

**TRAVEL PROTECTION INSURANCE POLICY**

**Travel Protection Plan - California**

This Policy describes the group travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our".

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

This Policy is a legal contract issued in consideration of the signed Application of the Policyholder, a copy of which is attached.

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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**SCHEDULE OF BENEFITS**

<b>SECTION IV Travel Arrangement Protection Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Trip Interruption	up to a maximum of \$1,000
Trip Delay	up to \$250 per day, to a maximum of \$1,000
Missed Connection	up to \$500
Medical Evacuation and Repatriation of Remains Benefit	up \$100,000
Emergency Medical Evacuation	Included
Medical Repatriation	Included
Repatriation of Remains	Included
Medical Escort	Included
Hospital of Choice	Included
Transportation of Children/Child	Included
Bedside Visit Transportation to Join The Insured	Included
Political or Security Evacuation and Natural Disaster Evacuation	up to \$50,000
<b>SECTION V Protection For The Insured's Belongings Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects	up \$1,000
Musical Instruments and Musical Instruments Rental	up to \$500
Sub-limits	
Passport, Visa or Other Travel Documents	up to \$100
Replacement	
Credit Card charges and interest	up to \$100
Per article Limit	up to \$250
Combined articles limit	up to \$500
Baggage Delay 24 hours	up to \$300
<b>SECTION VI Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical Expense	up to \$25,000
Dental Expense sublimit	up to \$750

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## SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip.

### Non-Refundable Provision

After the 14-day review period, the premium for the Insured's Certificate is non-refundable.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

**This is the Insured's Effective Date and time for Trip Delay:** Coverage begins after the Insured has traveled 50 miles or more from the Insured's Primary Residence en route to join his/her Trip.

**This is the Insured's Effective Date and time for All Other Coverages:** Coverage begins on the date and time the Insured departs on the first Travel Arrangement (or alternate travel arrangement if the Insured must use an alternate travel arrangement to reach the Scheduled Destination) for his/her Trip.

### When Coverage Ends:

**All Coverages:** The Insured's coverage automatically ends on the earlier/est of:

1. the date the Insured completes his/her Trip;
2. the Scheduled Return Date;
3. The Insured arrival at his/her Return Destination on a round Trip, or the Insured's Scheduled Destination on a one-way Trip;
4. cancellation of the Insured's Trip covered by this Policy.

## SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

All coverages will be extended if the Insured's entire Trip is covered by this Policy and the Insured's return is delayed due to unavoidable circumstances beyond the Insured's control. This extension of coverage will end on the earlier of the date the Insured reaches his/her originally scheduled Return Destination or 7 days after the originally Scheduled Return Date.

### Medical Evacuation and Repatriation Extension

If the Insured incurs a covered Injury or Sickness on his/her Trip and a treating Physician certifies that the Insured is not Medically Fit to Travel to his/her Return Destination on the Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be automatically extended until the Insured is Medically Fit to Travel and transported to the Insured's Primary Residence or the Insured reached the Maximum Benefit Amount shown in the Schedule of Benefits.

### Accident and Sickness Medical Expense Extension

If the Insured is Hospitalized due to a covered Injury or Sickness on his/her Trip and a treating Physician certifies that the Insured is not Medically Fit to Travel to his/her Return Destination on the Scheduled Return Date, this benefit will be extended for an additional 30 days, or until the Insured is released from the Hospital and Medically Fit to Travel, or the Insured reached the Maximum Benefit Amount shown in the Schedule of Benefits, whichever is earlier, provided that Hospitalization goes beyond the date the Insured's Coverage Ends.

