

# AAA VALLEY TRAILS TRAVEL PROTECTION PLAN



**Plan or Claim Services:** www.travelinsured.com 1-855-376-2037

**24/7 Traveler Support Service:** 1-888-268-2824 (Within U.S./Canada) 1-603-328-1725 (Outside of U.S./Canada)





#### 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 • Telemedicine • House Calls • 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

#### 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: 888-268-2824 (From US/Canada) OR CALL COLLECT: 603-328-1725 (From all other locations)

Travel assistance non-insurance 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.

#### **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 Identify Theft event while on Your Covered Trip, Travel Insured's designated provider will provide you with the support and tools needed for You to restore Your identity to prevent status. Assistance includes contacting Your creditors to notify them of the event and to request replacement cards; connecting you with a friend or family member at home and providing them with the assistance to set up a transfer or wire of funds; information on how to contact the three major credit bureaus; guidance on how to obtain a police report; and providing You with a guide on how to restore Your credit.

#### **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

#### TRAVEL PROTECTION INSURANCE CERTIFICATE

#### AAA Valley Trails Travel Protection Plan

This certificate describes the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased. 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. If there are any conflicts between the contents of this document and the policy (form series T7000GBP), the policy will govern in all cases.

#### 14 Day Free Look Period

If You are not satisfied for any reason, You may cancel this insurance within 14 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 Program or filed a claim under this certificate. When so returned, all coverages under this certificate are invalid from the beginning.

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

Marc J. Adee Chairman and CEO

Winh 1 & MiTime

Michael P. McTigue Secretary

### TABLE OF CONTENTS

	SCHEDULE OF BENEFITS
SECTION I	COVERAGE PROVISIONS
SECTION II	WHEN COVERAGE BEGINS AND ENDS
SECTION III	EXTENSION OF COVERAGE
SECTION IV	COVERAGES
SECTION V	GENERAL DEFINITIONS
SECTION VI	EXCLUSIONS AND LIMITATIONS
SECTION VII	PREMIUMS
SECTION VIII	CLAIMS PROCEDURES
SECTION IX	HOW TO FILE A CLAIM
SECTION X	GENERAL PROVISIONS

# SCHEDULE OF BENEFITS

SECTION IV Benefit(s)	Maximum Benefit Amount	
Program Cancellation**	Up to 100% of the non-refundable insured Program Cost*	
Optional Cancel for Any Reason**	Up to 75% of non-refundable insured Program Cost*	
Program Interruption**	Up to 150% of the non-refundable insured Program Cost*	
*Up to the lesser of the Program Cost paid or the limit of co		
** Program Cancellation is not applicable when \$0 Program	Cost displayed on Your confirmation of coverage	
Program Delay	Up to \$150 per day, to a maximum of \$2,250	
Medical Evacuation and Repatriation of Remains Benefit	\$100,000	
Emergency Medical Evacuation	Included	
Medical Repatriation	Included	
Repatriation of Remains	Included	
Medical Escort	Included	
Additional Medical Evacuation		
Transportation of Children/Child	Included	
Bedside Visit Transportation to Join You	Included	
Optional Benefit(s)	·	
The Optional Benefit(s) are applicable only when specifically re	equested on the enrollment document(s) and You have pai	

The Optional Benefit(s) are applicable only when specifically requested on the enrollment document(s) and You have paid the additional premium and the purchase is confirmed on Your confirmation of benefits.

T7000GBC-SOB

#### SECTION I COVERAGE PROVISIONS

#### Who Is Eligible For Coverage

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

#### Non-Refundable Provision

After the 14-day review period, the premium for this certificate is non-refundable.

#### SECTION II WHEN COVERAGE BEGINS AND ENDS

#### When Coverage Begins:

#### This is Your Effective Date and time for Program Cancellation; Optional Cancel For Any Reason:

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

This is Your Effective Date and time for Program Delay: Coverage begins after You have traveled 25 miles or more from Your Primary Residence en route to join Your Program.

This is Your Effective Date and time for All Other Coverages: Coverage begins on the date and time You depart on the first Program Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Scheduled Destination) for Your Program.

#### When Coverage Ends:

Program Cancellation; Optional Cancel For Any Reason coverage(s) automatically end on the earlier of:

- 1. the date and time You depart on Your Program;
- 2. the date and time You cancel Your Program;
- 3. the scheduled departure time on the Scheduled Departure Date of Your Program.

