

**INDIVIDUAL TRAVEL PROTECTION 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.

**10 Day Look Period**

If You are not satisfied for any reason, You may cancel this policy within 10 days of the Effective Date of Your coverage by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this policy. When so returned, all coverages under this policy are invalid from the beginning.

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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## SCHEDULE OF BENEFITS

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 Delay (12 hours)	up to \$200
Medical Evacuation and Repatriation of Remains Benefit Emergency Medical Evacuation Medically Necessary Repatriation Repatriation of Remains  Additional Medical Evacuation Transportation of Children/Child Bedside Visit / Transportation to Join You	up to \$1,000,000 included included included  included included
<b>SECTION V Protection for Your Belongings Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects	\$2,500 subject to per item maximum of \$250
Items subject to Special Limitations	\$500 combined maximum
Baggage Delay (24 hours)	Up to \$200
<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 24-Hour Other than Common Carrier	\$20,000
Air Flight Only	\$100,000
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 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.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

**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 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:

**All 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 5 days after the originally Scheduled Return Date.

### 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 5 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 DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses, plus the Additional Transportation Cost paid, 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. 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.

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.

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

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

#### **Emergency Medical Evacuation**

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

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

#### **Medically Necessary Repatriation**

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

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

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

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

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

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

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

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

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

### **Repatriation of Remains**

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

Repatriation Expenses means:

- a) embalming or local cremation; and
- b) associated temporary storage costs for up to 60 days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains;
- c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to: 1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States; and
- d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

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

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

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

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

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

### **ADDITIONAL MEDICAL EVACUATION**

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

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

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

## **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.

### **BAGGAGE DELAY**

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

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 and Baggage Delay:**

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

- a. animals;
- b. automobiles and automobile equipment;
- c. boats or other vehicles or conveyances;
- d. motorcycles;
- e. trailers;
- f. motors;
- g. aircraft;
- h. bicycles, except when checked as baggage with a Common Carrier;
- i. household effects and furnishings;
- j. antiques and collectors' items;
- k. any type of or repair or replacement of any type of artificial teeth, dentures, dental braces, dental bridges, retainers, other orthodontic devices, hearing aids and prosthetics;
- l. artificial limbs or other prosthetic devices;
- m. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- n. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- o. professional or occupational equipment or property, whether or not electronic business equipment;
- p. 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. Your negligent acts or omissions;
- g. property shipped as freight or shipped prior to the Scheduled Departure Date;
- h. electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- i. Vermin.



## SECTION VI TRAVEL INSURANCE BENEFITS

### ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT

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

- a. Sickness must first commence or manifest itself and Injury must first occur while on Your Trip (of a duration of 180 days or less for Sickness);
- b. only Medical Expenses incurred by You within 365 days of the date of onset of Your Injury or Sickness will be reimbursed, provided the initial treatment was received and documented by a Physician during Your Trip;
- c. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for You or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.

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 COMMON CARRIER

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

**Table of Loss**

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

### AIR FLIGHT ONLY

We will pay the percentage of the Principal Sum shown 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 while:

1. riding solely as a passenger in or on, boarding or alighting from, any aircraft of a regularly scheduled commercial airline or air charter company licensed carry passengers for hire and operated by a properly certified pilot that results in 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%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

The Loss must occur within 180 days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and are covered under this policy.

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

**Loss** with regard to:

- 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) speech means entire and irrecoverable Loss of speech; and
- d) hearing means entire and irrecoverable Loss of hearing in both ears; and
- e) 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 Loss(es), 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.

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.

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

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

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

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

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 6 months:

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

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

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

**Experimental or Investigative** means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

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

- a) Spouse, civil union partner, Domestic Partner;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians;
- 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.

**Hospital** means a facility that:

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

A **Hospital** does not include:

1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
2. a facility which primarily treats drug, marijuana or alcoholism addictions;

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

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

**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.

**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.

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

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

**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.

**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 drug addiction, marijuana addiction, or alcohol addiction.

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

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

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

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

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

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

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will 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 180 days or less in length for which coverage is elected and the premium paid, and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

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

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

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

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

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

**Willful** means deliberate or intentional.

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

## **SECTION IX EXCLUSIONS AND LIMITATIONS**

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

### **The following exclusions apply to 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. Experimental or Investigative treatment or procedures;
5. Elective Treatment and Procedures;
6. 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;
7. any medical service provided by You, a Family Member, or Traveling Companion;
8. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
9. alcohol, marijuana abuse or substance abuse or treatment for the same including admittance to a rehab facility;
10. Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion;
11. 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;
12. 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;
13. 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. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
2. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
3. 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;
4. participation in a Civil Disorder or Riot, or insurrection;
5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, or Family Member. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the policy;
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. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion.



