

**INDIVIDUAL TRAVEL INSURANCE POLICY**

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 after receipt by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this policy. When so returned, all coverages under this policy are invalid from the beginning.

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## 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	up to 100% of the non-refundable insured Trip Cost, up to a maximum of \$125,000
Optional Cancel For Any Reason	75% of non-refundable insured Trip Cost
Trip Interruption	up to 125% of the non-refundable insured Trip Cost, up to a maximum of \$156,250
Optional Trip Interruption For Any Reason	75% of non-refundable insured Trip Cost
Trip Delay	up to \$200 per day to a Maximum of \$1,000
Frequent Traveler Reward	up to \$75
Rental Car Damage	up to \$25,000
Missed Connection	up to \$1,000
Travel Inconvenience Trip Delay	\$150 per Trip
Rental Property Damage Liability	up to \$1,500
Medical Evacuation and Repatriation of Remains Emergency Medical Evacuation Medical Repatriation Repatriation of Remains	up to \$500,000 Included Included Included
Additional Medical Evacuation Transportation of Children/Child Bedside Visit Transportation to Join You	Included Included
<b>SECTION V Protection For Your Belongings Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects	\$1,000 subject to per item maximum of \$250
Items subject to Special Limitations	\$500 combined maximum
Sports Equipment Rental	up to \$750
Baggage Delay	up to \$300
<b>SECTION VI Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical Expense	\$100,000
Dental Expense sublimit	up to \$750
<b>SECTION VII Accidental Death and Dismemberment Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accidental Death and Dismemberment	aggregate \$1,000,000
24-Hour Other than Air Flight	\$25,000
Exposure	Included
Disappearance	Included

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## SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

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

### 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 Cancel 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 and Optional Trip Interruption For Any Reason:**

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 is in force while en route to and from the Covered Trip.

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

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

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

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

#### **This is Your Effective Date and time for All Other Coverages:**

Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

### When Coverage Ends:

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

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

**Rental Car Damage:** 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 and the corresponding additional premium has not been remitted by You.

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

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

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

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

## SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

All coverages will be extended if Your entire Trip is covered by this policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled Return Destination or 10 days after the originally Scheduled Return Date.

### Medical Evacuation and Repatriation Extension

If You incur a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be automatically extended until You are Medically Fit to Travel and transported to Your Primary Residence or You reached the Maximum Benefit Amount shown in the Schedule of Benefits.

### Accident and Sickness Medical Expense Extension

If You are Hospitalized due to a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, this benefit will be extended for an additional 10 days, or until You are released from the Hospital and Medically Fit to Travel, or You reached the Maximum Benefit Amount shown in the Schedule of Benefits, whichever is earlier, provided that Hospitalization goes beyond the date Your Coverage Ends.

## SECTION IV TRAVEL ARRANGEMENT PROTECTION

### TRIP CANCELLATION

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

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

**Other Covered Events** means:

1. The Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including a Travel Supplier, that causes a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Your Trip Cancellation benefit. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;
2. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report or news report;
3. mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes a cancellation or delay of Your travel for at least 24 consecutive hours provided no alternative Travel Arrangements were available;
4. an unannounced Strike results in a complete cessation of services for at least 24 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;

5. Inclement Weather that causes a: complete cessation of services for at least 24 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
6. Your or Your Traveling Companion's Primary Residence or Scheduled Destination are made Uninhabitable and remain Uninhabitable during Your Trip or is inaccessible by the mode of transportation as shown on the travel documents or itinerary within 30 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. We will only pay the benefits for losses occurring within 30 days after the event renders Your Scheduled Destination Uninhabitable or inaccessible.

7. You or Your Traveling Companion are hijacked or Quarantined;
8. You or Your Traveling Companion are subpoenaed, required to serve on a jury or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity.
9. You or Your Traveling Companion are the victim of a Felonious Assault within 10 days prior to the Scheduled Departure Date;
10. a travel alert or travel warning for levels 4 and higher for cities listed on Your itinerary or if Your Scheduled Destination officially prohibits incoming US resident travel after Your Effective Date for Trip Cancellation, to a destination specifically listed on Your Itinerary. The travel alert/warning, etc. must occur within 30 days of the scheduled Departure Date.

