarantined;
13. 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;
14. You or Your Traveling Companion or Family Member or Your Host at Scheduled Destination are called to duty or emergency service either to serve or to provide aid or relief in the event of a Natural Disaster, or a Civil Disorder, or Terrorist Incident;
15. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned for reasons due to war or an act of war or for reasons other than for war within 30 days of the Scheduled Departure Date. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Cancellation coverage and the leave revoked or reassigned after the Effective Date of Trip Cancellation coverage;
16. 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. You must provide official documentation of the event.
17. a Terrorist Incident occurs before Your Trip:
  1. within 30 days of Your Scheduled Departure Date in a domestic or foreign city in which You are scheduled to arrive; and
  2. within 30 miles of a domestic or foreign city in which You are scheduled to arrive.

Losses resulting from a cancellation due to a potential Terrorist Incident are not covered, even if the cancellation is due to the issuance of travel advisories, bulletins or alerts.

18. Security Breach, Civil Disorder or Riot occurs for at least 24 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip;
19. a documented theft of Your passports or travel documents or visas within 30 days of the Scheduled Departure Date specifically required for Your Trip. A police report must substantiate the theft or the copy of the request for a new passport, or travel documents, or visas;
20. You or Your Traveling Companion are the victim of a Felonious Assault within 30 days prior to the Scheduled Departure Date;
21. a travel alert or travel warning for levels 4 and higher and/or an evacuation order and/or, travel ban is issued, 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.

For up-to-date information refer to the U.S. State Department website at:  
<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>

22. You or Your Traveling Companion have an involuntary transfer of employment within the same organization which requires Your or Your Traveling Companion's Primary Residence to be relocated. Provided that You or Your Traveling Companion have been an active employee with the same employer for at least 1 continuous year. Notification of the transfer must occur after the Effective Date of Your Trip Cancellation Coverage and the transfer must occur within 30 days of the Scheduled Departure Date. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;
23. You or Your Traveling Companion are involuntarily terminated or laid off from Your or their employment. The termination notice must occur at least 1 day after Your Trip Cancellation Effective Date. You or Your Traveling Companion must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;
24. 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, athletic events or failing grades are not covered;
25. 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;

26. Your or Your Traveling Companion's place of employment is deemed to be unsuitable for business due to burglary, vandalism or a Natural Disaster and You or Your Traveling Companion are directly involved as a member or as an employee of the disaster recovery team who is responsible for policy and decision making and are required to work as a result;
27. You or Your Traveling Companion are kidnapped or disappear after Your Trip Cancellation coverage Effective Date and prior to Your Scheduled Departure Date as substantiated by a police report;
28. closure of at least 50% of trails or slopes at the Scheduled Destination before the Scheduled Departure Date, due to insufficient snow, Natural Disaster, or adverse weather. This coverage is available from December 24th through April 1st<sup>th</sup> for ski resorts in the northern hemisphere, and May 30<sup>th</sup> through September 1<sup>st</sup> for ski resorts in the southern hemisphere;
29. the cancellation of a wedding to which You were traveling 200 miles or more away from Your Primary Residence on Your Trip and the cancellation occurs within 30 days prior to the Scheduled Departure Date. Coverage does not apply if You are the bride or groom. Benefits are limited to Your individual Travel Arrangements only, not any wedding-related expenses;
30. Your or Your Traveling Companion's Pet or Service Animal is sick, diagnosed with a terminal illness, injured or dies within 14 days prior to the Scheduled Departure Date. You must provide veterinary records documenting the illness, injury or death of Your or Your Traveling Companion's Pet or Service Animal;
31. You or Your Traveling Companion are listed as an organ donor or recipient and after Your Trip Cancellation Effective Date receive official notification that an organ match is available for immediate transplant. If You are an organ recipient, the transplant must be considered Medically Necessary, and Your Physician must confirm that the transplant and/or surgery is so disabling as to prevent You from traveling;
32. a cancellation of Your Trip if Your arrival on Your Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit or Trip Delay benefit.

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.

#### **ANCILLARY TRIP CANCELLATION**

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

1. unused, forfeited, prepaid non-refundable Payments or Deposits paid to the Travel Supplier including Exchange Fees, airline ticket change fee and the annual maintenance fees associated with the cancelled timeshare use period and Guest Fees. We will pro-rate any Maintenance Charge reimbursement in the event that the duration of the Trip is less than the full use-year period.

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 Travel Arrangements You purchased for Your Trip plus the Additional Transportation Cost paid to either:

- 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. Note that reimbursement of non-refundable Payments or Deposits will be calculated/prorated on a daily basis less the cost of Your original airfare booked by You or by others.

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, a Traveling Companion's, a Traveling Companion's Family Member's, a Business Partner or a Business Partner's Family Member's death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, a Traveling Companion's, a Traveling Companion's Family Member's, a Business Partner 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. a mechanical breakdown/equipment failure of a Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes complete cessation or delay of Your travel for at least 24 hours;
3. a local government mandated shutdown of travel services resulting in the complete cessation of services other than terrorism or act of war for at least 24 consecutive hours of Your Common Carrier;
4. shutdown of the air traffic control system or an airport due to fire or power outage from which You are scheduled to depart or to make a connection resulting in the complete cessation of services other than terrorism or act of war for at least 24 consecutive hours of Your Common Carrier;
5. mandatory evacuation ordered or recommended by local government authorities at Your Scheduled Destination or Return Destination due to a Natural Disaster which prevents You from traveling to/arriving at Your Scheduled Destination or Return Destination. You must have 25% or more of Your Trip length remaining at the time the mandatory evacuation is issued in order to interrupt Your Trip and for this benefit to be payable;
6. an unannounced Strike resulting in complete cessation of travel services for at least 24 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Return Destination;
7. You or Your Traveling Companion are delayed due to a traffic accident, while en route to Your Scheduled Destination. The traffic accident must be documented by a police report or news report;
8. Inclement Weather that causes a: complete cessation of services, or closure of public roadways by local government authorities, or cancellation by a Common Carrier on Your Trip route for at least 24 consecutive hours, of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching the Scheduled Trip Departure City or Scheduled Destination;
9. Your or Your Traveling Companion's Primary Residence or Accommodations are made Uninhabitable and remains Uninhabitable during Your Trip or are inaccessible by the mode of transportation as shown on the travel documents or itinerary by a Natural Disaster, or vandalism 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. This benefit only applies if You purchase this policy within the Time Sensitive Period;
10. Your Scheduled Destination is under a hurricane warning or hurricane watch, as issued by the NOAA Hurricane Center, after Your Scheduled Departure Date;
11. You or Your Traveling Companion and/or Your or Your Traveling Companion's Pet or Service Animal is hijacked or Quarantined;
12. 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;
13. You or Your Traveling Companion or Family Member or Your Host at Scheduled Destination are called to duty or emergency service either to serve or to provide aid or relief in the event of a Natural Disaster, or a Civil Disorder, or Terrorist Incident;

14. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned for reasons due to war or an act of war or for reasons other than for war while You or Your Traveling Companion are on the Trip and You or Your Traveling Companion have to interrupt the Trip. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Interruption coverage and the leave revoked or reassigned after the Effective Date of Trip Interruption coverage;
15. 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. Official documentation of the event must be provided;
16. a Terrorist Incident that occurs during Your Trip within 30 miles of the domestic or foreign city in which You are scheduled to travel.  
Note: if an incident occurs in a city within 60 days prior to Your insurance purchase, all other incidents in that same city are excluded.
17. Security Breach, Civil Disorder or Riot occurs during Your Trip, for at least 24 consecutive hours, which prevents You from arriving at or continuing onto Your Scheduled Destination as shown on Your itinerary;
18. 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 or the copy of the request for a new passport or travel documents or visas;
19. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Trip
20. You or Your Traveling Companion are involuntarily terminated or laid off by Your or Your Traveling Companion's employer while You are on Your Trip. You or Your Traveling Companion must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons;
21. 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;
22. Your or Your Traveling Companion's place of business is deemed to be unsuitable for business due to burglary, vandalism or a Natural Disaster and You or Your Traveling Companion are directly involved as a member or as an employee of the disaster recovery team who is responsible for policy and decision making and are required to work as a result;
23. If You or Your Traveling Companion are unable to ski during Your Trip due to 50% or more of the trails or slopes closing for at least eight (8) consecutive hours, (excluding night skiing), from lack of snow, adverse weather or trail conditions, or Natural Disaster during Your Trip, We will reimburse You or Your Traveling Companion for the pro-rata value of Your or Your Traveling Companion's prepaid ski lift tickets for each lost day of skiing during Your Trip.

The following conditions must be met for this benefit to be payable:

- a) coverage begins on the later of the date You arrive at Your pre-booked ski resort or the date Your ski lift ticket is valid for;
- b) a minimum of 50% of the trails must be open on the date You arrive at the ski resort;
- c) this coverage is available from December 24 through April 1 for ski resorts in the Northern Hemisphere and May 30<sup>th</sup> through September 1<sup>st</sup> for ski resorts in the Southern Hemisphere;
- d) If Your ski lift ticket applies to multiple ski mountains and one of the mountains meets the conditions noted above, this benefit does not apply;
- e) coverage is only available if the ski resort has snow makers and is more than 3,000 feet above sea level, or if the ski resort does not have snow makers and is more than 4,500 feet above sea level;
- f) coverage is only available if You purchase the coverage within the Time Sensitive Period.

You must provide a copy of the pre-paid ski lift ticket receipts and written reports from the ski resort stating the date, length of time, number and reason of trail closures for which You are submitting a claim;

24. You or Your Traveling Companion are listed as an organ donor or recipient receives official notification that an organ match is available for immediate transplant during Your Trip. If You are an organ recipient, the transplant must be considered Medically Necessary, and Your Physician must confirm that the transplant and/or surgery is so disabling as to prevent You from traveling;
25. This peril applies if You have purchased the policy within the Time Sensitive Period. Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including Travel Supplier, a Common Carrier, provider or other travel entity that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 1 day 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;

26. disruption of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Trip Delay or Missed Connection benefit;
27. If You cannot continue on Your Trip due to a covered Injury or Sickness not requiring Hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a treating Physician, benefits will be paid for additional hotel nights, meal(s), telephone call(s) and local transportation expenses until You are Medically Fit to Travel up to \$500 a day to a maximum of \$2,000.

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount You prepaid for Your Trip or the Maximum Benefit 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 Reasonable Expenses, You incur, if You are delayed for 4 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 but are delayed due to 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 or news report;
2. Common Carrier delay (the delay must be documented by a Common Carrier);
3. a theft or loss of passports or travel documents or visas specifically required for Your Trip substantiated by a police report or the copy of the request for a new passport, or travel documents or visas;
4. You or Your Traveling Companion and/or Your or Your Traveling Companion's Pet or Service Animal are hijacked or Quarantined;
5. An unannounced Strike resulting in a complete cessation of services for at least 4 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Return Destination;
6. Inclement Weather that causes a: complete cessation of services, or closure of public roadways by government authorities, for at least 4 consecutive hours of travel on Your Trip route, which prevents You from reaching Your Scheduled Destination;
7. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at Your Scheduled Destination is issued which prevents You from traveling to/arriving at Your Scheduled Destination;
8. Mechanical breakdown of a Rental Car or Your Covered Vehicle en route to a departure when the rental is part of Your covered Travel Arrangements;
9. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 4 consecutive hours preventing You from reaching Your Scheduled Destination or Return Destination or departing on Your Trip.

Receipts must accompany Reasonable Additional Expenses incurred.

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

### **MEMBER REWARD**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost charged to re-deposit member reward(s) into Your traveler/member account, provided that member reward(s) were utilized to purchase the Travel Arrangements for Your Trip and Your Trip must be cancelled prior to the Scheduled Departure Date due to any of the covered Unforeseen Reasons or Other Covered Events shown in Your Trip Cancellation benefit section.

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 or Trip Interruption section(s) and You do not cancel or interrupt Your Trip. Proof of cancellation or interruption by a person booked to share Accommodations with You is required.

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

### **VEHICLE RETURN**

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

- (1) the cost of transporting Your Covered Vehicle back to Your Primary Residence; or
- (2) any applicable cost charged by the rental agency to return Your Rental Car to the location from which You rented the vehicle, excluding all rental costs provided:
  - a. You die or incur an Injury or Sickness during Your Trip and are under the direct care and attendance of a Physician who recommends that due to the severity of the condition, You cannot continue on the Trip;
  - b. Your Covered Vehicle or Rental Car is stolen during Your Trip (the Covered Vehicle or Rental Car must be reported stolen and recovered within 2 weeks for this benefit to be payable);
  - c. Your Trip is interrupted due to a covered Unforeseen reason (as listed under the Trip Interruption benefit) which prevents You from returning Your Rental Car.

Arrangements for return of the Covered Vehicle or Rental Car must be made by Us or Our designated Travel Assistance Services Provider and the Covered Vehicle or Rental Car must be operable.

Coverage is not provided:

- a. for Trips less than 50 miles away from the Your Primary Residence;
- b. if transportation could have been provided by You or Your Traveling Companion.

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

### **RENTAL CAR DAMAGE AND THEFT COVERAGE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Rental Car or golf cart is damaged while on a Trip due to collision, theft, vandalism, Natural Disaster or any cause beyond Your control while in Your possession, or Your Rental Car is stolen and not recovered. Benefits will be paid for the lesser of:

- a. reasonable and customary cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired (i.e. "loss of use" charges); or
- b. Actual Cash Value of the Rental Car or golf cart, less its reasonable salvage value.