## SECTION IV TRAVEL ARRANGEMENT PROTECTION

### TRIP INTERRUPTION

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

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

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

1. the Insured's, a Family Member's, or the Insured's Traveling Companion's, or the Insured's Traveling Companion's Family Member's, or a Business Partner's, or a Business Partner's Family Member's, death, which occurs while the Insured is on their Trip; or
2. the Insured's, a Family Member's, or the Insured's Traveling Companion's, or the Insured's Traveling Companion's Family Member's, or a Business Partner's, or a Business Partner's Family Member's, Sickness or Injury, that:
  - a) occurs while the Insured is on their Trip;
  - b) is examined and treated by a Physician prior to the time of interruption unless it is not reasonably possible to do so; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent the Insured's continued participation on their Trip;

Sickness or Injury of the Insured's Business Partner or the Insured's Business Partner's Family Member must be so disabling as to reasonably cause the Insured to interrupt their Trip to assume daily management of the business;

3. the Insured or the Insured's Traveling Companion must interrupt their Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. the Insured or the Insured's Traveling Companion have Complications of Pregnancy which is verified by medical records and occurs while the Insured or the Insured's Traveling Companion are on their Trip;
2. mandatory evacuation ordered or recommended by local government authorities at the Insured's Scheduled Destination due to a Natural Disaster which prevents the Insured from traveling to/arriving at their Scheduled Destination;
3. an unannounced Strike resulting in complete cessation of travel services for at least 12 consecutive hours of the Common Carrier on which the Insured is scheduled to travel which prevents the Insured from reaching their Scheduled Destination or Return Destination;
4. the Insured or the Insured's Traveling Companion is directly involved in a traffic accident, while en route to their Scheduled Trip Departure City or Return Destination. The traffic accident must be documented by a police report;
5. Inclement Weather that causes a: complete cessation of services for at least 12 consecutive hours of a Common Carrier on which the Insured is scheduled to travel;
6. the Insured's or the Insured's Traveling Companion's Primary Residence or Scheduled Destination is made Uninhabitable and remains Uninhabitable during their Trip by a Natural Disaster or burglary;

Claims are not payable if a hurricane is foreseeable prior the Insured's Effective Date for Trip Interruption. A hurricane is foreseeable on the date it becomes a named storm. We will only pay the benefits for losses occurring within 30 days after the event renders the Insured's Scheduled Destination Uninhabitable or inaccessible;

7. the Insured or the Insured's Traveling Companion is hijacked or Quarantined;
8. the Insured or the Insured's Traveling Companion is subpoenaed, served with a court order, required to serve on a jury, or required to appear as a witness in a legal action, provided the Insured or the Insured's Traveling Companion

is not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity;

9. the Insured's Host at the Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death;
10. Terrorist Incident that occurs during the Insured's Trip:
  - a. in a city listed on the scheduled itinerary of their Trip;
  - b. provided the Insured's Travel Supplier (if applicable) did not offer a substitute itinerary.

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

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

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

16. the Insured or the Insured's Traveling Companion are required to take an academic examination on a date that has been scheduled after the Effective Date of Trip Cancellation coverage, and the date falls during their Trip;
17. the Insured or the Insured's Traveling Companion are required to work during their Trip. Vacation leave must have been already approved by the Insured's or the Insured's Traveling Companion employer and cancellation of vacation leave must occur after the Trip Cancellation Effective Date. The Insured or the Insured's Traveling Companion must provide proof of requirement to work, such as a notarized statement signed by an officer of the employer. In the situation of self-employment, proof of self-employment with proof of the Insured's 1099 and a notarized statement confirming that the Insured or the Insured's Traveling Companion are unable to travel due to the Insured's or the Insured's Travel Companion's job obligations is required;
18. cancellation of a scheduled event while the Insured is on their Trip provided attendance at the event was the primary reason for the Insured's Trip and the duration of the Trip does not exceed 48 hours before or 48 hours after such an event.