For up-to-date information refer to the U.S. State Department website at:

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>

11. 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 3 continuous years. 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;
12. You or Your Traveling Companion are called to active military or emergency service either to serve or to provide aid or relief in the event of a Natural Disaster other than war;
13. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death; You must provide official documentation of the event;
14. Security Breach, Civil Disorder or Riot occurs for at least 24 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip;
15. a cancellation of Your Trip if Your arrival on Your Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Trip Delay benefit.

**Terrorism Coverage:** Notwithstanding any provision to the contrary, no covered Unforeseen reason will be excluded from coverage because the covered Unforeseen reason was triggered by a Terrorist Incident. In addition, notwithstanding any provision to the contrary, a Terrorist Incident shall trigger Trip Cancellation coverage, provided the Terrorist Incident occurs within 30 days of Your Scheduled Departure Date in a domestic or foreign city in which You are scheduled to arrive. There is no Terrorism Coverage, however, if the Terrorist Incident occurs in a country where the U.S. State Department had issued a travel advisory or travel warning of level 4 ("Do Not Travel") prior to Your Effective Date for this coverage and the travel advisory or travel warning of level 4 was still in effect when this coverage took effect.

The maximum payable under this Trip Cancellation Benefit is 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 paid for Your Trip, when You cancel Your Trip prior to Scheduled Departure Date 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 2 days prior to the Scheduled Departure Date of Your Trip.

This Optional Cancel for Any Reason Benefit does not cover 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.

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

#### **TRIP INTERRUPTION**

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

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

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

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

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

**Other Covered Events** means:

1. a mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes complete cessation or delay of Your travel for at least 24 consecutive hours provided no alternative Travel Arrangements were available;

2. an unannounced Strike resulting in complete cessation of travel services for at least 24 consecutive hours of the Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
3. Inclement Weather that causes a: complete cessation of services for at least 24 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
4. You or Your Traveling Companion are hijacked or Quarantined;
5. You or Your Traveling Companion are subpoenaed, 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; or except 2) appearing in a law enforcement capacity;
6. Your or Your Traveling Companion's Primary Residence or Scheduled Destination 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 30 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. We will only pay the benefits for losses occurring within 30 days after the event renders Your Scheduled Destination Uninhabitable or inaccessible;

7. 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 3 continuous years. 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;
8. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report or news report;
9. You or Your Traveling Companion are called to active military or emergency service either to serve or to provide aid or relief in the event of a Natural Disaster other than war;
10. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death. Official documentation of the event must be provided;
11. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Trip;
12. A travel alert or travel warning for levels 4 and higher is issued, for cities listed on Your itinerary after Your Effective Date of Your Trip Interruption Coverage, to a Scheduled Destination specifically listed on Your Itinerary. The travel alert/warning, etc. must occur during Your scheduled Trip.

For up-to-date information refer to the U.S. State Department website at:

<https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>

13. Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including a Travel Supplier, that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Trip Interruption. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your Scheduled Destination;
14. disruption of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Trip Delay benefit.

**Terrorism Coverage:** Notwithstanding any provision to the contrary, no covered Unforeseen reason will be excluded from coverage because the covered Unforeseen reason was triggered by a Terrorist Incident. In addition, notwithstanding any provision to the contrary, a Terrorist Incident shall trigger Trip Interruption coverage, provided the Terrorist Incident occurs in a domestic or foreign city in which You are presently located or in which You are scheduled to arrive. There is no Terrorism Coverage, however, if the Terrorist Incident occurs in a country where the U.S. State Department had issued a travel advisory or travel warning of level 4 ("Do Not Travel") prior



to Your Effective Date for this coverage and the travel advisory or travel warning of level 4 was still in effect when this coverage took effect.