### **Exclusions:**

In addition to the General Exclusions and Limitations, the following exclusions and limitations apply to the Rental Car Damage benefit. Unless otherwise shown below, these exclusions and limitations apply to You or Your Traveling Companion. Benefits are not payable for any loss due to, arising or resulting from:

1. any loss that occurs if You or anyone traveling with You are in violation of the Rental Car Agreement;
2. any obligation You or Your Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
3. rentals of trucks, pickups, full-size vans mounted on truck chassis, heavy duty trucks, jeep-type vehicles, campers, trailers, motor bikes, motorcycles, off road vehicles, recreational vehicles or Exotic Vehicles;
4. failure to report the loss to the proper local authorities and the Rental Car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the Rental Car: while under the influence of alcohol, or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the Rental Car; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material;
8. participation in contests of speed, motor sport or motor racing including training or practice for the same;

9. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion;
10. any loss that occurs on a Trip with a destination less than 50 miles from Your Primary Residence, or on a Trip that is not overnight in length.

**The following condition applies:** Coverage is provided to You or Your Traveling Companion, if the Rental Car is damaged while being operated by You or Your Traveling Companion, at the time the damage occurs and must be listed on the Rental Car Agreement.

This coverage is primary to other forms of insurance or indemnity. We will pay first but reserves the right to recover from the insurance carrier(s) of any other party involved in the Loss, other than You. We will not take steps to recover from any policy held by You.

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 4 consecutive hours, due to:

1. any delay, cancellation or mechanical breakdown of regularly scheduled 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 to the Travel Supplier for the Travel Arrangements You purchased for Your Trip.

Coverage is secondary if reimbursable by any other source.

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

#### **TRAVEL INCONVENIENCE**

We will pay You, the amount shown in the Schedule of Benefits, if while on a Trip, any of the following covered Unforeseen reasons occur:

1. **Closed Attractions**
  - a. ski resort at Your Scheduled Destination closes all or part of its facilities for at least 1 day due to lack of snow, Inclement Weather, Strike, Natural Disaster, or Terrorist Incident causing cessation of services during operating hours;
  - b. golf course at Your Scheduled Destination closes all or part of its facilities for at least 1 day due to Inclement Weather or Natural Disaster causing cessation of services during operating hours;
  - c. amusement park at Your Scheduled Destination closes all or part of its facilities for at least 1 day due to Inclement Weather or Natural Disaster causing cessation of services during operating hours;
2. **Beach Closure:** the beach at Your Scheduled Destination is closed for at least 24 consecutive hours by government authorities and there are no alternate beaches open within a 10 mile radius of the Scheduled Destination;
3. **Flight Diversion:** Your Air Common Carrier flight arrives at a different airport more than 50 miles from Your originally ticketed destination;
4. **Cruise Diversion:** Your cruise does not stop at a scheduled port of call due to Inclement Weather, a Natural Disaster, a hijacking, an unannounced strike, a Civil Disorder or Riot, a Terrorist Incident, a mechanical breakdown, or a medical incident involving another passenger on the ship;
5. **River Cruise Diversion:** Your river cruise is unable to sail or to complete its scheduled itinerary due to insufficient or excessive water levels in the body of water where the cruise is scheduled to sail, and the Travel Supplier provides only land-based alternative accommodations; proof of the river cruise diversion must be documented by the river cruise;

6. **Cruise Disablement:** if You are confined for more than 8 hours on the cruise ship operating without one or more of the following essential provisions: power, food, water, or restroom facilities, or due to a crime that occurs on the cruise while on a Trip;
7. **Rental Car Breakdown:** Your Rental Car breaks down, causing You to arrive at least 24 hours late at the Scheduled Destination; proof of Rental Car breakdown will be required;
8. **Bed Rest:** You are treated by a Physician for a Sickness or Injury during Your Trip, and are required to stay on bed rest or is Quarantined to Your room for at least 24 hours; as prescribed by a Physician

Coverage will be provided for the following travel inconveniences if the policy is purchased within the Time Sensitive Period.

The maximum limit payable between all events will not exceed the Travel Inconvenience Benefit limit shown in the Schedule of Benefits.

This benefit may not be combined with Trip Cancellation, Trip Interruption, Trip Delay or Emergency Evacuation benefits.

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

### **PET KENNEL**

We will reimburse You, up to a Maximum Benefit Amount shown in the Schedule of Benefits, to cover the necessary additional kennel fees or expenses if You are delayed past the Scheduled Return Date for at least 4 consecutive hours while en route to Your Return Destination if You have a covered Trip Interruption, Missed Connection, or Trip Delay claim. You must have placed Your Pet in a licensed commercial kennel for the duration of Your Trip and are unable to collect Your Pet on the day previously agreed upon with the kennel.

You must provide the following documentation when presenting a claim:

- a) Written confirmation of the reasons for the delay from the Common Carrier whose delay resulted in the loss, including, but not limited to, schedule departure and return times and actual departure and return times;
- b) Written confirmation from the licensed commercial kennel advising the original pick-up date and the actual pick-up date; and
- c) Receipts for the expenses incurred.

This benefit is payable for only one delay per Trip.

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

### **PET OR SERVICE ANIMAL RETURN**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the reasonable expense, including the cost of an attendant, if necessary, to return Your domestic Pet(s) or Service Animals who accompanied You on Your Trip to Your Primary Residence in the United States, if while on a Trip, You are hospitalized and unable to travel due to a covered Sickness or Injury. Covered expenses are for transportation expenses only.

Arrangements must be pre-authorized by Our designated Travel Assistance Services Provider or Us in advance. Expenses to the kennel for the Pet(s) or Service Animal are not reimbursable under this benefit.

Benefit amounts are payable on an aggregate limit for all Pet(s) or Service Animal(s) accompanying You on Your Trip and are not provided per individual Pet or Service Animal.

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

### **QUARANTINE KENNELING EXPENSE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, towards the cost of Quarantine kenneling if You have obeyed all the rules and requirements of the U.S. Department of Agriculture, or the government authorities at Your Scheduled Destination, but Your covered Pet or Service Animal(s) have to go into Quarantine due to a Sickness.

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

## **RENTAL PROPERTY DAMAGE LIABILITY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You occupy an Accommodation and You unintentionally damage an Accommodation or its contents during the Trip. We will reimburse You for Your liability for damage for the lesser of the cost of repairs or the cost to replace the damaged items, subject to the following:

1. this benefit applies only to any liability or obligation You expressly assume under a written agreement for an Accommodation's use during Your Trip, provided the agreement is executed by You prior to Your occupancy of the Accommodation; and
2. the owner, lessor or legal representative of any such Accommodation has made written demand to You for loss or damage to such Accommodations or its contents; and
3. You are adjudged or determined to be responsible for the loss or damage to any such Accommodation or its contents.

Coverage is provided to You and all travelers under the Accommodation reservation during Your Trip, provided You are listed on the rental agreement.