### **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.

## **SECTION X CLAIMS PROCEDURES**

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

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

### **For Medical and Dental Expenses, You must:**

1. provide Us with all receipts from the provider of services and reports for medical and/or emergency dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment;
2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of 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 Air Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items;
3. take reasonable steps to protect Your Baggage and Personal Effects from further damage and make necessary and reasonable temporary repairs; (We will reimburse You for those expenses. We will not pay for further damage if You fail to protect Your items);
4. allow Us to examine the damaged Baggage and Personal Effects and/or We may require the damaged item to be sent in the event of payment;
5. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged.
6. 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.

## **SECTION XI HOW TO FILE A CLAIM**

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

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be

shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

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

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

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

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

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

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

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

## SECTION XII GENERAL PROVISIONS

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss payable under this policy there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AMENDATORY ENDORSEMENTS**

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

**ALASKA**

The policy is hereby amended for Alaska as follows:

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

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

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

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

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

3. When included, the definition for "Usual and Customary" is hereby void and shall have no effect. All uses of the term throughout the policy, and any form attached thereto, are void and shall have no effect.
4. When included, the general exclusion that provides "activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage" is hereby deleted and replaced as follows:

activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of marijuana, illegal drugs or substances are excluded from coverage. Activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of alcohol are also excluded from coverage if such possession, production, processing or sale of alcohol is illegal in the state or jurisdiction where You are located at the time of the incident; or if the use of alcohol either: 1.) is illegal in the state or jurisdiction where You are located at the time of the incident, or 2.) causes You to become Intoxicated. For purposes of this exclusion, "Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident;

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

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

6. When included, the following benefit specific limitation that applies to the "Accident & Sickness Medical Expense Benefit" is hereby deleted and replaced as follows:

- c. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any valid and collectible primary insurance in effect for You and under all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis in effect for You.

#### T7000I-AE.AK

### ARKANSAS

The policy is hereby amended for Arkansas as follows:

1. The **Legal Actions Against Us** provision appearing in General Provisions is deleted and replaced as follows:  
**Legal Actions:** All policy terms will be interpreted under the laws of the state in which the policy was issued. A legal action or suit for a claim may be brought against Us within the time allowed by law.
2. The **Subrogation** provision appearing in **General Provisions** is amended to include this sentence at the end of the provision (whenever this provision is included):  
We are entitled to recovery only after You have been fully compensated for the loss sustained.

#### T7000I-AE.AR

### CALIFORNIA

The policy is hereby amended for California as follows:

1. The Who is Eligible for Coverage provision of the Coverage Provisions section is deleted in its entirety and replaced with the following:  
A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Coverage is only available for persons who are residents of the United States of America.
2. The Domestic Partner definition in the General Definitions section is deleted in its entirety and replaced with the following:  
**Domestic Partner** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and at the time of the filing of this document, the following requirements are met:
  - (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
  - (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state
  - (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.
  - (d) Either of the following:
    - (i) Both persons are members of the same sex.
    - (ii) One or both persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
  - (e) Both persons are capable of consenting to the domestic partnership.
3. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced with the following:  
**Injury(ies)/Injured** means an accidental bodily injury for which the proximate cause is an Accident occurring while Your coverage under this policy is in force. The injury(ies) requires examination and treatment and must be verified by a Physician.
4. The Medically Necessary definition in the General Definitions section is deleted and replaced with the following:  
**Medically Necessary** means that a treatment, service, or supply:
  - a) required to treat an Injury or Sickness;
  - b) meets generally accepted standards of medical practice where the service is rendered;

- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

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

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

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

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

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

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

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

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

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

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

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

#### **T7000IP-AE.CA**

### **COLORADO**

The policy is hereby amended for Colorado Residents as follows:

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

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

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

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

3. The "Disagreement Over Size of Loss" provision in the "How to File a Claim" section of the policy is hereby void and shall have no effect.