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

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

#### **OPTIONAL TRIP INTERRUPTION FOR ANY REASON**

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 paid to the Travel Supplier for the land or water Travel Arrangements You purchased for Your Trip, if You interrupt Your Trip 48 or more hours after the actual Scheduled Departure Date for any reason not otherwise covered by this policy, provided the following conditions are met:

1. You purchase the Interruption for Any Reason Benefit within the Time Sensitive Period.

If the above conditions are met, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Additional Transportation Cost 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.

This benefit does not cover Travel Arrangements not provided by the Retail Travel Supplier for this Trip and failure of the Retail Travel Supplier to provide the agreed upon arrangements for Your Trip for any reason.

In no event shall the amount reimbursed for Trip Interruption for Any Reason exceed the lesser of the amount You prepaid for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

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

#### **FREQUENT TRAVELER REWARD BENEFIT**

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

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

#### **SINGLE SUPPLEMENT**

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

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

### **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, if Your Trip is delayed at least 12 consecutive hours from the original departure time to either:

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

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 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. a documented theft of Your or Your Traveling Companion's passports or travel documents or visas specifically required for Your Trip. The theft must be substantiated by a police report;
4. You or Your Traveling Companion are hijacked or Quarantined;
5. An unannounced Strike results in a complete cessation of services of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You or Your Traveling Companion from reaching the Scheduled Destination;
6. Inclement Weather that causes a: delay of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
7. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination is issued which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination;
8. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 5 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip.

If You incur more than one delay in the same Trip, We will reimburse You, up to the Maximum Benefit Amount in the Schedule of Benefits, for the delay with the largest benefit.

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

### **RENTAL CAR DAMAGE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Rental Car is damaged while on a Trip due to collision, theft, vandalism, Natural Disaster or any cause beyond Your control while in Your possession. 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, less its reasonable salvage value; or
- c. Deductible that You are required to pay before Your auto insurance policy will pay.

#### **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. 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. alcohol intoxication above the statutory legal limit allowed for operating a motor vehicle in the state or jurisdiction where You are located at the time of loss (subject to the Criminal Acts provision in the General Provisions section of the policy);
4. rentals of trucks, pickups, full-size vans mounted on truck chassis, heavy duty trucks, jeep-type vehicles, campers, trailers, motor bikes, motorcycles, off road vehicles, recreational vehicles or Exotic Vehicles;
5. failure to report the loss to the proper local authorities and the Rental Car company;
6. damage to any other vehicle, structure or person as a result of a covered loss;
7. the decreased value of the vehicle as a result of the Accident and the subsequent repairs;
8. any loss as the result of or attributed to driving the Rental Car: while using any medication that recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes;
9. 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;
10. participation in contests of speed, motor sport or motor racing including training or practice for the same;
11. the possession, production, processing, sale, or use of drugs or substances classified as Schedule 1 under the Controlled Substances Act, including marijuana (subject to the Criminal Acts provision in the General Provisions section of the policy);
12. any loss that occurs on a Trip with a destination less than 100 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.

#### **MISSED CONNECTION**

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

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

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

1. Additional Transportation Cost incurred by You to join the departed Trip.

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

#### **TRAVEL INCONVENIENCE**

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

1. **Trip Delay:** Your Common Carrier is delayed from reaching the Scheduled Destination or Return Destination; for 3 or more hours; In the event of a dispute regarding the length of the delay, information from the U.S. Department of Transportation or other similar governmental sources will be considered the final authority.

The maximum limit payable between all events will not exceed the Travel Inconvenience Benefit limit 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.