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount the Insured prepaid for their Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

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

### **TRIP DELAY**

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

1. the Insured or the Insured's Traveling Companion is not directly involved in a traffic accident, while en route to their Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be substantiated by a police report;
2. Common Carrier delay. (the delay must be documented by the Common Carrier);
3. a theft or loss of passports or travel documents or visas specifically required for the Insured's Trip substantiated by a police report or the copy of the request for a new passport, or travel documents or visas;

4. the Insured is hijacked or Quarantined;
5. An unannounced Strike resulting in a complete cessation of services of the Common Carrier on which the Insured is scheduled to travel which prevents the Insured from reaching their Scheduled Destination;
6. Inclement Weather that causes a: delay, complete cessation of services of a Common Carrier on which the Insured is scheduled to travel at the point of their Scheduled Departure site which prevents the Insured from reaching their Scheduled Destination;
7. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at the Insured's Scheduled Trip Departure City or Scheduled Destination is issued which prevents the Insured from traveling to/arriving at the Insured's Scheduled Trip Departure City or Scheduled Destination;
8. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 6 consecutive hours preventing the Insured from reaching their Scheduled Destination or departing on their Trip.

Receipts must accompany Reasonable Expenses incurred.

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

### **MISSED CONNECTION**

If the Insured missed their Trip departure because the Insured's arrival at their Trip destination is delayed for at least 3 consecutive hours, due to:

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

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

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

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

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

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when the Insured suffers a Sickness, Injury, or Loss of life, during the Insured's 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 the Insured's condition is acute, severe or life threatening; and
2. that adequate Medically Necessary treatment is not available in the Insured's immediate area.

#### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return the Insured to their point of origin, the Insured's Primary Residence, or to a Hospital of Choice or medical facility closest to the Insured's Primary Residence capable of providing continued treatment, if the Insured's 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 the Insured's 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, the Insured's 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 the Insured.

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

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

#### **Repatriation of Remains**

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

Repatriation Expenses means:

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

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

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

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

**Transportation of Children/Child:** If the Insured dies or is Hospitalized for more than 7 consecutive days following an Emergency Medical Evacuation, 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 the Insured's Children/Child who were accompanying the Insured on the Insured's Trip (and any accompanying minor persons under the Insured's care) who are left unattended by the Insured's death or Hospitalization to their Primary

Residence or to the Insured's 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 the Insured:** If the Insured is or will be Hospitalized for more than 3 consecutive days following an Emergency Medical Evacuation, 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 the Insured to visit the Insured's bedside, provided the Insured is traveling alone and Emergency Medical Evacuation is not imminent.

The Insured must provide all receipts for all covered expenses incurred during the stay.

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

### **POLITICAL OR SECURITY EVACUATION**

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

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

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

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

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

**Political or Security Evacuation** means the Insured's extraction from or within the Host Country due to an Occurrence that results in the Insured being placed in imminent physical danger.

**Political or Security Event** means:

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

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

1. The benefits and services described herein are provided to the Insured only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We will not pay any costs or expenses arising from:
  - a. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by the Insured; b) alleged violation of the laws of the country the Insured is visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - b. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) the Insured's non-compliance with a contract, license or permit;
  - c. We will not pay for any loss or expense arising from or due to liability assumed by the Insured under any contract;

- d. the Insured's arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding the Insured's arrival into that country on their Trip.

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

### **NATURAL DISASTER EVACUATION**

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

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

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

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

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

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

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

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

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

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

## **SECTION V PROTECTION FOR THE INSURED'S BELONGINGS**

### **BAGGAGE AND PERSONAL EFFECTS**

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

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

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

the lesser of the following amounts will be paid:

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

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

For claimed items without original receipts, payment of loss will be calculated based upon 50% of the Actual Cash Value 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.

#### **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, and other digital or electronic equipment or media.

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

#### **MUSICAL INSTRUMENT**

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

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

#### **MUSICAL INSTRUMENT RENTAL**

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the reasonable cost of renting a musical instrument, if the Insured's property is lost, stolen, damaged, destroyed or delayed by a Common Carrier for 6 or more hours during the Insured's 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 the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by the Insured while on their Trip, if the Insured's checked Baggage is delayed or misdirected by a Common Carrier for at least 24 consecutive hours or more from the Insured's time of arrival at a Scheduled Destination other than the Insured's Return Destination.