### **Rental Property Damage Liability Benefit Exclusions:**

In addition to the General Exclusions, the following exclusions apply to this benefit. Unless otherwise shown below, these exclusions apply to You or Your Traveling Companion. Benefits are not payable for any loss due to, arising or resulting from:

1. Inclement Weather or Natural Disaster;
2. intentional acts by You or Your Traveling Companion;
3. gross negligence, Willful and Wanton conduct by You or Your Traveling Companion;
4. any loss to motor homes; recreational vehicles; trailers; campers; boats or other watercraft; or any other vehicles or conveyances, whether motorized or not;
5. normal wear and tear of an Accommodation or its content assigned to that Accommodation that You or Your Traveling Companion occupy during Your Trip;
6. any damage that occurs as result of a criminal, fraudulent or intentional acts or activities of You or Your Traveling Companion or that is in violation of the written rental agreement for the rental of an Accommodation used by You during Your Trip;
7. damage to any other property or person as a result of a loss;
8. loss, theft or damage to any Baggage and Personal Effects owned by You or Your Traveling Companion or brought on the covered Trip by You or Your Traveling Companion;
9. loss, theft or damage caused by any person other than You or Your Traveling Companion unless substantiated by a police report;
10. damage or theft of boats, or damage to docks, piers, pools or other structures not part of the dwelling unit;
11. loss, theft or damage to an Accommodation if the number of persons occupying the property exceeds the rental property's occupancy limit;
12. loss of use of the Rental Property;
13. any cause, if You do not report the Loss or damage to the staff of the Accommodation by the rental termination date;
14. theft without a valid police report.

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.

### **Medically Necessary 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 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.

**Advance Payment:** We will pay covered expenses directly to the service provider if You require an Emergency Medical Evacuation or Medically Necessary Repatriation while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Emergency Medical Evacuation or Medically Necessary Repatriation claim is not covered.

We will not pay the benefits for any loss caused by or resulting from the transportation taken against the advice of the local attending Physician.

Medical Evacuation expenses will only be payable at the Usual and Customary level or payment for necessary transportation, related medical services and medical supplies.

### **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 60 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.

All Repatriation Expenses must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider. Once Your remains are claimed by the receiving funeral home or morgue, or in the event of local cremation, coverage under this benefit ends.

Transportation expenses for the Emergency Medical Evacuation or Medically Necessary 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, Medically Necessary 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, Medically Necessary 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.

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

#### **ADDITIONAL MEDICAL EVACUATION**

**Transportation of Children/Child:** If You die or are Hospitalized for more than 3 consecutive days following or unable to travel due to 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 3 consecutive days following or unable to travel due to 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 or Medically Necessary Repatriation is not imminent.

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

#### **BEDSIDE TRAVELING COMPANION DAILY BENEFIT**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are Hospitalized for at least 1 day during Your Trip, for Reasonable Additional Expenses incurred for Your Traveling Companion to remain near You. For an Insured Child, a bedside companion is available immediately upon Hospital admission. For purposes of this benefit, Your Traveling Companion or traveling Family Member must be insured under this policy and accompany You on Your Trip. You must provide all receipts for all covered expenses incurred during the stay.

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

#### **SEARCH AND RESCUE BENEFIT**

If You or Your Traveling Companion become lost, Injured, disoriented or missing, while on Your Trip and while that person is engaging in recreational activities that are considered reasonably safe considering that person's abilities and expertise, We will pay a benefit on Your or Your Traveling Companion's behalf, for the costs of one (1) organized Search and Rescue by appropriate authority(ies), up to the Maximum Benefit Amount shown in the Schedule of Benefits.

We will pay the benefit if:

1. a formal report is made for You or Your Traveling Companion who is in need of a Search and Rescue to an agency or authority which can activate a Search and Rescue; and
2. the agency or authority is provided with enough specific and credible details of how, when, where You or Your Traveling Companion might be located, so that an official and organized Search and Rescue can be activated; and
3. a determination that Search and Rescue Services are necessary must be made by the appropriate authority(ies) coordinating the Search and Rescue effort.

We or Our designated Travel Assistance Services Provider should authorize expenses for Search and Rescue in advance. In the event that Your or Your Traveling Companion's circumstances prevent prior authorization of the Search and Rescue efforts, Our designated Travel Assistance Services Provider must be notified as soon as reasonably possible.

**Specific Waiver of Liability for Search and Rescue:**

If You, Your Traveling Companion or Your Family Member requests a Search and Rescue, You, Your Traveling Companion or Your Family Member understands that We and any affiliated party offering this benefit do not accept any liability from the rescue situation. You, Your Traveling Companion or Your Family Member and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to Us or any rescue team, company, entity, and/or volunteer, for Injuries, stress, death, disablement, Sickness, or any claims, reason, or cause whatsoever from any Search and Rescue used to attempt to reach You or Your Traveling Companion, provide assistance, or respond in any way to perform the Search and Rescue, regardless of whether the Search and Rescue was ever initiated, cancelled, delayed, misdirected, or unable to locate, rescue, or stabilize You or Your Traveling Companion. If any part of this is held invalid, it does not invalidate the other parts or any other parties' waivers.

**Advance Payment:** We will pay covered expenses directly to the service provider if You require Search and Rescue while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Search and Rescue claim is not covered.

**Search and Rescue** means the search for and provision of aid to You in distress or imminent danger while on a Trip. The Search and Rescue provider may be a private or government entity.

**Claims Procedures:** You, Your Traveling Companion or Family Member must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

**Search and Rescue Exclusions:**

In addition to the General Exclusions, the following exclusions apply to this benefit. Unless otherwise shown below, these exclusions apply to You or Your Traveling Companion. Benefits are not payable for any loss due to, arising or resulting from:

1. heli-skiing;
2. extreme skiing;
3. fines, damages, penalties, or litigation that may be imposed against You or Your Traveling Companion as a result of their activities or actions;
4. the person's voluntary decision to hide, or attempt to hide, from the public.

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

**ANCILLARY EVACUATION BENEFIT**

**Baggage Return:** If You are evacuated, as covered under this policy, and Your Baggage doesn't accompany You during evacuation, We will reimburse You or Your Travel Supplier, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for any cost associated with transporting Your Baggage to:

- (a) the location You were evacuated to; or
- (b) Your Primary Residence or Scheduled Destination in case of a one-way Trip

This benefit is provided as a supplement to the Baggage Delay benefit and the total benefits paid may not exceed the Baggage Delay limits as per 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.

**SECTION V PROTECTION FOR YOUR BELONGINGS****BAGGAGE AND PERSONAL EFFECTS  
SPORTS / MEDICAL EQUIPMENT**

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 less any amount paid or payable by a Common Carrier, 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.

**Valuation and Payment of Loss:**

the following amount(s) will be paid:

- a. 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.

For claimed items without original receipts, payment of loss will be calculated based upon 50% of the current replacement cost at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits. We may take all or part of the damaged items at the appraised or agreed value by Us.

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

- a) repair or replace any part to restore the pair or set to its value before the loss; or
- b) pay the difference between the Actual Cash Value of the items before and after the loss.

**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, camcorders, computers, electronic devices, laptop or table computers, cell phones, electronic organizers, handheld gaming systems, portable CD players, wireless handheld devices and other digital or electronic equipment or media.

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

**MEDICAL AND SPORTS EQUIPMENT RENTAL**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the reasonable cost of renting sports equipment and Medical Equipment, if Your property is lost, stolen, damaged, destroyed or delayed by a Common Carrier for 8 or more hours during Your Trip.