### **RENTAL PROPERTY DAMAGE LIABILITY**

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

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

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

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

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

1. Inclement Weather or Natural Disaster;
2. intentional acts by You;
3. alcohol intoxication above the statutory legal limit allowed for operating a motor vehicle in the state or jurisdiction where You are located at the time of loss (subject to the Criminal Acts provision in the General Provisions section of the policy);
4. any loss to motor homes; recreational vehicles; trailers; campers; boats or other watercraft; or any other vehicles or conveyances, whether motorized or not;
5. normal wear and tear of an Accommodation or its content assigned to that Accommodation that You or Your Traveling Companion occupy during Your Trip;
6. any damage that occurs as result of a criminal, fraudulent or intentional acts or activities of You that is in violation of the written rental agreement for the rental of an Accommodation used by You during Your Trip;
7. damage to any other property or person as a result of a loss;
8. loss, theft or damage to any Baggage and Personal Effects owned by You or Your Traveling Companion or brought on the covered Trip by You or Your Traveling Companion;
9. loss, theft or damage caused by any person other than You or Your Traveling Companion with whom You share the Accommodation reservation unless substantiated by a police report;
10. damage arising from pets or other animals accompanying You or Your Traveling Companion on this Trip;
11. damage or theft of boats, or damage to docks, piers, pools or other structures not part of the dwelling unit;
12. loss, theft or damage to an Accommodation if the number of persons occupying the property exceeds the rental property's occupancy limit;
13. loss of use of the Rental Property;
14. any cause, if You do not report the Loss or damage to the staff of the Accommodation by the rental termination date;
15. theft without a valid police report.

In no event will coverage be provided for a stay longer than 90 days from the date of check in as a registered guest at a Rental Property.

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

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

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

### **Emergency Medical Evacuation**

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

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

### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return You to Your point of origin, Your Primary Residence, or to a Hospital 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.

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 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.

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 and Medical Repatriation must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider.

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

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

### **ADDITIONAL MEDICAL EVACUATION**

**Transportation of Children/Child:** If You die or are Hospitalized for more than 3 consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to Your residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than 3 consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation or Medically Necessary Repatriation is not imminent.

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

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

## **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, hotel, Travel Supplier or any other party responsible for Your loss, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times.

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

the lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us;
- 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.

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, computers, electronic devices, 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.

### **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, toiletry, prescriptions or eyewear, 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:**

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. any type of or repair or replacement of any type of eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental braces, dental bridges, retainers, other orthodontic devices, hearing aids and prosthetics;
- 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. sports equipment if the loss results from the use thereof;

### **Losses not covered:**

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

- a. breakage of brittle or fragile articles (except musical instruments);

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

**SECTION VI TRAVEL INSURANCE BENEFITS**

**ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**

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

- a. 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.

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;
- 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.

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 OTHER THAN AIR FLIGHT**

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 (other than while covered for air flight only benefits), 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 in that eye;
- 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 365 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 365 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.

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

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

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

**Adventure or Extreme Activities** means B.A.S.E. jumping, bull riding, running of the bulls, free diving, bungee jumping, hot air ballooning, parachuting, skydiving, cliff diving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, bodily contact sports excluding limited

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.

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

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

**Children/Child** means a person under the age of 18 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 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 individual who has entered into a domestic partnership with a same sex partner in accordance the Oregon Family Fairness Act (Domestic partnership means the civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon).

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

**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 \$50,000.

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

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

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

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

**Hospital** means a facility that:

- a. is operated according to law for the care and treatment of sick or Injured people;
- b. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- c. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- d. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- e. is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility;
- f. is supervised by one or more Physicians available at all times.

A **Hospital** does not include:

1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
2. a facility which primarily treats drug, marijuana or alcoholism addictions;
3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes;
4. any military or veterans Hospital or soldier's home or any Hospital contracted for or operated by a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is made.

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

**Host at Scheduled Destination** means the person with whom You are sharing prearranged overnight Accommodations in the host's home during Your Trip.

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

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

**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.

**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.

**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.

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

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

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

An embargo preventing You or Your Traveling Companion from entering a country is not a quarantine.

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

**Rental Car** means a private passenger vehicle including RVs and mini-vans, 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.

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

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

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

**Scheduled Return Date** means the date on which You are originally scheduled to return from Your Trip to the point of origin.

**Scheduled Trip Departure City** means the city from which You are originally scheduled to depart on the Trip where the scheduled tour or cruise on which You are 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 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 a Domestic Partner whenever used.