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

**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. trailers;
- e. motors;
- f. aircraft;
- g. bicycles, except when checked as baggage with a Common Carrier;
- h. household effects and furnishings;
- i. antiques and collectors' items;
- j. artificial teeth, dentures, dental braces, dental bridges or hearing aids;
- k. artificial limbs or other prosthetic devices;
- l. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- m. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- n. professional or occupational equipment or property, whether or not electronic business equipment;
- o. sports equipment if the loss results from the use thereof;
- p. telephones or wireless devices, computer hardware or software.

**Losses not covered:**

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

- a. breakage of brittle or fragile articles;
- 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. the Insured's 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.

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

**SECTION VI TRAVEL INSURANCE BENEFITS**

**ACCIDENT & SICKNESS  
MEDICAL EXPENSE BENEFIT**

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

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

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

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Trip, if recommended by the Insured's attending Physician and approved

by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from the Insured's Injury or Sickness;

3. emergency dental treatment incurred during the Insured's Trip due to an Accidental Injury to natural teeth. Dental Expenses incurred after the Insured's 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 the Insured or already included within the cost of the Insured's Trip.

**Advance Payment:** If the Insured requires 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 the Insured's admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided the Insured agrees to reimburse Us if it is determined that the Insured's Medical Expense claim is not 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 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 the Insured is traveling.

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

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

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

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

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

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

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

**Children/Child** means a person:

1. under age of 17 and primarily dependent on the Insured for support and maintenance; or
2. who is at least age seventeen (17) but less than age twenty-six (26) and primarily dependent on the Insured for support and maintenance and who regularly attends an accredited school or college.

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

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

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

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 12 months:

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

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

**Effective Date** means the date and time the Insured's coverage begins, as indicated in When Coverage Begins and Ends section of this Policy, or if not specifically outlined therein, the date the Insured paid the total required premium for the coverage.

**Epidemic** means an outbreak of a contagious disease that spreads rapidly and widely and that is or has been identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC) or World Health Organization (WHO).

**Family Member** means the following relatives of the Insured or the Insured's Traveling Companion:

- a) Spouse, civil union partner, or 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, or legal guardians;
- e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- f) aunts or uncles;
- g) nieces or nephews.

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

**Financial Default or Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary by an airline, cruise line, tour operator, Travel Supplier or other travel provider provided the Financial Default or Financial Insolvency occurs more than 14 days following the Insured's Effective Date for the Trip Cancellation Benefits.

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

**Home Country** means the country or territory of residence or the Insured's citizenship as shown on the Insured's passport. If the Insured has dual citizenship, for the purposes of this benefit, the Insured's Home Country is the country of the passport the Insured uses to enter the Host Country, while covered under this Policy.

**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 treats drug, marijuana or alcoholism addictions;
3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes.

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

**Host Country** means a country or territory the Insured is visiting or in which the Insured is living which is not the Insured's Home Country, other than an excluded country, while covered under this Policy.

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while the Insured's 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.

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

**Medically Fit to Travel** means based on assessment by a treating Physician, following the Insured's Injury or Sickness that occurs while on their Trip, the Insured is 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 the Insured, Physician, other providers, or any other person.

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

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

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

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

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

**Occurrence** means any of the following situations in which the Insured finds themselves while covered by this Policy:

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

**Payments or Deposits** means the cash, check, credit card amounts actually paid or used for the Insured's Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of the Insured's 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 the Insured, a Traveling Companion, or a Family Member.

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

**Quarantined** means the Insured is 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 the Insured either having, or being suspected of having an contagious disease, infection or contamination.

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

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

**Rental Property** means a hotel room, vacation home, or other rental property the Insured booked for their stay during the Insured's Trip.

**Return Destination** means the Insured's final destination as shown in the enrollment, itinerary or other travel documents and the place to which the Insured expects to return from their Trip.

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

**Scheduled Destination** means as shown in the enrollment, itinerary or other travel documents where the Insured expects to travel to on their Trip other than Return Destination.

