

## Hotel Cancellation Protector

**Note:** For residents of NY only. To obtain Your state specific Policy please contact Travel Insured at 1-844-440-8113.

### Claims Procedures

To facilitate prompt claims settlement:

#### TRIP CANCELLATION/TRIP INTERRUPTION:

IMMEDIATELY Call Your Travel Supplier and Travel Insured International to report Your cancellation and avoid non-Covered Expenses due to late reporting. Travel Insured International will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking Your trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

#### TRIP DELAY:

Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc).

Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

#### MEDICAL EXPENSES:

Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

#### BAGGAGE:

Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

#### Worldwide Non-Insurance Assistance Services

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical or Legal Referral
- Inoculation Information • Hospital Admission Guarantee
- Translation Service • Lost Baggage Retrieval
- Passport/Visa Information • Emergency Cash Advance
- Bail Bond • Prescription Drug/Eyeglass Replacement
- ID Theft Resolution Service • Concierge Service
- Business Concierge Services

Payment reimbursement to the Assistance Company is Your responsibility.

#### **24/7 Worldwide Non-Insurance Assistance Services Travel Assistance, Medical Emergency, Concierge Service, Business Concierge and ID Theft Resolution Service**

FOR EMERGENCY ASSISTANCE DURING YOUR TRIP

CALL:

**800-494-9907**

**OR CALL COLLECT:**

**603-328-1707**

**(From all other locations)**

Travel assistance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International. 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.

Administered by



For questions or to report a claim, contact:

Travel Insured International, Inc.

**855 Winding Brook Drive**

**Glastonbury, CT 06033**

**1-844-440-8113**

#### AVAILABILITY OF SERVICES

You are eligible for information and concierge services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Covered Trip. The Identity Theft Resolution Services become available on Your scheduled departure date for Your Covered Trip. Services are provided only for an Identity Theft event which occurs while on Your Covered Trip. Identity Theft Resolution does not guarantee that its intervention on behalf of You will result in a particular outcome or that its efforts on behalf of You will lead to a result satisfactory to You. Identity Theft Resolution does not include and shall not assist You for thefts involving non-US bank accounts.

#### IDENTITY THEFT RESOLUTION SERVICES

In the event of an Identity Theft event while on Your Covered Trip, Travel Insured's designated provider will research and investigate potential damage to Your identity and make best effort to restore Your identity to pre-event status. Assistance includes online secure email to report the event; notify the three major credit bureaus, affected creditors, financial institutions, and utility providers; provide fraud alerts; create and maintain a case file and ultimately to receive documentation that the fraudulent transaction has been expunged.

#### CONCIERGE SERVICES

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items. Services offered include: • Destination Profiles • Epicurean Needs • Event Ticketing • Floral Services • Tee Time Reservations • Hotel Accommodations • Meet-And-Greet Services • Shopping Assistance Services • Pre-Trip Assistance • Procurement of Hard-To-Find Items • Restaurant Referrals and Reservations • Rental Car Reservations • Airline Reservations

**BUSINESS CONCIERGE SERVICES**

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties. Services offered include: • Emergency Correspondence And Business Communication Assistance • Assistance With Locating Available Business Services Such As: Express/Overnight Delivery Sites, Internet Cafes, Print/Copy Services • Assistance With Or Arrangements For Telephone And Web Conferencing • Emergency Messaging To Customers, Associates, And Others (Phone, Fax, E-mail, Text, etc.) • Real Time Weather, Travel Delay And Flight Status Information • Worldwide Business Directory Service For Equipment Repair/Replacement, Warranty Service, etc. • Emergency Travel Arrangements

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724  
(Hereinafter referred to as "the Company")

**TRAVEL PROTECTION INSURANCE**  
Certificate of Insurance

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Benefits. It provides the Insured with specific information about the program he or she purchased. The Insured should contact the Company immediately if he or she believes that the Confirmation of Benefits is incorrect.