4. The "Concealment and Misrepresentation" provision in the "General Provisions" section of the policy is hereby deleted and replaced with the following:

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

#### **T7000I-AE.CO**

### **CONNECTICUT**

The policy is hereby amended for Connecticut as follows:

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

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

#### **T7000I-AE.CT**

### **DISTRICT OF COLUMBIA**

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

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

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

#### **T7000I-AE.DC**

### **FLORIDA**

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

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

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

#### **T7000I-AE.FL**

### **GEORGIA**

The policy is hereby amended for Georgia as follows:

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

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

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

2. The following provision is hereby added:

**Conflicting Excess Insurance Provisions:** The following applies only if You are covered for the same loss under multiple policies of insurance or indemnity, including the policy. If the policy (including any coverage within the policy or any coverage attached to the policy as a Rider or part of a Rider) contains a provision indicating that it provides benefits for Your loss in excess of all other valid and collectible policies of insurance or indemnity, and You are also covered by one or more other valid and collectible policies of insurance or indemnity for the same loss, and these other policies contain

clauses that are irreconcilable to this, then in accordance with Georgia law, all of these clauses shall cancel each other out, and the liability for the loss will be divided equally between Us and the other insurer(s).

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

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

#### T7000I-AE.GA

### IDAHO

The policy is hereby amended for Idaho as follows:

1. The following is hereby added to the policy:

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

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043  
1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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

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

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

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

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

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

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

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

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

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

#### T7000I-AE.ID

### KANSAS

The policy is hereby amended for Kansas as follows:



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

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

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

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

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

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

**Time of Payments of Claims:**

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

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

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

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

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

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

**Cancellation by the Insured:** Notwithstanding any provision to the contrary, You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon Our receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation pursuant to this provision or of Your death, We will promptly return the unearned portion of any premium paid. The unearned premium shall be refunded on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

7. If included, the following exclusion “Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion,” which applies only to the Medical Expense benefits, is hereby deleted.

8. The following exclusion is hereby added to the list of general exclusions:

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

**T7000I-AE.KS**

**LOUISIANA**

The policy is hereby amended for Louisiana as follows:

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

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

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

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

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

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

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

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

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

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

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

## **T7000I-AE.LA**

### **MAINE**

The policy is hereby amended for Maine as follows:

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

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

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

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

4. The following is hereby added to the policy:

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

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

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

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

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

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

Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

Notwithstanding the foregoing, for purposes of the Accident & Sickness Medical Expense Benefit and all Accidental Death and Dismemberment Benefits (including all sub-benefits) only, Sickness shall be defined as Your illness or disease.

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

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

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

**Table of Loss**

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

8. The Table of Loss for the Air Flight Only Accidental Death and Dismemberment Benefits is hereby deleted and replaced with the following:

**Table of Loss**

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

**T7000I-AE.ME**

**MICHIGAN**

The policy is hereby amended for Michigan as follows:

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

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

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

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

**T7000I-AE.MI**

**MINNESOTA**

The policy is hereby amended for Minnesota as follows:

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

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

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

**Concealment and Misrepresentation:** We will void the entire coverage if there was material misrepresentation, material omission, or fraud made by You or with Your knowledge in obtaining the policy or in pursuing a claim under the policy. No oral or written misrepresentation made by You, or in Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

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

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

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

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

#### **T7000I-AE.MN**

### **NORTH DAKOTA**

The policy is hereby amended for North Dakota as follows:

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

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

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

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

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

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

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

#### **T7000I-AE.ND**

### **NEVADA**

The policy is hereby amended for Nevada as follows:

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

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

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

#### **T7000I-AE.NV**

### **OKLAHOMA**

The policy is hereby amended for Oklahoma as follows:

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

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

#### **T7000I-AE.OK**

## RHODE ISLAND

The policy is hereby amended for Rhode Island as follows:

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

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

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

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

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

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

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

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

### T7000I-AE.RI

## SOUTH CAROLINA

The policy is hereby amended for South Carolina as follows:

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

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724  
Phone Number: 1-732-676-9882

### T7000I-AE.SC

## SOUTH DAKOTA

The policy is hereby amended for South Dakota as follows:

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

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

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

### T7000I-AE.SD Rev 7.30.2020

## TENNESSEE

The policy is hereby amended for Tennessee as follows:

1. The “Maximum number of Insureds” provision in “Coverage Provisions” of the policy is hereby deleted in its entirety.
2. The “Pre-Existing Medical Condition” definition of the “Definitions” section of the policy is hereby deleted and replaced with the following:

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion 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.