**Scheduled Return Date** means the date on which the Insured is scheduled to return to the point where their Trip started or to a different specified Return Destination.

**Scheduled Trip Departure City** means the city from which the Insured is originally scheduled to depart on the Trip where the scheduled tour or cruise on which the Insured is to participate originates.

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

**Sickness** means an illness or disease of the body, that commences while the Insured's 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 the Insured's 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 the Insured's 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 the Insured's certificate is purchased;
- b) is organized, and legally sanctioned by a labor union or other organized association of workers, in a trade or profession, formed to protect and further their rights and interests; and
- c) interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent of overthrow or influence the control of any government and 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 the Insured, Rental Property and Us).

**Travel Arrangements** means: (a) transportation; (b) Accommodations; and (c) other specified services arranged for the Insured's Trip by the Insured's Travel Supplier.

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

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

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

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

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

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

## **SECTION VIII EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to the Insured, the Insured's Traveling Companion, or Family Member scheduled and booked to travel with the Insured.

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

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

1. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advice;
3. Alcohol or substance abuse or treatment for the same;
4. Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion;
5. the Insured's participation in Adventure or Extreme Activities, riding or driving in 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 the Insured, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with the Insured, while sane or insane;
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. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by the Insured, a Traveling Companion, Family Member, or Business Partner;
6. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of the Insured's Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this coverage to the Insured or the Insured's Traveling Companion.

## SECTION IX PREMIUMS

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

## SECTION X CLAIMS PROCEDURES

### The Insured's duties in the event of a loss:

#### For Trip Interruption the Insured must:

Immediately, or as soon as possible, call the Insured's Travel Supplier and the program administrator (see Where to Report a Claim) to report the Insured's cancellation, interruption or delayed arrival to avoid non-covered charges due to late reporting.

If the Insured is 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 or Missed Connection:** the Insured 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 the Insured's trip itinerary and all receipts for additional expenses incurred.

#### For Medical Expenses the Insured must:

1. provide Us with all receipts from the provider of services and reports for medical and/or emergency 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 the Insured's claim;
3. sign a patient authorization to release any information required by Us to investigate the Insured's claim.

## SECTION XI HOW TO FILE A CLAIM

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

**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 the Insured 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 the Insured to provide Us with the following: a Trip invoice, itinerary or confirmation showing details of the Insured's Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

### Where to Report a Claim:

1. Mail: Co-ordinated Benefit Plans, LLC, On Behalf of United States Fire Insurance Company, P. O. Box 26222, Tampa, FL 33623
2. Telephone: (866) 695-7183 (direct dial (727) 285-8219)

#### Hours of Operation:

Monday, Tuesday, Wednesday, Friday 8:30 am – 5:00 pm (Eastern)  
Thursday 9:30 am – 5:00 pm (Eastern)

3. E-mail: [TravMarkClaims@cbpinsure.com](mailto:TravMarkClaims@cbpinsure.com)
4. Fax: 1-800-560-6340

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

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

All other benefits will be paid directly to the Insured, unless otherwise directed. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate. If the Insured has assigned their 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 the Insured. All benefits not paid to the provider will be paid to the Insured.

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

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

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

## SECTION XII GENERAL PROVISIONS

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy.

**Certificates:** The Company will issue Certificates to the Policyholder for their Insureds. Such Certificates will describe each person's benefits and rights under this Policy.

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. The Insured is over the age of majority and legally competent may change the Insured's 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 the Insured's is 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 void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

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

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

**Economic or Trade Sanctions:** Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, the Insured 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 the Insured has misstated their age, there will be a fair adjustment of premiums based on the Insured's true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated their age, there will be an adjustment of said benefit based on the Insured's true age. We may require satisfactory proof of age before paying any claim.