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

- 1. the date You complete Your Program;
- 2. the Scheduled Return Date;
- 3. cancellation of Your Program covered by this certificate;
- 4. the date You return from Your Program if Your return was delayed due to a covered Unforeseen reason listed under the certificate.

#### SECTION III EXTENSION OF COVERAGE

#### Automatic Extension of Coverage

All coverages will be extended if Your entire Program is covered by this certificate 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 7 days after the originally Scheduled Return Date.

#### Medical Evacuation and Repatriation Extension

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

#### Accident and Sickness Medical Expense Extension

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

#### SECTION IV COVERAGES

#### **PROGRAM CANCELLATION**

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

- 1. Your, a Family Member's, a Traveling Companion's, or a Business Partner's death that occurs before departure on Your Program; or
- 2. Your, a Family Member's, a Traveling Companion's, or a Business Partner's Sickness or Injury, that:
  - a. occurs before departure on Your Program;
  - b. is examined and treated by a Physician prior to cancellation unless it is not reasonably possible to do so; and
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause You to cancel Your Program.

Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause You to cancel Your Program to assume daily management of the business.

3. You or Your Traveling Companion must cancel Your Program due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### Other Covered Events means:

- 1. You or Your Traveling Companion have Complications of Pregnancy, which is verified by medical records and occurs after the Effective Date of coverage;
- 2. This peril applies if You have purchased the plan within the Time Sensitive Period. The Financial Insolvency or Financial Default of an entity that directly provides Program Arrangements, including an Air Common Carrier, riverboat cruise, cruise line, tour operator, camp or program provider or other travel entity that causes a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Your Program Cancellation benefit. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination.

Losses resulting from the Financial Insolvency or Financial Default of the Program Supplier are not covered by this plan;

3. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Program Departure City or Scheduled Destination. The traffic accident must be documented by a police report;

- 4. mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's travel for at least 12 consecutive hours;
- 5. mandated shutdown by local government authorities of an airport or air traffic control system resulting in the complete cessation of services of Your Common Carrier;
- 6. shutdown of the air traffic control system or an airport due to fire or power outage from which You are scheduled to depart resulting in the complete cessation of services of Your Common Carrier;
- 7. an unannounced Strike results in a complete cessation of services for at least 12 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
- 8. Inclement Weather that causes a: complete cessation of services, for at least 12 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
- 9. Your or Your Traveling Companion's Primary Residence or Scheduled Destination is made Uninhabitable and remains Uninhabitable during Your Program by a Natural Disaster or burglary;

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

- 10. You or Your Traveling Companion are hijacked or Quarantined;
- 11. You or Your Traveling Companion are subpoenaed, served with a court order, required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity;
- 12. You or Your Traveling Companion or Family Member are called to active military duty or emergency service as a reservist, firefighter or police officer; either to serve or to provide aid or relief in the event of a Natural Disaster, an Epidemic, a Civil Disorder, or Terrorist Incident other than war;
- 13. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Program Cancellation coverage and the leave revoked or reassigned after the Effective Date of Program Cancellation coverage;
- 14. a Terrorist Incident occurs before Your Program:
  - a. within 30 days of Your Scheduled Departure Date in a city listed on the scheduled itinerary of Your Program;
  - b. Provided Your Program Supplier (if applicable) did not offer a substitute itinerary.

If an incident occurred in a city within 90 days prior to Your purchase of insurance, all other incidents in that same city are excluded;

- 15. a documented theft of Your passports or travel documents or visas specifically required for Your Program. A police report must substantiate the theft;
- 16. You or Your Traveling Companion are the victim of a Felonious Assault within 10 days prior to the Scheduled Departure Date;
- 17. Your parent or legal guardian, if You are a Child, is responsible financially for the Trip and:
  - a. has an involuntary transfer of employment within the same organization of 250 or more miles which requires their Primary Residence to be relocated and You have to cancel Your Trip. Notification of the transfer must occur after the Effective Date of the Insured's Trip Cancellation Coverage;
  - b. is involuntary terminated or laid off from their employment, and You have to cancel Your Trip;

This provision is only applicable if they have been an active employee with the same employer for at least 1 continuous year;

18. You or Your Traveling Companion are a student (or are a parent of a student) or are employed either as a full-time teacher or other full-time employee at an elementary, middle or high school and are required to attend/cover an extended school year that falls during or beyond the Scheduled Departure Date. Notice of the extended school year must be provided after the Program Cancellation Effective Date. School extensions due to extra-curricular or athletic events are not covered;

19. Your or Your Traveling Companion's place of employment is deemed to be unsuitable for business due to burglary,

T7000GBC

vandalism or a Natural Disaster and You or Your Traveling Companion are directly involved as a member or as an employee of the disaster recovery team who is responsible for policy and decision making and are required to work as a result.