For Medical Equipment rental, the prescribing Physician must authorize the rental and it must be legally permissible to rent the Medical Equipment in the jurisdiction in which You are traveling.

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 8 consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.

This coverage terminates upon Your arrival at the Return Destination of Your Trip.

**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, Travel Documents, Baggage Delay and Sports 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. motorcycles;
- e. trailers;
- f. motors;
- g. aircraft;
- h. bicycles, except when checked as baggage with a Common Carrier;
- i. household effects and furnishings;
- j. antiques and collectors' items;

- k. repair or replacement of any type of eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental braces, dental bridges, retainers, other orthodontic devices, and hearing aids;
- l. artificial limbs or other prosthetic devices;
- m. prescribed medications;
- n. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- o. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- p. professional or occupational equipment or property, whether or not electronic business equipment;
- q. contraband.

**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;
- 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;
- i. Vermin.

## **SECTION VI TRAVEL INSURANCE BENEFITS**

### **EMERGENCY ACCIDENT & SICKNESS MEDICAL AND DENTAL 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. benefits will be payable only for Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on Your Trip and requires treatment in person by a Physician;
- b. Sickness must first commence or manifest itself and Injury must first occur while on Your Trip;
- c. only Medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered;
- d. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for You.

If You suffer one or more Injury or Sickness while on the same Trip, the maximum amount payable for all Injuries or Sicknesses will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

**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 or Emergency Condition;
- 3. emergency dental treatment incurred during Your Trip due to an Accidental Injury to sound 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.

**Emergency Condition** means an Injury or Sickness diagnosed by a Physician for which You have sudden and unexpected severe or acute symptoms requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy. The severe or acute symptoms must occur while on 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 or Emergency Condition, 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.

We reserve the right to deny a request for advance payment if We confirm that Your claim is not covered under the policy. An advance payment made by Us is not a guarantee that Your Medical Expense claims are covered.

Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

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

#### **PRESCRIPTION REPLACEMENT/AID BENEFIT**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost to replace lost, stolen, or damaged required prescription drugs, and for fees incurred for prescription delivery to You during Your Trip. The prescribing Physician must authorize the replacement and it must be legally permissible to replace the prescription in the jurisdiction in which the lost, theft or damage occurs.

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

### **SECTION VII ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

#### **24 HOUR**

We will pay the percentage of the Principal Sum indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip, sustained a Loss shown in the Table of Losses below.

**Table of Loss**

<b>Loss of</b>	<b>% of Principal Sum</b>
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Thumb and Index Finger of Same Hand	25%

The Loss must occur within 181 days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and is covered under this policy.

If more than one Loss is sustained by You as a result of the same Accident, only one amount, the largest applicable to the Losses incurred, will be paid. We will not pay more than 100% of the Maximum Benefit Amount shown in the Schedule of Benefits for all Losses due to the same Accident.

**Loss** with regard to:

- hand(s), or foot/feet, means actual severance through or above a wrist joint proximal to the elbow or actual severance through or above the ankle proximal to the knee, respectively;
- eye or eyes means total and irrecoverable Loss of entire sight thereof;
- thumb and index finger means complete severance through or above the joint that meets the palm.

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

#### **EXPOSURE**

We will pay for covered losses, as shown in the Table of Loss, which result from You being unavoidably exposed to the elements due to an Accident during Your Trip. The Loss must occur within 180 days after the event which caused the exposure.

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

## DISAPPEARANCE

We will pay for loss of life, as shown in the Table of Loss, if Your body cannot be located within 180 days after a disappearance due to an Accident during Your Trip. We have the right to recover the benefit if We find that You survived the event.

Exposure and/or Disappearance Benefits are supplemental to benefits provided under Accidental Death and Dismemberment and Your Accidental Death and Dismemberment coverage may not exceed the Maximum Benefit 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.

## SECTION VIII 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.

**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).

**Actual Cash Value** means an item's current replacement cost of such item of like kind and quality less depreciation.

**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, parachuting, skydiving, cliff diving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, 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.

**Baggage and Personal Effects** means luggage and personal possessions taken by You on Your Trip, whether owned, borrowed, or rented and also includes the following items:

1. travel documents, passport, visa(s);
2. musical instruments;
3. sports equipment;
4. Medical Equipment;
5. electronic devices; including but not limited to: electronic organizers, personal computers, cameras and camera equipment, camcorders, cell phones, smartphones, portable music players, tablet devices, and other wireless handheld devices;
6. bicycles.

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

**Cancellation Penalties** means the costs for Travel Arrangements:

1. which are non-refundable by the Travel Supplier, or are subject to restrictions; and
2. which are paid by or on behalf of You prior to Your Trip Scheduled Departure Date, or which You are obligated, or later becomes obligated, to pay as a result of cancelling or interrupting Your Trip; and
3. for which insurance was purchased.

**Children/Child** means a person under the age of 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, not including taxicabs or rented, leased or privately owned motor vehicles.

**Complications of Pregnancy** means conditions requiring Hospital admission 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.

**Covered Vehicle** means a private passenger vehicle owned by or under long term lease (1 year or more) by You and is not older than 15 years.

**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 6 months:

- a) resides with You;
- b) shares financial assets and obligations with You.

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.

**Exchange Company** means an organization under contract with You to provide an Exchange of vacation time within a network of other Exchange Properties. Exchange Company does not mean a third-party cruise exchange company or tour operator, in which Your timeshare is no longer tracked, and/or managed by the Property Management Company with whom You enrolled in this Policy.

**Exchange Fees** means the fees charged by the Exchange Company to reserve Exchange Property/ies.

**Exchange Property/ies** means Accommodations within an Exchange Company network to provide timeshare Accommodations for contracted members.

**Exotic Vehicle** means antique cars that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original Manufacturer's Suggested Retail Price (MSRP) greater than \$100,000.

**Experimental or Investigative** means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures,

facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

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

- a) Spouse, 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, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;
- g) aunts or uncles;
- h) nieces or nephews; step- nieces or step- 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 a Travel Supplier or other travel provider provided the Financial Default or Financial Insolvency occurs more than 1 day following Your Effective Date for Your Trip Cancellation Benefits.

Financial Default or Financial Insolvency does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**Hospital** means a facility that:

- a. is operated according to law for the care and treatment of sick or Injured people;
- b. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- c. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- d. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- e. 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;
- f. is supervised by one or more Physicians available at all times.

A **Hospital** does not include:

- 1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
- 2. a facility which primarily treats drug, marijuana or alcoholism addictions;
- 3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes.

**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 at Scheduled Destination** means the person with whom You are sharing prearranged overnight Accommodations 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 which prevents You arriving at or returning from Your Scheduled Destination or attending a non-refundable prepaid event or activity.

