

**INDIVIDUAL TRAVEL INSURANCE POLICY**

**Play Travel Protection - Lux**

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.

**15 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this policy within 15 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.

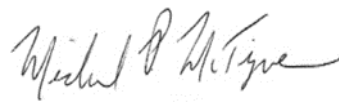
**INCORPORATION PROVISION:** The provisions of this policy and all amendments to this policy, after its effective date, are made part of this policy.

**Notice to Buyer:** This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical, dental or cosmetic care, coverage for that specific treatment is not provided.

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## TABLE OF CONTENTS

|                     |  |
|---------------------|--|
|                     | <b>SCHEDULE OF BENEFITS</b>                        |
| <b>SECTION I</b>    | <b>COVERAGE PROVISIONS</b>                         |
| <b>SECTION II</b>   | <b>WHEN COVERAGE BEGINS AND ENDS</b>               |
| <b>SECTION III</b>  | <b>EXTENSION OF COVERAGE</b>                       |
| <b>SECTION IV</b>   | <b>TRAVEL ARRANGEMENT PROTECTION</b>               |
| <b>SECTION V</b>    | <b>PROTECTION FOR YOUR BELONGINGS</b>              |
| <b>SECTION VI</b>   | <b>TRAVEL INSURANCE BENEFITS</b>                   |
| <b>SECTION VII</b>  | <b>ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS</b> |
| <b>SECTION VIII</b> | <b>GENERAL DEFINITIONS</b>                         |
| <b>SECTION IX</b>   | <b>EXCLUSIONS AND LIMITATIONS</b>                  |
| <b>SECTION X</b>    | <b>CLAIMS PROCEDURES</b>                           |
| <b>SECTION XI</b>   | <b>HOW TO FILE A CLAIM</b>                         |
| <b>SECTION XII</b>  | <b>GENERAL PROVISIONS</b>                          |

## 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 \$150,000 |
| Optional Cancel for Any Reason   | 60% of non-refundable insured Trip Cost                               |
| Trip Interruption  | 100% of non-refundable insured Trip Cost up to a maximum of \$150,000 |
| Trip Delay (6 hours)   | up to \$750   |
| Single Supplement  | Included  |
| Rental Car Damage and Theft Coverage   | up to \$25,000  |
| Medical Evacuation and Repatriation of Remains Benefit<br>Emergency Medical Evacuation<br>Medically Necessary Repatriation<br>Repatriation of Remains  | up to \$250,000<br>included<br>included<br>included                   |
| Ancillary Medical Evacuation<br>Transportation of Children/Child<br>Bedside Visit Transportation to Join You   | up to \$10,000<br>included<br>included                                |
| <b>SECTION V Protection For Your Belongings Benefit(s)</b>   | <b>Maximum Benefit Amount</b>   |
| Baggage and Personal Effects   | up to \$1,250 subject to per item maximum of \$500                    |
| Items subject to Special Limitations   | \$500 maximum combined  |
| Sports Equipment Rental  | up to \$1,000   |
| Baggage Delay (12 hours)   | up to \$1,000   |
| <b>SECTION VI Travel Insurance Benefit(s)</b>  | <b>Maximum Benefit Amount</b>   |
| Emergency Accident & Sickness Medical and Dental Expense<br>Dental Expense sublimit  | up to \$25,000<br>up to \$500   |
| <b>SECTION VII Accidental Death and Dismemberment Benefit(s)</b>   | <b>Maximum Benefit Amount</b>   |
| Accidental Death and Dismemberment   | aggregate \$100,000   |
| 24-Hour  | \$25,000  |
| Exposure   | Included  |
| Disappearance  | Included  |
| <b>Optional Benefit(s)</b><br>The Optional Benefit(s) are applicable only when specifically requested on the enrollment document(s) and You have paid the additional premium and the purchase is confirmed on Your confirmation of benefits. |   |

T7000IP-SOB

## 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 15-day review period, the premium for this policy is non-refundable.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