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

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

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

#### OPTIONAL CANCEL FOR ANY REASON

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits You paid for Your Program, when You cancel Your Program prior to Scheduled Departure Date for any reason not otherwise covered by this certificate, provided the following conditions are met:

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

You can only purchase this benefit at the time the base certificate is purchased.

This Cancel For Any Reason Benefit does not cover penalties associated with any air or other Program Arrangements not provided by AAA Valley Trails or the failure of AAA Valley Trails to provide the bargained-for Program Arrangements due to cessation of operations for any reason.

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

#### PROGRAM INTERRUPTION

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

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

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

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

Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause You to interrupt Your Program to assume daily management of the business;

3. You or Your Traveling Companion must interrupt Your Program due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### Other Covered Events means:

- 1. You or Your Traveling Companion have Complications of Pregnancy which is verified by medical records and occurs while You or Your Traveling Companion are on Your Program;
- an unannounced Strike resulting in complete cessation of travel services for at least 12 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Return Destination;
- You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Program Departure City or Scheduled Destination or Return Destination. The traffic accident must be documented by a police report;
- 4. a mechanical breakdown/equipment failure of a Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes complete cessation or delay of You or Your Traveling Companion's travel for at least 12 consecutive hours;
- 5. a local government mandated shutdown of an airport or air traffic control system resulting in the complete cessation of services of Your Common Carrier;
- 6. shutdown of the air traffic control system or an airport due to fire or power outage from which You are scheduled to depart resulting in the complete cessation of services of Your Common Carrier;
- 7. Inclement Weather that causes a: complete cessation of services for at least 12 consecutive hours of a Common Carrier on which You are scheduled to travel;
- 8. Your or Your Traveling Companion's Primary Residence or Scheduled Destination is made Uninhabitable and remains Uninhabitable during Your Program by a Natural Disaster or burglary;

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

- 9. You or You Traveling Companion are hijacked or Quarantined;
- 10. You or Your Traveling Companion are subpoenaed, served with a court order, required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion is not: 1) a party to the legal action; except 2) appearing in a law enforcement capacity;
- 11. You or Your Traveling Companion or Family Member are called to active military duty or emergency service as a reservist, firefighter or police officer either to serve or to provide aid or relief in the event of a Natural Disaster, an Epidemic, a Civil Disorder, or Terrorist Incident other than war;
- 12. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned while You or Your Traveling Companion are on the Program and You have to interrupt the Program. Official written notice of the revocation or re- assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Program Interruption coverage and the leave revoked or reassigned after the Effective Date of Program Interruption coverage;
- 13. a Terrorist Incident that occurs during Your Program:
  - a. in a city listed on the scheduled itinerary of Your Program; and
  - b. provided Your Program Supplier (if applicable) did not offer a substitute itinerary.

Note: if an incident occurs in a city within 90 days prior to Your insurance purchase, all other incidents in that same city are excluded;

- 14. a theft or loss of passports or travel documents or visas while on Your Program, specifically required for Your Program, which is substantiated by a police report;
- 15. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Program;

16. Your parent or legal guardian, if You are a Child, is responsible financially for the Trip and:

- a. has an involuntary transfer of employment within the same organization of 250 or more miles which requires their Primary Residence to be relocated and You have to interrupt Your Trip. Notification of the transfer must occur while You are on Your Trip;
- b. is involuntary terminated or laid off from their employment while You are on Your Trip, and You have to interrupt Your Trip. Termination must occur following Your Trip Interruption Effective Date;

This provision is only applicable if they have been an active employee with the same employer for at least 1 continuous year;

- 17. Your or Your Traveling Companion's place of employment is deemed to be unsuitable for business due to burglary, vandalism or a Natural Disaster and You or Your Traveling Companion are directly involved as a member or as an employee of the disaster recovery team who is responsible for policy and decision making and are required to work as a result.
- 18. This peril applies if You have purchased the plan within the Time Sensitive Period. Financial Insolvency or Financial Default of an entity that directly provides Program Arrangements, including an Air Common Carrier, riverboat cruise, cruise line, tour operator, camp or program provider or other travel entity that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Program Interruption. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your Scheduled Destination;

You are not covered by this plan for losses resulting from the Financial Insolvency or Financial Default of the Program Supplier.