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

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

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

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

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not

a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

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

**Trip** means a scheduled Trip of 60 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

- a. 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.

**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.

**The following exclusions apply to 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;

**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. mental health care;
5. physical therapy or occupational therapy;
6. Experimental or Investigative treatment or procedures;
7. Elective Treatment and Procedures;
8. 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;

9. any medical service provided by You, a Family Member, or Traveling Companion;
10. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
11. alcohol intoxication above the statutory legal limit allowed for operating a motor vehicle in the state or jurisdiction where You are located at the time of loss (subject to the Criminal Acts provision in the General Provisions section of the policy);
12. the possession, production, processing, sale or use of drugs or substances classified as Schedule 1 under the Controlled Substances Act, including marijuana (subject to the Criminal Acts provision in the General Provisions section of the policy);
13. Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion;
14. 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);
15. 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;
16. 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;
17. Your participation in an organized athletic or sporting competition, contest, or stunt under contract in exchange for an agreed-upon salary or compensation. This does not include athletes participating in exchange for a scholarship or tuition.

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

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

1. alcohol intoxication above the statutory legal limit allowed for operating a motor vehicle in the state or jurisdiction where You are located at the time of loss (subject to the Criminal Acts provision in the General Provisions section of the policy);
2. the possession, production, processing, sale, or use of drugs or substances classified as Schedule 1 under the Controlled Substances Act, including marijuana (subject to the Criminal Acts provision in the General Provisions section of the policy);
3. expenses incurred by any Child born or adopted during Your Trip (except Complications of Pregnancy);
4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the policy specifically provides otherwise;
5. participation in a Civil Disorder or Riot, or insurrection;
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. costs for Your Trip paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs;
8. air travel on a privately owned aircraft (whether as a pilot or a passenger);
9. piloting or learning to pilot or acting as a member of the crew of any aircraft;
10. a loss or damage caused by detention, confiscation or destruction by customs;
11. 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.

**MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You 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 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 is received within the Time Sensitive Period; and
- b. You are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

### **SECTION X CLAIMS PROCEDURES**

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

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

#### **For Rental Car Damage, You must:**

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

#### **For 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. in the event of theft or unauthorized use of Your credit cards, You must notify the credit card company immediately to prevent further unlawful activity;
6. 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.

7. for claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

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

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

## SECTION XI HOW TO FILE A CLAIM

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

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. All claims require You to provide Us with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

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

1. Your spouse or Domestic Partner;
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.

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

## SECTION XII GENERAL PROVISIONS

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. If You are over the age of majority and legally competent, You 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 the 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 Us prior to Our receipt of the request.

**Excess Insurance:** Insurance provided by this certificate 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 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.

**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 knowingly been concealed or has knowingly been misrepresented.

**Criminal Acts:** The portion of any exclusion in the {policy}, or in any document attached thereto, that concerns criminal acts will not be applied in a way that denies coverage/ benefits without: 1.) a court or other adjudicatory body convicting the relevant person of the criminal act at issue; or 2.) the relevant person agreeing to a plea deal in which such person asserts that he or she committed the criminal act at issue. However, if the relevant person dies before he or she can be convicted or agree to plead guilty, the criminal acts portions of any exclusion will be applied if the relevant person was charged with committing the criminal act by a lawful authority prior to his or her death or if a representative of a lawful authority certifies that the person could have been charged with committing a criminal act but for his or her death.

This provision applies to any exclusion concerning alcohol, marijuana and/or substance abuse.

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

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

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

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

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

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

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

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

**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

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

### **On Call International**

Not a care in the world...when you have our 24/7 global network to assist you on your travels.