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

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

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

### When Coverage Ends:

**Trip Cancellation and Optional Cancel For Any Reason** 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.

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

1. the date You complete Your Trip;
2. the Scheduled Return Date;
3. Your arrival at Your Return Destination on a round Trip, or Your Scheduled Destination on a one-way Trip;
4. 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 or Service Animal'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 or Service Animal's Sickness or Injury, that:
  - a. occurs before departure on Your Trip;
  - b. is examined and treated by a Physician or Veterinarian 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 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;
2. 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;
3. 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;
4. 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;

5. 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 within 10 days of Your Scheduled Departure Date 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;

6. You or Your Traveling Companion are hijacked or Quarantined;
7. 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;
8. You or Your Traveling Companion are the victim of a Felonious Assault within 10 days prior to the Scheduled Departure Date;
9. You have an involuntary transfer of employment within the same organization of 250 or more miles which requires Your Primary Residence to be relocated. Provided that You have been an active employee for 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;
10. You or Your Traveling Companion or Family Member are called to duty or emergency service either to serve or to provide aid or relief in the event of a Natural Disaster;
11. 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;
12. 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; or
  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.

13. You or Your Traveling Companion are involuntarily terminated or laid off from Your or their employment. The termination notice must occur at least 10 days 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;
14. 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;
15. You are required to work during Your Trip and directly involved in a merger, acquisition, bankruptcy proceedings or voluntary or government required product recall. The company that is involved in said event must currently employ You and the action requires You to work as a result. You must be an active, full-time employee and cannot be a company owner or partner;
16. 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.
17. 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>h</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.

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

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

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

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

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

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

This Optional Cancel for Any Reason Benefit does not cover the failure of the retail Travel Supplier to provide the bargained-for Travel Arrangements due to cessation of operations for any reason.

**Special Conditions:** In the event of a Cancel for Any Reason claim, You must advise the Travel Supplier and Us as soon as possible in the event of a claim or of learning of a potential need to cancel Your Trip prior to Your Scheduled Departure Date, whichever is sooner.

We will not pay benefits for any additional penalty charges incurred that would not have been imposed had You notified the Travel Supplier and Us within the specified period. If You are unable to provide cancellation notice within the required timeframe, You must provide proof of the circumstance that prevented timely notification.

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 or a Service Animal'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 or a Service Animal's Sickness or Injury, that:
  - a) occurs while You are on Your Trip;
  - b) is examined and treated by a Physician or Veterinarian 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. 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 4 days or 50% 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;
2. 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;
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. 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;
5. 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 within 10 days of Your Scheduled Departure Date 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;
6. You or Your Traveling Companion are hijacked or Quarantined;
7. 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;
8. You or Your Traveling Companion or Family Member are called to duty or emergency service either to serve or to provide aid or relief in the event of a Natural Disaster;
9. 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;
10. 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.

11. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Trip;
12. You have an involuntary transfer of employment within the same organization of 250 or more miles which requires Your Primary Residence to be relocated and You have to interrupt the Trip. Provided that You have been an active employee with the same employer for at least 1 continuous year. Notification of the transfer must occur while You are on the Trip and the transfer must occur during the Trip. This provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons;
13. 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;
14. You are required to work during Your Trip and directly involved in a merger, acquisition, bankruptcy proceedings or voluntary or government required product recall. The company that is involved in said event must currently employ You and the action requires You to work as a result. You must be an active, full-time employee and cannot be a company owner or partner;
15. 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.

16. 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.

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

#### **TRIP DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the land or water Travel Arrangements, Reasonable Additional Expenses, plus the Additional Transportation Cost paid, if Your Trip is delayed at least 6 consecutive hours from the original departure time and prevents You from reaching Your Scheduled Destination 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 or final destination of Your Trip; or
- d. until travel becomes possible to the originally Scheduled Destination.

The Trip Delay must occur while coverage is in effect for You due to any of the following covered Unforeseen reason(s).