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

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

#### PROGRAM DELAY

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the land or water Program Arrangements, Reasonable Additional Expenses, plus the Additional Transportation Cost paid if Your Program is delayed at least 6 consecutive hours from the original departure time and prevents You from reaching Your Scheduled Destination to:

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

The Program 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 Program Departure City or Scheduled Destination. The traffic accident must be documented by a police report;
- 2. Common Carrier delay. (the delay must be documented by a Common Carrier);
- 3. a documented theft of Your passports or travel documents specifically required for Your Program. The theft must be substantiated by a police report;
- 4. You are hijacked or Quarantined;
- 5. An unannounced Strike results in a complete cessation of services of a Common Carrier on which You are scheduled to travel which prevents You from reaching the Scheduled Destination;
- 6. Inclement Weather that causes a: delay or complete cessation of services of a Common Carrier on which You are scheduled to travel at the point of Your Scheduled Departure site which prevents You from reaching Your Scheduled Destination;

7. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 6 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Program.

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

#### 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 Program, for the following:

#### **Emergency Medical Evacuation**

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

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

#### **Medical Repatriation**

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

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

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

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

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

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

#### **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 Program.

Repatriation Expenses means:

a) embalming or local cremation; and

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

Transportation expenses for the Emergency Medical Evacuation or Medical 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, Medical 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, Medical Repatriation or Repatriation of Remains, benefits will be limited to the amount We would have paid had We or Our designated Travel Assistance Services Provider been contacted and related services pre-approved.

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

#### ADDITIONAL MEDICAL EVACUATION

**Transportation of Children/Child**: If You die or are Hospitalized for more than 7 consecutive days following an Emergency Medical Evacuation, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your Children/Child who were accompanying You on Your Program (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 an Emergency Medical Evacuation, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation is not imminent.

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

Additional Medical Evacuation Benefits are supplemental to benefits provided under Medical Evacuation and Medical Repatriation and Your Medical Evacuation and Medical Repatriation coverage may not exceed the amount shown in the Schedule of Benefits.

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

### SECTION V GENERAL DEFINITIONS

**Accident** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

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

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.

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

Children/Child means a person:

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

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

**Civil Disorder or Riot** means a public disturbance by a person or persons acting in revolt, coup, rebellion or resistance against an established government or civil authority or involvement in acts of violence that causes immediate danger, damage, or injury to others or their property.

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

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

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

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

- a) resides with 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 certificate, or if not specifically outlined therein, the date You paid the total required premium for the coverage.

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

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

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

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

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

**Hospital** means a facility that:

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

A Hospital does not include:

- 1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
- 2. a facility which treats drug, marijuana or alcoholism addictions;
- 3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes.

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

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

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

Medically Fit to Travel means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Program, You are medically able to travel.
T7000GBC 15

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.

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

**Payments or Deposits** means the cash, check, or credit card amounts actually paid or used for Your Program Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Program Arrangements are not Payments or Deposits as defined herein.

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

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

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

- 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 certificate.
- 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.

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

**Program Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Program by Your Program Supplier.

**Program Cost** means the lesser of the amount You paid for Your Program Arrangements or the amount of coverage You purchased for Program Cancellation benefits.

Program Supplier means any entity or organization that coordinates or supplies Program Arrangements for You:

- 1. from whom this certificate is purchased; and
- 2. with whom You booked Your Program Arrangements.

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

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

**Rental Property** means a hotel room, vacation home, or other rental property You booked for Your stay during Your Program.

**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 Program.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Program. 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 Program other than Return Destination.

**Scheduled Return Date** means the date on which You are scheduled to return to the point where Your Program started or to a different specified Return Destination.

**Scheduled Program Departure City** means the city from which You are originally scheduled to depart on the Program where the scheduled tour or cruise on which You are to participate originates.

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

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

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

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

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

T7000GBC

of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

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

Time Sensitive Period means insurance must be purchased at or before the final payment for Your Program.

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 Program Arrangements and who, during Your Program, 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.

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

#### Uninhabitable means:

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

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

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

#### SECTION VI 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 exclusion(s) appl(y)(ies) to the Program Cancellation and Program Interruption.

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 certificate.

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

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

- 1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane;
- 2. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
- 3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
- 4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
- 5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner;
- 6. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
- 7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 8. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Program Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of Your Program Supplier or any entity that sold, solicited, negotiated, offered or disseminated this certificate to You or Your Traveling Companion.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- a. Your premium for this certificate and enrollment form is received within the Time Sensitive Period; and
- b. You are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

#### SECTION VII PREMIUMS

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

#### SECTION VIII CLAIMS PROCEDURES

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

#### For Program Cancellation, Optional Cancellation For Any Reason, and Program Interruption You must:

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

If the Insured is prevented from taking their Program as scheduled or must interrupt their Program due to Sickness or Injury, the Insured should obtain medical care immediately. We require an examination and treatment by a Physician prior to cancellation or interruption unless it is not reasonably possible to do so. Provide all unused transportation tickets, official receipts, etc.

**For Program 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.

## SECTION IX HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days after a loss occurs or as soon as is reasonably possible. 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 Program invoice, itinerary or confirmation showing details of Your Program (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 certificate 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 certificate 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 if 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 X GENERAL PROVISIONS

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

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

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

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

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

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

Conformity with Statute: Terms of this certificate 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 certificate. We may examine such data at any reasonable time.

Economic or Trade Sanctions: Any payments under this certificate 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 certificate. 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 certificate 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 certificate or its attachments.

Legal Actions Against Us: All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate 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 certificate. 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 T7000GBC 21

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 certificate with Us for each Program. If You are covered under more than one such certificate, 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 certificate**: Termination of this certificate will not affect a claim for loss, which occurs after You pay the premium and while the certificate is in force.

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

#### **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### **CALIFORNIA AMENDATORY ENDORSEMENT**

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

The certificate is hereby amended for California as follows:

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

A person who is booked to travel on a Program and pays the required premium is covered under this certificate. Coverage is only available for persons who are citizens or residents of the United States of America.

2. The Domestic Partner definition in the General Definitions section is deleted in its entirely 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 case is an Accident occurring while Your coverage under this certificate 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 certificate, 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 **Program Cancellation** and **Program Interruption** 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 **benefit-specific**, **exclusion** provision in the Exclusions and Limitations section is deleted and replaced the following:

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

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

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

Signed for United States Fire Insurance Company By:

here & Clade

Marc J. Adee Chairman and CEO

Michael & MiTine

Michael P. McTigue Secretary

WHAT DOES CRUM & FORSTER

FACTS

# DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
	<ul> <li>Social Security number and income</li> <li>credit scores and credit-based insurance scores</li> <li>insurance claim history and employment information</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Crum & Forster chooses to share; and whether you can limit this sharing.

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

To limit our sharing	<ul> <li>Call 844.254.5754</li> <li>Email us at: CFGeneralCounsel@cfins.com</li> <li>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</li> <li>However, you can contact us at any time to limit our sharing.</li> </ul>
Questions	Call 844.254.5754 or email us at: CFGeneralCounsel@cfins.com

Who are we	
Who is providing this notice?	Crum & Forster and its affiliates.
What we do	
How does Crum & Forster protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal and state law. These measures include computer safeguards and secured files and buildings.
How does Crum & Forster	We collect your personal information, for example, when you
collect my personal information?	<ul> <li>apply for insurance or pay insurance premiums</li> <li>file an insurance claim or give us your contact information</li> <li>provide employment information</li> </ul>
	We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only
	<ul> <li>sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> </ul>
	State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	Our affiliates include: United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Seneca Insurance Company, Inc., Travel Insured International, Inc., Monitor Life Insurance Company of New York, MTAW Insurance Company, Bail USA, Inc. and any other company within the Crum & Forster group of companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	Crum & Forster does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <i>Crum &amp; Forster doesn't jointly market.</i>

# Other important information

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

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

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

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

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

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

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

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