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

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

- a. Sickness must occur and Injury must occur while on Your Trip (of a duration of 180 days or less for Sickness);
- b. only Medical Expenses incurred by You within 365 days of the date of onset of Your Injury or Sickness will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered;
- c. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for You or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.

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

**Children/Child** means a person 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 intellectual or physical incapacity.

5. “Exclusion 6” in the “Exclusions and Limitations” section of the policy is hereby deleted and replaced with the following:

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

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

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

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

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

All claims require You to provide 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.

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

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

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

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

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

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

## T7000IP-A&H-AE.TN

### TEXAS

The policy is hereby amended for Texas as follows:

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

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

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

3. The "Proof of Loss" provision, located within the "How to File a Claim" section of the policy, is hereby deleted and replaced with the following:

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

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

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

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



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

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

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

## **T7000I-AE.TX**

### **UTAH**

The policy is hereby amended for Utah as follows:

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary, for purposes of the coverages included within “Section VI Travel Insurance Benefits” only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 60-day period preceding the effective date of the coverage.

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

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

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

Pre-Existing Medical Condition means an illness, disease, or other condition during the 60-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion 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.

Notwithstanding anything to the contrary, for purposes of the coverages included within "Section VI Travel Insurance Benefits" only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 60-day period preceding the effective date of the coverage.

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

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

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

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

voluntary participation in a Civil Disorder or Riot, or insurrection;

the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the policy.

## T7000I-AE.UT

## VERMONT

The policy is hereby amended for Vermont as follows:

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

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

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute; or
- 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **T7000I-AE.VT**

#### **WISCONSIN**

The policy is hereby amended for Wisconsin as follows:

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

#### **T7000I-AE.WI**

#### **WYOMING**

The policy is hereby amended for Wyoming as follows:

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

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

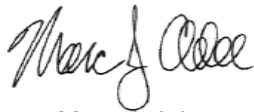
3. The **Legal Actions Against Us** provision in the “**General Provisions**” section is hereby deleted and replaced with the following:

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

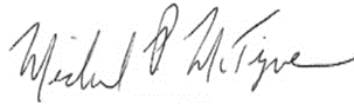
**T7000I-AE.WY**

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## **ARKANSAS NOTICE**

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

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

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

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

## **MARYLAND NOTICE**

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

## TEXAS NOTICE

### Have a complaint or need help?

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

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

#### United States Fire Insurance Company

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

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

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

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

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

#### The Texas Department of Insurance

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

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

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

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

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

### ¿Tiene una queja o necesita ayuda?

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

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

#### United States Fire Insurance Company

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

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

**Teléfono gratuito: 1-800-392-1970**

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

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

#### El Departamento de Seguros de Texas

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

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

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

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

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

## PRIVACY NOTICE

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

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

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

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

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

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

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

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

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

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

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to

comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

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

## **About Our Websites**

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

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

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

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

## **How to contact us**

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

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

## **Changes to this Privacy Notice**

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

## **For California Residents Only:**

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

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

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

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

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



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

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

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

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

January 2020

## **24/7 TRAVEL ASSISTANCE SERVICES:**

iNext includes the following Services which are available to You for and during Your Covered Trip:

- Medical evacuation
- Rebooking Services
- Medically necessary repatriation
- Repatriation of remains
- Medical or legal referral
- Hospital admission assistance
- Translation service
- Lost Baggage retrieval
- Lost Document Assistance
- Worldwide Medical information
- Passport / Visa information
- Emergency cash advance
- Prescription drug / eyeglass replacement
- Legal Referral/Bail bond
- Embassy & Consular Services

**NOTE: Any expenses incurred for services rendered while not on an iNext Covered Trip will be Your responsibility.**

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

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## **CLAIMS:**

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

Online at <https://cbpconnect.com>, Or E-mail your information to: [TravelTeam@cbpinsure.com](mailto:TravelTeam@cbpinsure.com)

Phone: 866-723-3063 / 727-412-7378

Hours of operation:

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

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