**Other Insurance with Us:** The Insured may be covered under only one travel Policy with Us for each Trip. If the Insured is covered under more than one such Policy, the Insured 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. The Insured 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 the Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**Primary Insurance:** The insurance provided by this Policy will be paid on a primary basis, regardless of any other coverage. We will pay the applicable eligible benefit, subject to any Deductible amount. We will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be covered. We will pay the claim first then seek to recover any payments made by a Third Party.

**Physician Examination and Autopsy:** We, at Our expense, may have the Insured 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 The Policy:** Termination of the Policy will not affect a claim for loss, which occurs after the premium is paid and while the Insured's certificate is in force.

**Transfer of Coverage:** Coverage under the Policy cannot be transferred to anyone else.

## CALIFORNIA AMENDATORY ENDORSEMENT

This Amendatory Endorsement is attached to and made a part of the Policy to which it is attached. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Policy, unless otherwise terminated.

The Policy is hereby amended for California as follows:

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

A person who is booked to travel on a Trip.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The Subrogation provision in the General Provisions section is deleted in its entirety.

If there is a conflict between the Policy and this Endorsement, the terms of this Endorsement will govern.

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

**DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Social Security number and income</li> <li><input type="checkbox"/> credit scores and credit-based insurance scores</li> <li><input type="checkbox"/> insurance claim history and employment information</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Crum & Forster chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Crum & Forster share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Call 844.254.5754</li> <li><input type="checkbox"/> Email us at: <a href="mailto:CFGeneralCounsel@cfins.com">CFGeneralCounsel@cfins.com</a></li> </ul> <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions</b>	Call 844.254.5754 or email us at: <a href="mailto:CFGeneralCounsel@cfins.com">CFGeneralCounsel@cfins.com</a>
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Who are we	
Who is providing this notice?	Crum & Forster and its affiliates.
What we do	
How does Crum & Forster protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal and state law. These measures include computer safeguards and secured files and buildings.
How does Crum & Forster collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ apply for insurance or pay insurance premiums</li> <li>■ file an insurance claim or give us your contact information</li> <li>■ provide employment information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Our affiliates include: United States Fire Insurance Company, The North River Insurance Company, Crum &amp; Forster Indemnity Company, Seneca Insurance Company, Inc., Travel Insured International, Inc., Monitor Life Insurance Company of New York, MTAW Insurance Company, Bail USA, Inc. and any other company within the Crum &amp; Forster group of companies.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Crum &amp; Forster does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Crum &amp; Forster doesn't jointly market.</i></li> </ul>

## Other important information

For Insurance Customers in AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only. The term "Information" in this section means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical information, so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can.

To see your Information, submit a request via email to [CFGeneralCounsel@cfins.com](mailto:CFGeneralCounsel@cfins.com). You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law. We will limit sharing among our affiliates to the extent required by California law. We do not share information about creditworthiness. For further information visit our website.

You have the right to submit a written request to access, correct, amend, or delete certain personal information we collect about you. To submit a request please write your request and send it to the following [privacyinformation@cfins.com](mailto:privacyinformation@cfins.com). You have the right to receive a response to your request within 30 business days of the date of the submission of your request to access, correct, amend, or delete your personal information. If we refuse your request, you have the right to file a statement regarding what you believe to be accurate and fair information and why you disagree with our response. For more information see C&F's Model 670 Notice at <https://www.cfins.com/onlineprivacypolicy/glba/cfmodel670/>

For Massachusetts Residents only. You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

For Nevada Residents only. We are providing you this notice under state law. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov); Crum & Forster: Office of the General Counsel, P.O. Box 1973, 305 Madison Avenue, Morristown, NJ 07962, 844.254.5754, [CFGeneralCounsel@cfins.com](mailto:CFGeneralCounsel@cfins.com).

For North Dakota Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by North Dakota law. We will limit sharing among our affiliates to the extent required by North Dakota law. For further information visit our website.

For Vermont Residents only. Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our affiliates, unless the law allows. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found on our website.

## **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:

833-371-1764 (within the United States and Canada)

OR CALL COLLECT:

603-691-5344 (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.