**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.

**Inpatient** means a person:

- a) who is confined in a Hospital as a registered bed patient overnight; and
- b) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

**Maintenance Charges** means the term assessment or fees, billed for maintenance fees, taxes, dues and/or operational and management fees by the Property Management Company and which You must pay for membership access rights and/or use-year rights. Maintenance Charges specifically exclude special assessments by the Property Management Company, late fees, or non-ordinary federal or state income or governmental taxes by any authority, regardless if billed, filed and reconciled on Your behalf by the Property Management Company.

**Medical Equipment** means an appliance or device that is:

- (a) prescribed by a Physician;
- (b) primarily and customarily used for a medical purpose rather than being used for comfort or convenience (excluding mobility scooters);
- (c) for outpatient use; and generally, not useful in the absence of Sickness or Injury.

**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 hailstorm, fire, wildfire or blizzard; all of which are due to natural causes.

**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.

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for Your Travel Arrangements. 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.

**Pet(s)** means Your domesticated dog(s) or cat(s) that live with You in Your Primary Residence as companions.

**Physician** means a licensed practitioner of medical, surgical, or 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, or a Family Member.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to the date Your coverage is effective for which You, Your Traveling Companion, Business Partner or Family Member, Pet or Service Animal scheduled or booked to travel with You:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this policy.
- 3) required a change in prescribed medication. 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.

Death resulting from a pre-existing medical condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

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

**Property Management Company** means the developer, association, leasing company, rental company, travel club, condominium operator, or Travel Supplier who has the financial responsibility for the maintenance, repairs, Reservations and/or general operation of the accommodations used for Your Trip. Property Management Company does not mean an Exchange Company.

**Quarantined** means You or Your Traveling Companion, Family Member, Pet or Service Animal 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, Family Member, Pet or Service Animal either having, or being suspected of having a 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.

**Rental Car** means a private passenger vehicle including mini-vans, pickup trucks and sport utility vehicles rented from a rental car agency and being used solely for transportation on public roads. Does not include any motor vehicle, which is used in mass or public transit.

**Rental Car Agreement** means the entire contract into which You enter when renting a vehicle from a rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the rental car agreement.

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

**Reservation** means a confirmed and prepaid stay of 1 night(s) or longer at a hotel, resort, or vacation rental distributors with a confirmed arrival date and a confirmed Scheduled Departure Date made through the Travel Supplier.

**Return Destination** means Your final destination as shown in the 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 itinerary or other travel documents.

**Scheduled Destination** means as shown in the 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.

**Service Animal** means any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items. Service Animal will also include animals used for psychiatric or emotional support (i.e. "comfort animals") if a Physician certifies that such an animal is required for You to travel.

**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.

**Terrorist Incident** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent of overthrow or influence the control of any government and/or 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 no later than 60 days prior to the Scheduled Departure Date of Your Trip, or, if Your Trip is initially booked within 60 days of the Scheduled Departure Date of Your Trip, Your payment for this policy is received within 1 day of the initial Payments or Deposits for Your Trip

**Travel Arrangements** means: (a) transportation; (b) Accommodations; and (c) other specified services arranged for Your Trip by Your Travel Supplier or Property Management Company.

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 4 total days of the scheduled Trip dates and value of the airfare has been included in the total Trip cost for purposes of calculating the required premium.

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

**Traveling Companion** means up to 7 persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

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

**Trip** means a period of travel away from Your Primary Residence to a destination outside Your city of residence; the purpose of Your Trip is business or pleasure and is not to obtain health care or treatment of any kind; Your Trip has defined Scheduled Departure and Scheduled Return Dates specified when You purchased; Your Trip does not exceed 90 days and; the Reservation is tracked, paid to and/or managed by the Property Management Company facilitating the enrollment for this policy.

**Trip Cost** means:

- a. The lesser of the amount You paid for Your Travel Arrangements or the amount of coverage You purchased for Trip Cancellation benefits.
- b. If You are sharing the cost with other travelers, Your Trip Cost will include the portion of the full dollar amount actually paid for Your Trip by You (even if this amount differs from the Travel Supplier invoice).
- c. If Your Trip is paid for by someone else, Your Trip Cost will include the dollar amount designated by the Travel Supplier for Your portion of Your Trip.

**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.

**Vermin** means small animals and insects that are harmful or annoying and are often difficult to control.

**Wanton** means senseless, unprovoked, unjustifiable, or deliberately malicious.

**Willful** means deliberate or intentional.

**You, Your** means the person who is a registered guest at an Accommodation or all persons booked to share the same Accommodations.

## **SECTION IX EXCLUSIONS AND LIMITATIONS**

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

### **The following exclusions apply to the Trip Cancellation, Trip Interruption and Medical Expense.**

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;
2. being arrested for a DUI/ DWI and as result, being admitted into a (i) drug, marijuana or alcohol treatment facility; (ii) jail; or (iii) awaiting trial;
3. Your inability to travel on Your Trip after court mandated treatment at a drug, marijuana or alcohol treatment facility;
4. Your inability to travel on Your Trip to provide the emotional support for someone who is in a drug, marijuana or alcohol treatment facility.

### **The following exclusions apply to the Medical and Dental 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. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
4. physical therapy or occupational therapy;
5. Experimental or Investigative treatment or procedures;
6. Elective Treatment and Procedures;
7. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that first manifests or occurred during Your Trip;
8. any medical service provided by You, a Family Member, or Traveling Companion;
9. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
10. alcohol, marijuana abuse or substance abuse or treatment for the same including admittance to a rehab facility;
11. Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion;
12. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the policy is in effect. Hospitalized or Partially Hospitalized requirements do not apply to Post Traumatic Stress Disorder (PTSD);
13. any loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the policy is not in effect for You. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
14. 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.

### **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 or Family Member booked and scheduled to travel with You, while sane or insane. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;

2. being under the influence of drugs, marijuana 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. expenses incurred by any Child born or adopted during Your Trip;
5. 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;
6. participation in a Civil Disorder or Riot, or insurrection;
7. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion or Family Member. 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 is still eligible to have his or her loss or losses covered under the policy;
8. 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;
9. costs for Your Trip paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs;
10. air travel on a privately owned aircraft (whether as a pilot or a passenger);
11. piloting or learning to pilot or acting as a member of the crew of any aircraft;
12. a loss or damage caused by detention, confiscation or destruction by customs;
13. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default or Your Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this policy to You.;
14. expenses resulting from a motor vehicle accident, unless the driver is properly licensed to operate the vehicle at the place and time of the Accident;
15. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion;
16. Your Accommodations remain Uninhabitable or inaccessible after 365 days from the date which Your Accommodations first became Uninhabitable or inaccessible as a result of a named hurricane or Natural Disaster, and the Travel Supplier failed to provide a refund or alternative Travel Arrangements.

#### **MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You, Your Traveling Companion, Family Member, Pet or Service Animal are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the policy. If coverage for a Trip is purchased and it is later determined that You, Your Traveling Companion, Family Member, Pet or Service Animal were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the policy, the coverage is cancelled and premium paid will be returned.

#### **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 or Your Traveling Companion, are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

## SECTION X CLAIMS PROCEDURES

### Your duties in the event a loss:

#### **For Trip Cancellation and Trip,** You must:

Immediately, or as soon as possible, call Your Travel Supplier and the program administrator (see Where to Report a Claim) 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 or must interrupt their Trip 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 unless it is not reasonably possible to do so. Provide all unused transportation tickets, official receipts, etc.

**For Trip Delay, 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 and Dental 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;
2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of Your claim;
3. sign a patient authorization to release any information required by Us to investigate Your claim.

#### **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 from further damage and make necessary and reasonable temporary repairs; (We will reimburse You for those expenses. We will not pay for further damage if You fail to protect Your items);
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.

#### **For Rental Car Damage And Theft Coverage,** You must:

1. take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
2. report the loss to the appropriate local authorities and the rental company as soon as possible;
3. obtain all information on any other party involved in an automobile accident, such as name, address, insurance information and driver's license number;
4. provide Us all documentation such as rental agreement, police report and damage estimate.

#### **For Rental Property Damage Liability,** You must:

1. take all reasonable, necessary steps to protect the property and its content and prevent further damage to it;
2. report the loss in writing prior to check-out to the staff responsible for managing the Accommodation;
3. provide Us all documentation such as the lease agreement, police report and damage estimate.

## 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 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.

**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.

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

**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 choose. 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.

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve its rights against those responsible for its loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form, from any Third Party or coverage.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance policy except coverage provided under this policy.

## SECTION XII GENERAL PROVISIONS

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Rental Property Damage Liability, Medical Evacuation and Repatriation, and Rental Car Damage And Theft Coverage) or as required by state law. If at the time of the occurrence of any loss payable under this policy

there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

**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.

**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.

**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. Our right of subrogation applies even if Your entire loss has not been compensated.

**Primary Insurance:** The insurance provided by this policy for Rental Property Damage Liability, Medical Evacuation and Repatriation, and Rental Car Damage And Theft Coverage will be paid on a primary basis, regardless of any other coverage.

**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 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;
4. 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.
5. When included with the "Excess Insurance" limitation, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

**Excess Insurance:** Except for Rental Property Damage Liability, Medical Evacuation and Repatriation, and Rental Car Damage And Theft Coverage, insurance provided by this policy shall be in excess of all valid and collectible primary insurance or indemnity and all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis. If at the time of the occurrence of any loss payable under this policy there is valid and collectible insurance or indemnity in place that provides coverage on a primary basis or provides coverage on a basis that is not excess, We shall be liable only for the excess of the amount of loss, over the amount of such insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

6. When included, the following benefit specific limitation that applies to the “Emergency Accident & Sickness Medical and Dental Expense Benefit” is hereby deleted and replaced as follows:
  - d. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any valid and collectible primary insurance in effect for You and under all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis in effect for You.

T7000I-AE.AK

## 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** provision appearing in **General Provisions** is amended to include this sentence at the end of the provision:

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

3. The **Recovery** provision appearing in the **How to File a Claim** section is amended to include this sentence at the end of the provision (whenever this 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.

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, Trip Interruption and Medical Expense** 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 and Dental 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 in the General Provisions section is deleted in its entirety.

T7000IP-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, but 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 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. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;

T7000I-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. Our right of subrogation applies even if Your entire loss has not been compensated.

T7000I-AE.CT

## 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 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.

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 Your 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/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.

T7000I-AE.GA

## 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 and Dental Expense benefits only is hereby deleted and replaced with the following:

15. 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 requiring Hospital admission 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 Section VII Accidental Death and Dismemberment 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 Emergency Accident & Sickness Medical and Dental Expense Benefit and the Prescription Replacement/Aid Benefit coverages, 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. Our right of subrogation applies even if Your entire loss has not been compensated.

The Subrogation provision does not apply to following coverages: Emergency Accident & Sickness Medical and Dental Expense Benefit and the Prescription Replacement/Aid Benefit.

6. If included, the following exclusion “Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion,” which applies only to the Medical and Dental 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, 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 “Recovery” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve Our rights against those

responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this policy but also recover from a Third Party's policy, provided You have already been made whole for that loss, the amount recovered from the Third Party's policy for Your loss shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form from any Third Party or coverage of a Third Party, 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.

6. If included, the definition of "Domestic Partner" in the "General Definitions" section of the policy is hereby deleted and shall have no effect.

7. 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.

8. 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, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;
- g) aunts or uncles;
- h) nieces or nephews; step- nieces or step- 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 avoidance 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 policy 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 Emergency Accident & Sickness Medical and Dental Expense Benefit , Prescription Replacement/Aid Benefit and all Accidental Death and Dismemberment Benefits (including all sub-benefits) 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.

7. The Table of Loss for the 24 Hour Accidental Death and Dismemberment Benefits is hereby deleted and replaced with the following:

**Table of Loss**

Loss of	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%, but at least \$2,000
Sight of Both Eyes	100%, but at least \$2,000
One Hand and One Foot	100%, but at least \$2,000
Either Hand or Foot and Sight of One Eye	100%, but at least \$2,000
Either Hand or Foot	50%
Sight of One Eye	50%
Thumb and Index Finger of Same Hand	25%

## 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 "Rental Property Damage Liability Benefit Exclusions," located within the "Rental Property Damage Liability" coverage, are hereby revised to read as follows:

### **Rental Property Damage Liability Benefit Exclusions:**

In addition to the General Exclusions, the following exclusions apply to this benefit. Unless otherwise shown below, these exclusions apply to You or Your Traveling Companion. Benefits are not payable for any loss due to, arising or resulting from:

1. Inclement Weather or Natural Disaster;
2. intentional acts by You or Your Traveling Companion;
3. gross negligence, Willful and Wanton conduct by You or Your Traveling Companion;
4. any loss to motor homes; recreational vehicles; trailers; campers; boats or other watercraft; or any other vehicles or conveyances, whether motorized or not;
5. normal wear and tear of an Accommodation or its content assigned to that Accommodation that You or Your Traveling Companion occupy during Your Trip;
6. any damage that occurs as result of a (i.) criminal, (ii.) fraudulent or (iii.) intentional acts or activities of You or Your Traveling Companion that are in violation of the written rental agreement for the rental of an Accommodation used by You during Your Trip;
7. damage to any other property or person as a result of a loss;
8. loss, theft or damage to any Baggage and Personal Effects owned by You or Your Traveling Companion or brought on the covered Trip by You or Your Traveling Companion;
9. loss, theft or damage caused by any person other than You or Your Traveling Companion unless substantiated by a police report;
10. damage or theft of boats, or damage to docks, piers, pools or other structures not part of the dwelling unit;
11. loss, theft or damage to an Accommodation if the number of persons occupying the property exceeds the rental property's occupancy limit;
12. loss of use of the Rental Property;
13. any cause, if You do not report the Loss or damage to the staff of the Accommodation by the rental termination date;
14. theft without a valid police report.

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** provision in the **General Provisions** section:

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

## 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

## 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 IX, "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

## 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. Our right of subrogation applies even if Your entire loss has not been compensated.

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, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;

- g) aunts or uncles;
- h) nieces or nephews; step- nieces or step- 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: 1-732-676-9882

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 "Maximum number of Insureds" provision in "Coverage Provisions" of the policy is hereby deleted in its entirety.
2. 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 60-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner, Family Member, Pet or Service Animal scheduled or booked to travel with You:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this policy.
- 3) required a change in prescribed medication. 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.
- 4) A Pre-Existing Medical Condition will not apply to Annual coverage.

Death resulting from a pre-existing medical condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

3. The **"EMERGENCY ACCIDENT & SICKNESS MEDICAL AND DENTAL 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. Benefits will be payable only for Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip and requires treatment in person by a Physician;
- b. Sickness must occur and Injury must occur while on Your Trip;
- c. only Medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered;
- d. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for You or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.

4. 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 the age of 24 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 intellectual or physical incapacity.

5. “Exclusion 7” in the “Exclusions and Limitations” section of the policy is hereby deleted and replaced with the following:

7. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that manifests or occurred during Your Trip.

6. 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.

7. 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 the administrator 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.

8. 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.

9. 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.

10. The “Recovery” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve Our rights against those responsible for Your loss. This may involve signing any papers and taking any other steps We may reasonably

require. When You have been paid benefits under this policy but also recover from another policy, the amount recovered from the other policy shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered from any Third Party or coverage.

We will not pay or be responsible, without Our written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of You or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance policy except coverage provided under this policy.

11. 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 the claims administrator 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.

## 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.

4. If included, the paragraph defining **"Emergency Condition"** within the **"Emergency Accident & Sickness Medical and Dental Expense Benefit"** is hereby deleted and replaced with the following:

"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of medicine and health, would reasonably expect the absence of immediate medical attention at a Hospital emergency department to result in:

- (i) placing Your health, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- (ii) serious impairment to bodily functions; or
- (iii) serious dysfunction of any bodily organ or part.

5. If included, the first paragraph located beneath the sub-heading **"Disappearance,"** located within the section of the policy concerning **Accidental Death and Dismemberment Benefits**, is hereby deleted and replaced with the following:

When proof of loss that is satisfactory to Us is filed and it is reasonable to assume that death occurred, We will pay for loss of life, as shown in the Table of Loss, if Your body cannot be located after a disappearance due to an Accident during Your Trip. We have the right to recover the benefit if We find that You survived the event.

6. 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.

7. 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 60-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 60-day period preceding the effective date of the coverage.

8. 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 and Medical Expense 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 60-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner, or Family Member, Pet or Service Animal scheduled or booked to travel with You:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this policy.
- 3) Required a change in prescribed medication. 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 60-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 60-day period preceding the effective date of the coverage.

Death resulting from a pre-existing medical condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

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

**Revision of the Excess Insurance Limitation:** Notwithstanding any provision to the contrary in the policy, or in any document attached thereto, all benefits provided under the following coverages shall be paid on a primary basis: Emergency Accident & Sickness Medical and Dental Expense, Prescription Replacement/Aid and 24 hour Accidental Death and Dismemberment. This means that the Excess Insurance limitation shall not apply to these coverages. However, benefits under these coverages will be reduced to the extent that all or a portion of the same loss is covered by (i) Medicare or other governmental program, except Medicaid; (ii) state or federal worker's compensation; or (iii) employer's liability or occupational disease law.

10. The exclusion specific to Medical and Dental Expense Benefits which reads "physical therapy or occupational therapy" is hereby deleted and replaced with the following:

physical therapy or occupational therapy unless required to correct an impairment caused by a covered Accident or Sickness.

11. The general exclusion which reads "participation in a Civil Disorder or Riot, or insurrection" and the general exclusion which begins with "the commission of or attempt to commit a felony or being engaged in an illegal occupation" are hereby deleted and replaced with the following:

6. voluntary participation in a Civil Disorder or Riot, or insurrection;
7. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation. 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 is still eligible to have his or her loss or losses covered under the policy;

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## VERMONT

The policy is hereby amended for Vermont as follows:

1. The **Disagreement Over Size of Loss** section of **How to File a Claim** provision is void and will have no effect.
2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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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. Adee  
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

## TEXAS NOTICE

### 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

## **Travel Assistance Program Description – Provided by On Call International**

### **Emergency Transportation Services**

Emergency Medical Evacuation/Medically-Necessary Repatriation • Repatriation of Mortal Remains • Transportation after Stabilization • Visit by Family Member/Friend • Return of Dependent Children

### **Travel Support Services**

Medical Monitoring • Hotel Arrangements for Convalescence • Medical and Dental Search and Referral • Advance of Emergency Medical Expenses • Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses • Transfer of Insurance Information and Medical Records • Assistance with Emergency Travel Arrangements • Interpretation/Translation • Locating Lost or Stolen Items • Emergency Cash Advance

### **FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY**

CALL TOLL FREE:

833-328-1096 (within the United States and Canada)

OR CALL COLLECT:

603-328-1322 (From all other locations)

### **Travel Assistance Services Details**

#### ***Travel Support Services***

- Interpretation/Translation: Upon request, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Locating Lost or Stolen Items: On Call will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- Medical Monitoring: During the course of a medical emergency resulting from an accident or sickness, On Call will monitor your case to determine whether the care is adequate from a Western Medical perspective.
- Medical and Dental Search and Referral: On Call will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- Advance of Emergency Medical Expenses: On Call will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses: On Call will arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. On Call will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.
- Transfer of Insurance Information and Medical Records: Upon your request, On Call will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- Assistance with Vaccine and Blood Transfers: If based upon your physician's prescription, needed vaccines or blood products are not available locally, On Call will coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

#### ***Non-Insurance Personal Assistance Services***

These are Non-Insurance Services provided by On Call International:

- Pre-Trip Information: Upon request, On Call will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- Interpretation/Translation: If during your Trip you need an interpretation, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Legal Referral/Bail: Upon request, On Call will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, On Call will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.
- Emergency Cash Advance: On Call will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

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**FOR FILING A CLAIM**

Co-ordinated Benefit Plans, LLC  
On Behalf of United States Fire Insurance Company  
P.O. Box 26222  
Tampa, FL 33623

Phone: Toll Free: 877-390-8532 / Direct Dial: 727-699-1092

Contact us online at: <https://cbpconnect.com>

Or E-mail your information to: [VacationClaims@cbpinsure.com](mailto:VacationClaims@cbpinsure.com)

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following as applicable: 1.) For baggage and baggage delay claims - reports from parties responsible (i.e. lodging provider, airline, cruiseline, etc.) for loss, theft, damage or delay. Some claims may also require a police report. Please obtain receipts for lost or damaged items; 2.) For trip delay claims - a statement from party causing delay and receipts for expenses; 3.) For cancellation/interruption claims - Your travel invoice, the cancellation or interruption date, original unused tickets/vouchers, the travel organizer's cancellation clause with regard to nonrefundable losses. You will also be asked to provide proof of payment.