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



Marc J. Adee      Michael P. McTigue  
Chairman and CEO      Secretary

Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and Certificate, the Policy will govern.

If the Insured is not completely satisfied with the insurance he or she must notify the Company within 14 days of purchase and return the certificate. The Company will give the Insured a full refund of premium provided he or she has not already departed on the Covered Trip or filed a claim.

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**SCHEDULE OF BENEFITS**

<b>Benefit Amount/Principal Sum</b>	<b>Maximum Benefit</b>
<b>Part A – Travel Arrangement Protection</b>	
Trip Cancellation .....	Trip Cost
Trip Interruption.....	100% of Trip Cost
Travel Delay.....	\$500
Baggage and Personal Effects.....	\$500
Baggage Delay.....	\$200
<b>Part B – Travel Insurance Benefits</b>	
Accident & Sickness Medical Expense .....	\$50,000
Emergency Medical Evacuation.....	\$100,000

**SECTION I. COVERAGES**

**COVERAGE A  
ACCIDENT MEDICAL EXPENSE**

For the purpose of this benefit:

“Covered Expense” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of an accidental Injury that occurs during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment due to accidental Injury not to exceed \$750.00.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured's admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

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

The maximum Benefit Amount is shown in the Confirmation of Benefits.

**COVERAGE B  
SICKNESS MEDICAL EXPENSE**

This Coverage B is made a part of the policy. It is subject to all the provisions of this Coverage B.

For the purposes of this benefit:

“Covered Expense” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured’s Covered Trip, if recommended as a substitute for a hospital room for recovery of a Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital; and
3. Prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness that first manifests itself during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment not to exceed \$750.00.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured’s admission to a Hospital, up to the Maximum Benefit Amount, because of a covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

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

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The maximum Benefit Amount is shown in the Confirmation of Benefits.

**COVERAGE C  
TRIP CANCELLATION**

This Coverage C is made a part of the policy. It is subject to all the provisions of this Coverage C.

Benefits will be paid up to the Maximum Benefit Amount purchased to cover You for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking his or her Covered Trip due to:

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or Your Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured’s participation in the Covered Trip;
3. Your or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured’s scheduled point of departure;
5. Unannounced strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

6. Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
7. Natural disaster at the site of the Insured’s destination, which renders their destination accommodations uninhabitable;
8. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
9. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
10. Revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;

Provided such circumstances occurred after Your Effective Date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

If Your Travel Supplier cancels Your Covered Trip, You are covered up to \$150.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The maximum payable under this benefit is the lesser of a) total cost of the Insured’s Covered Trip; or b) the total amount of coverage the Insured purchased.

## COVERAGE D TRIP INTERRUPTION

This Coverage D is made a part of the policy. It is subject to all the provisions of this Coverage D.

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the Additional Transportation Cost paid to return home or rejoin the Covered Trip, when You are prevented from completing his or her Covered Trip due to:

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or Your Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. Your or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
5. Unannounced strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
6. Bankruptcy or Default of an airline or cruise line, or tour operator or travel supplier (other than the tour

operator or travel agency from whom You purchased your travel arrangements) which stops service more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination;

7. Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
8. Natural disaster at the site of the Insured's destination, which renders their destination accommodations uninhabitable;
9. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
10. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
11. Revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;

Provided such circumstances occurred after Your Effective Date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

If a Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with the traveling companion up to \$150 per day and limited to 10 days.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and You must extend Your Covered Trip with additional hotel nights due to medically imposed restrictions, as certified by a Legally Qualified Physician.

If Your Travel Supplier cancels Your Covered Trip, the Insured is covered up to \$150.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The combined maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

The maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased

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

The Maximum Benefit Amount is shown in the Conformation of Benefits.