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 documented by a police report or news report;
2. Common Carrier delay (the delay must be documented by a Common Carrier);
3. You or Your Traveling Companion are hijacked or Quarantined;
4. An unannounced Strike resulting in a complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching the Scheduled Destination;
5. Inclement Weather that causes a: complete cessation of services, or closure of public roadways by local government authorities, for at least 6 consecutive hours of travel on Your Trip route, which prevents You from reaching Your Scheduled Destination.

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.

#### **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.

### **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, 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.

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.

## ANCILLARY 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.

## SECTION V PROTECTION FOR YOUR BELONGINGS

### BAGGAGE AND PERSONAL EFFECTS

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Baggage and Personal Effects, which are lost, stolen, damaged or destroyed during Your Trip 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.

#### **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.

#### **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, if Your property is lost, stolen, damaged, destroyed or delayed by a Common Carrier for 12 or more hours during Your Trip.

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

## **BAGGAGE DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by You while on Your Trip, if Your checked Baggage is delayed or misdirected by a Common Carrier for at least 12 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 and Baggage Delay:**

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.

## 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 Scheduled of Benefits for all Losses due to the same Accident.

**Loss** with regard to:

- a) 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;
- b) eye or eyes means total and irrecoverable Loss of entire sight thereof;
- c) 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.

**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. 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;
5. bicycles.

**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.

**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.

**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.

**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.

**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 from 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.

**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.

**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, or Family Member scheduled or booked to travel with You:

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

**Quarantined** means You or Your Traveling Companion, or Family Member 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, or Family Member 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, 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.

**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.

**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 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 within 21 days of the date Your initial Payments or Deposits for Your Trip is received.

**Travel Arrangements** means: (a) transportation; (b) Accommodations; and (c) other specified services arranged for Your Trip by Your Travel Supplier 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 10 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 scheduled Trip of 110 days or less in length for which coverage is elected and the premium paid, and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

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

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

**Uninhabitable** means:

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

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

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

**Veterinarian** means a licensed practitioner pertaining to the medical and surgical treatment of animals, especially domesticated animals acting within the scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or a Family Member.

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

**Willful** means deliberate or intentional.

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

## **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. 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;
14. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion;
15. 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, or Family Member 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, or Family Member 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 of a loss:**

#### **For Trip Cancellation, Optional Cancel For Any Reason, and Trip Interruption, 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:** 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.

## **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.

**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 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 You knowingly either concealed or misrepresented any material fact or circumstance relating to this insurance before, during or after a loss. If more than one person is covered by this policy, the cancellation shall not apply to any covered person who did not knowingly either conceal or misrepresent any material fact or circumstance relating to this insurance before, during or after a loss.

**Cancellation by the Company:** If the policy is cancelled by the Company pursuant to the Concealment and Misrepresentation provision, the cancellation shall not take effect unless We first physically (not electronically) deliver or mail to You at Your address a written notice of the cancellation. Such notice shall:

I.) State the date on which such cancellation shall become effective. The effective date shall not be less than 45 days after the date the notice is mailed or delivered to You provided however, the effective date may be 10 days from the date of mailing or delivery when the policy is not a renewal policy, and the cancellation notice is mailed or delivered within 90 days of the policy's effective date.

II.) State the specific reason or reasons of for the cancellation or be accompanied by a statement that upon Your written request, mailed or delivered to Us not less than 10 days prior to the effective date of cancellation, We will specify the



reason or reasons for such cancellation. If requested, We shall supply such information within 5 days of Our receipt of such a request.

**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. 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.

**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.

## 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:

833-425-5099 (within the United States and Canada)

OR CALL COLLECT:

603-952-2684 (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.

---

**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: 833-610-0736

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

Or E-mail your information to: [playtravel@cbpinsure.com](mailto:playtravel@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 medical claims - detailed medical statements from treating physicians where and when the accident or Sickness occurred as well as receipts for medical services and supplies; 2.) 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; 3.) For trip delay claims - a statement from party causing delay and receipts for expenses; 4.) 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.