- **Travel Assistance**
- **Medical Assistance**
- **Emergency Services**
- **Concierge Services**

### **Travel Assistance**

#### Travel Arrangements

- Arrangements for last-minute flight and hotel changes
- Luggage Locator (reporting/tracking of lost, stolen or delayed baggage)
- Hotel finder and reservations
- Airport transportation
- Rental car reservations and automobile return
- Coordination of travel for visitors to bedside
- Return travel for dependent/minor children
- Assistance locating the nearest embassy or consulate
- Cash transfers
- Assistance with bail bonds

#### Pre-Trip Information

- Destination guides (hotels, restaurants, etc.)
- Weather updates and advisories
- Passport requirements
- Currency exchange
- Health and safety advisories

#### Documents and Communication

- Assistance with lost travel documents or passports
- Live email and phone messaging to family and friends
- Emergency message relay service
- Multilingual translation and interpretation services

### **Medical Assistance Services**

- Medical case management, consultation and monitoring
- Medical Transportation
- Dispatch of a doctor or specialist
- Referrals to local medical and dental service providers
- Worldwide medical information, up-to-the-minute travel medical advisories, and immunization requirements
- Prescription drug replacement
- Replacement of eyeglasses, contact lenses and dental appliances

### **Emergency Services**

- Emergency evacuation arrangements
- Repatriation of mortal remains arrangements
- Emergency medical and dental assistance
- Emergency legal assistance
- Emergency medical payment assistance
- Emergency family travel arrangements

### **Concierge Services Description**

**Destination Profiles:** On Call shall provide information on every country in the world and over 200 cities worldwide including information on local entertainment, suggested itineraries, and health advisories.

**Epicurean Needs:** On Call shall arrange the delivery of specialized foods and beverages to the Participant's home or office; including gourmet meats and fine wine as long as the products are publicly available. On Call cannot guarantee the availability of certain products. All costs associated with this service are the responsibility of the Participant.



Event Ticketing: On Call shall provide tickets to sporting events, theater or concert events worldwide as long as the tickets are available for purchase. Event Ticketing is a service that On Call offers to Participants to find, purchase, and deliver tickets to certain events. The Participant must pay for the tickets and delivery, typically via credit card. On Call uses publicly available methods to procure the event tickets and does not offer any discount with this service. This service is designed to be used by Participants who wish to purchase tickets to an event but do not wish to purchase them on their own. This is not a service designed to obtain tickets to events that are sold out or are not publicly available for some other reason.

Floral Services: On Call shall purchase and ship flowers and gift baskets to friends, family members, and business associates. Floral Services are services that On Call offers to Participants to find, purchase, and deliver flowers and other gifts. The Participant must pay for the flowers and gifts, typically via credit card. On Call uses publicly available methods to procure the flowers and/or gifts and does not offer any discount with this service. This service is designed to be used by Participants who wish to purchase flowers or gifts and have them delivered to another party but do not wish to purchase them on their own. This is not a service designed to deliver flowers to remote areas or to places that are not serviced by floral services companies.

Tee Time Reservations: On Call shall provide referrals to golf courses and tee times at golf courses around the world. Tee Time Reservation Services are services that On Call offers to Participants to find and reserve tee times at golf courses. The Participant must pay for the golfing. On Call uses publicly available methods to procure the reservations and does not offer any discounts with this service. This service is designed to be used by Participants who wish to make reservations to play golf but do not wish to do so themselves. This is not a service designed to obtain tee times at exclusive or private golf courses or courses that do not take reservations from the general public.

Hotel Accommodations: On Call shall offer recommendations on hotels worldwide and book reservations if requested by the Participant. All costs associated with this service are the responsibility of the Participant.

Meet-and-Greet Services: On Call shall arrange pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel. All costs associated with this service are the responsibility of the Participant.

Shopping Assistance Services: On Call shall purchase selected retail items at the Participant's request. All costs associated with this service are the responsibility of the Participant. On Call shall find, purchase, and deliver certain items (e.g. clothing items, groceries, non-routine items, etc.). The Participant must pay for the items and any shipping costs, typically via credit card, unless otherwise specified in the contract procedures. On Call uses publicly available methods to procure the items and does not offer any discount with this service. This service is designed to be used by Participants who wish to take advantage of the time savings offered by using a shopping assistant. This is not a service designed to obtain items that are not sold to the public in general.

Translation Services: These services are available on a cost plus 10% basis.