**COVERAGE E  
BAGGAGE AND PERSONAL EFFECTS**

This Coverage E Benefit is provided only if shown as covered in the Confirmation of Benefits.  
For the purposes of this Benefit:

“Baggage and Personal Effects” means goods being used by an Insured during a Covered Trip. The term Baggage and Personal Effects does not include:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
7. bicycles, except when checked as baggage with a Common Carrier;
8. household effects and furnishings;
9. antiques and collectors items;
10. sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
11. prosthetic limbs;
12. prescribed medications;
13. keys, money, credit cards (except as coverage is otherwise specifically provided herein),
14. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
15. professional or occupational equipment or property, whether or not electronic business equipment; or
16. telephones, computer hardware or software;

For Baggage and Personal Effects: Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to baggage and personal effects; (b) subject to all Exclusions and Limitations in the policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) \$500 per article.

A combined maximum of \$600 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that the Insured has complied with all conditions of the credit card company.

For Baggage Delay: If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically schedule under any other insurance.

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

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

**COVERAGE F  
TRIP DELAY**

This Coverage F Benefit is provided only if shown as covered in the Confirmation of Benefits.

If You are delayed for 12 hours or more hours while in route to or from a Covered Trip, due to:

1. any delay of a Common Carrier. The delay must be certified by the Common Carrier;
2. a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
3. lost or stolen passports, travel documents or money (must be substantiated by a police report); or
4. quarantine, hijacking, strike, natural disaster, terrorism or riot;
5. documented weather condition preventing the Insured from getting to the point of departure;

benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

1. the Additional Transportation Cost from the point where You were delayed to a destination where he or she can join the Covered Trip;
2. the Additional Transportation Cost to return You to Your originally scheduled return destination;
3. reasonable accommodation and meal expenses up to \$200 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source; and
4. the non-refundable, unused portion of the prepaid expenses for the Covered Trip.

You must provide the following documentation when presenting a claim for these benefits:

- a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the loss, including but not limited to; scheduled departure and return times and actual departure and return times;

- b) Written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

Benefits will not be paid for any expenses, which have been reimbursed, or for any services that have been provided by the Common Carrier.

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

The maximum Benefit Amount is shown in the Confirmation of Benefits.

### **COVERAGE G EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS**

This Coverage G Benefit is provided only if shown as covered in the Confirmation of benefits.

When You suffer loss of life for any reason or incurs a Sickness or Injury during the course of a Covered Trip, the following benefits are payable, up to the Maximum Benefit Amount.

1. For Emergency Medical Evacuation: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are in the Hospital for more than seven consecutive days and Your dependent children who are under 18 years of age and accompanying You on the Covered Trip, are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the travel assistance company)."

If You are traveling alone and is in the Hospital for more than seven consecutive days and Emergency Evacuation is not imminent, upon Your or of Your next of kin if You are incapacitated, benefits will be paid to

transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

2. For Medical Repatriation:
- a) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to his or her permanent residence via:
- i) one-way Economy Transportation; or
- ii) commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

- b) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company.

3. For Return of Remains: In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to his or her place of residence or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable under this Coverage G and You have other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. You shall:

- a) notify the Company of any other insurance;
- b) help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
- c) not do anything after the loss to prejudice the Company's rights; and
- d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

### **SECTION II. DEFINITIONS**

**"Additional Transportation Cost"** means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

**"Bankruptcy"** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

**"Business Partner"** means an individual who (a) is involved in a legal general partnership with You and or (b) is actively involved in the day to day management of Your business.

**"Common Carrier"** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**"Confirmation of Benefits"** means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

**"Covered Trip"** means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date.

**"Default"** means a material failure or inability to provide contracted services.

**"Economy Transportation"** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Covered Trip.

**"Family Member"** means Your or a Traveling Companion's: legal spouse or common-law spouse where legal; legal

guardian; son or daughter (adopted, foster or step); son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; father; step-parent.

“**Hospital**” means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

“**Injury**” or “**Injuries**” means accidental bodily injuries: (a) received while insured under the Policy and any attached coverages; (b) resulting in loss independently of sickness and all other causes; and (c) not excluded from coverage.

“**Insured**” means the person(s) named on the enrollment form or Roster as the Principal Participant, participant’s spouse or participant’s child.

“**Legally Qualified Physician**” means a physician or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of Your license; and (c) recognized as a physician in the place where the services are rendered.

“**Maximum Benefit Amount**” means the maximum amount payable for coverage provided to an Insured as shown in the Confirmation of Benefits.

“**Medical Treatment**” means treatment advice or consultation by a Legally Qualified Physician.

“**Medically Necessary**” means a service or supply which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

“**Pre-existing Condition**” means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or Your and/or Traveling Companion’s Family Member or Your Business Partner for which within the 120 day period prior to the effective date of Your Trip Cancellation coverage under the Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

“**Published Penalties**” means any published cancellation penalties issued by Your travel agency or travel supplier that apply to all clients of the travel agency or travel supplier and can be documented at time of trip sale.

“**Scheduled Departure Date**” means the date on which You are originally scheduled to leave on the Covered Trip.

“**Scheduled Return Date**” means the date on which You are originally scheduled to return to the point of origin or the original final destination.

“**Sickness**” means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while You are covered under the Policy.

“**Strike**” means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

“**Third Party**” means a person or entity other than You or the Company.

“**Transportation Expense**” means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.

“**Travel Arrangements**” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the covered trip.

“**Traveling Companion**” means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the trip.

“**Travel Supplier**” means any entity or organization that coordinates or supplies travel services for You.

“**Usual and Customary Charges**” means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

### SECTION III. INSURING PROVISIONS

Insured’s Term of Coverage:

**For Trip Cancellation:** Coverage begins on the Effective Date and time specified in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.

**For Trip Delay:** Coverage is in force while en route to and from the Covered Trip.

**For all other coverages:** Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

In the event the Scheduled Departure Date and/or the Schedule Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor You have control Your term of coverage shall be automatically adjusted accordance with the Travel Supplier’s notice to the Company of the delay or change.

### SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

Benefits are not payable for Sickness, Injuries or losses of You, Your Traveling Companion or Your Traveling Companion’s Family Member, or Your Business Partner:

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. resulting from an act of declared or undeclared war;
3. while riding, driving or participating in races, or speed or endurance contests;
4. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
5. while participating as a member of a team in an organized sporting competition;

6. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
7. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
9. due to normal childbirth, normal pregnancy through the first 9 months of pregnancy or voluntarily induced abortion;
10. Due to a mental or nervous condition, unless hospitalized;
11. for dental treatment (except as coverage is otherwise specifically provided herein);
12. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased within 21 days from the time the initial Covered Trip deposit is paid.
13. due to loss or damage (including death or injury) loss resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges, which would not have, been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

#### **Additional Limitations and Exclusions Specific to Baggage and Personal Effects**

Benefits are not payable for any loss caused by or resulting from:

- a) breakage of brittle or fragile articles;

- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions; or
- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

#### **SECTION V. GENERAL PROVISIONS**

**Notice of Claim:** Notice of claim must be reported within 20 days 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 the Company or designated representative and should include sufficient information to identify the Insured.

**Claim Forms:** When notice of claim is received by the Company or designated 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 sending 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. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Time of Payment of Claims:** The Company or its designated representative will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims:** Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You: and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) the Principal Insured's spouse;
- b) the Principal Insured's child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) the Principal Insured's estate.

All or a portion of all other benefits provided by the Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Principal Insured.

Other than for loss of life, if any benefit is payable to: (a) You or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release: or (b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

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

**Legal Actions:** No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 3 years after the time required for giving proof of loss. This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**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.

**Other Insurance with the Company:** You may be covered under only one travel policy with the Company for each Covered 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 selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Subrogation:** If the Company has 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, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to

prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

#### **Additional Claims Provisions Specific to Baggage**

Insured's Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

- a) take all reasonable steps to protect, save or recover the property:
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss:
- c) produce records needed to verify the claim and its amount, and permit copies to be made:
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and
- e) be examined, if requested.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Covered Trip.