Pre-Trip Assistance: On Call shall provide information on travel destinations, city profiles, special events, ATM locations and immunization requirements.

Procurement of Hard-to-Find Items: On Call shall use its best efforts to obtain an obscure or exotic item at the Participant's request. On Call cannot guarantee that the item will be found. All costs associated with this service are the responsibility of the Participant.

Restaurant Referrals and Reservations: On Call shall provide the Participant with information on restaurants worldwide and will book reservations if requested. All costs associated with this service are the responsibility of the Participant. Restaurant Reservation Services are services On Call offers to Participants to find and reserve tables at restaurants. The Participant must pay for the meals. On Call uses publicly available methods to procure the reservations and does not offer any discounts with this service. This service is designed to be used by Participants who wish to make reservations at restaurants but do not wish to make them themselves. This is not a service designed to obtain reservations at exclusive restaurants or restaurants that do not take reservations.

Rental Car Reservations: On Call shall provide worldwide reservations through most major rental car agencies. All costs associated with this service are the responsibility of the Participant.

Airline Reservations: On Call shall provide air travel accommodations to destinations worldwide. All costs associated with this service are the responsibility of the Participant.

Travel Assistance, Medical Assistance, Emergency Services and Concierge Services can be accessed by calling On Call International at **1-855-227-9681** or, from outside the U.S. or Canada, call collect: **1-603-952-2050**.

## BLUE RIBBON BAGS

### SERVICE FEATURES

- Blue Ribbon Bags will track and expedite the return of your delayed baggage for 96 hours from the time your flight lands.
- You will receive automatic email updates every time there is any change to the status of your mishandled bag.
- The Service includes all bags checked at airport, including last minute gate check-ins.
- Blue Ribbon Bags service covers every flight, on every airline, everywhere in the world taken during your covered trip.
- A claim must be filed with your airline prior to reporting your mishandled bag to us.
- Mishandled bags must be reported to us within 24 hours of your flight arrival.

### Frequently Asked Questions

#### **What is a mishandled bag?**

A mishandled bag is a checked bag that the airline's tracking system reveals has been misdirected to a destination different from that of your flight end-point destination, or that has not been loaded onto the flight which the passenger has taken, as reported by the airline.

#### **What do I do if my bag goes missing?**

File a claim with your airline before contacting Blue Ribbon Bags

File a Mishandled Baggage Report with Blue Ribbon Bags within 24 hours of your flight landing. Mishandled Baggage Reports can be filed 24 hours a day, 7 days a week.

<https://www.blueribbonbags.com/CMbr>

Blue Ribbon Bags will begin its service of tracking and expediting your bag's return. The passenger will receive automatic email notifications when there is a change to the status of the bags.

Is there anything else I should be aware of?

Theft, missing contents, or damaged baggage are not included in this service. The Service only applies to Baggage mishandled by the Airline only.

## CLAIMS PROCEDURE

1. **EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact On Call International (as above).
2. **TRIP CANCELLATION CLAIMS:** Contact your travel agent and Co-ordinated Benefit Plans, LLC (CBP) IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. CBP will then forward the appropriate claim form which must be completed by You AND the attending Physician, if applicable.
3. **ALL OTHER CLAIMS:** Report your claim as soon as possible to CBP (below). Provide the policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, CBP will promptly forward You the appropriate claim form to complete.

Phone: 1-877-539-6442

For collect calls outside the U.S.: 1-727-450-8795

Mail:

Co-ordinated Benefit Plans, LLC

On Behalf of United States Fire Insurance Company

P.O. Box 26222

Tampa, FL 33623

Fax: 1-800-560-6340

Contact the Plan Administrator online at: <https://cbpconnect.com>

Or Email: [travelteam@cbpinsure.com](mailto:travelteam@cbpinsure.com)

Hours of operation:

Monday, Tuesday, Wednesday, Friday 8:30am-5:00pm (eastern)

Thursday 9:30am-5:00pm (eastern)

**Important:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible (e.g. airline, cruise line, hotel, etc.) for any loss, theft, damage or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay.