TRAVEL RELAXED... TRAVEL SECURE, YOU'VE GOT

# CROWN CRUISE VACATIONS PROTECTION PLAN

## Texas



**FOR SERVICE, VISIT OR CALL:**
**www.travelinsured.com**
**1-866-684-0218**

**FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:**

**1-800-494-9907**

**1-603-328-1707**
(Collect)

TRAVEL INSURED INTERNATIONAL
*A Customer-Connected Company*

**LET OUR FAMILY TAKE CARE OF YOU!**



*PETER GEHRIS*
*FOUNDER*

CROWN CRUISE VACATIONS

T-9058TX

10.15.2014 rev

# CROWN CRUISE VACATIONS PROTECTION PLAN

**Note**: For residents of TX

The insurance benefits are underwritten by the United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2015. Not all coverage is available in all jurisdictions.
***Travel Assistance non-insurance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International.

## YOUR TRAVEL PROTECTION PLAN

Thank you for purchasing a travel protection plan from us!

Please review the following documents carefully, they include:

- Your plan, which explains how your travel protection plan works.
- A letter of confirmation that came with your package of documents, this tells you what coverage you have and the limits. Review this document carefully as it may describe coverage your plan doesn't include.
- Any other information you receive with your package which may include riders or other forms.

Contact us immediately if you think there is a mistake on your letter of confirmation at **1-866-684-0218**. Have your policy # that is on your letter of confirmation available so we can best serve you!

## 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 Covered 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 Covered 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. (Submit these first to other medical plans. Provide a copy of their final disposition of Your Claim.)

**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.

**Administered by**

TRAVEL INSURED INTERNATIONAL

A Customer-Connected Company

**For questions or to report a claim, contact:**
**Travel Insured International**
**855 Winding Brook Drive**
**P.O. Box 6503**
**Glastonbury, CT 06033**
**866-684-0218**

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**T210-IPAO**

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## 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

**24/7 Worldwide Non-Insurance Assistance Services**
**Travel Assistance, Medical Emergency, Concierge Service, Business Concierge, Political and Natural Disaster Evacuation and ID Theft Resolution Service**
**FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:**
**800-494-9907**
**(From US/Canada)**
**OR CALL COLLECT:**
**603-328-1707**
**(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 services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance 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.

# TRAVEL INSURANCE POLICY

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

**INDIVIDUAL TRAVEL PROTECTION INSURANCE POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**
This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the Schedule of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

FOURTEEN DAY LOOK: If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

**Renewal**: Coverage under this Policy is not renewable. If coverage is needed for an additional Trip, a new enrollment form must be completed and correct premium submitted to the company administrator. A new Pre-Existing Condition Exclusion will apply for each additional Trip.

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

## LIMITED BENEFIT COVERAGE
### SCHEDULE OF BENEFITS

| Listing of Benefits | Maximum Limit |
|---|---|
| **Travel Protection** | |
| **Trip Cancellation** | 100% of Trip Cost* |
| **Trip Interruption** | 100% of Trip Cost* |
| **Up to the less or the Trip Cost paid, up to a maximum of $60,000.* | |
| **Travel Delay ($150 per day)** | $500 (12 hours) |
| **Missed Connection** | $200 (3 hours) |
| **Baggage Protection** | |
| **Baggage/Personal Effects** | $1,000 |
| **Per Article Limit** | $250 |
| **Combined Articles Limit** | $500 |
| **Baggage Delay** | $500 (24 hour) |

## SECTION I – EFFECTIVE DATE AND TERMINATION DATE

**When Coverage For Your Trip Begins – Coverage Effective Date:**
**Trip Cancellation**: Coverage begins on the date and time at 12:01 a.m. on the day after the date the appropriate premium payment for this Policy for Your Trip is received. This is Your "Effective Date" and time for Trip Cancellation.

**Travel Delay**: Coverage begins after You have traveled 50 miles or more from home en route to join Your Trip. This is Your "Effective Date" and time for Travel Delay.

**All Other Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages, except Trip Cancellation and Travel Delay.

**When Coverage For Your Trip Ends – Coverage Termination Date:**
**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) 72 hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip cruise tour; or 2) on or before the final Payment due date for Your Trip; or 3) the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on around-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Policy. Termination of this Policy will not affect a claim for loss that occurs after premium has been paid.

**Extension of Coverage**:
All coverages under this Policy will be extended if Your entire Trip is covered by this Policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

## SECTION II - COVERAGES

### COVERAGE A
### TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of the Published Penalties and unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs before departure on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury, which: a) occurs before departure on Your Trip, b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) and prevents Your participation in the Trip;
3. For the **Other Covered Reasons** listed below;

provided such circumstances occur while coverage is in effect.

**"Other Covered Reasons"** means:

a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your 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);
b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
c. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
d. Inclement Weather that causes complete cessation of services for at least 18 consecutive hours of the Air Carrier on which You are scheduled to travel;
e. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
f. involuntary employer termination or layoff which occurs 30 days or more after Your Effective Date affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year.

g. revocation of Your previously granted military 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;
h. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure 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. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments or Deposits that result from all other delays of reporting beyond 72 hours are not covered.

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

**Single Supplement**
Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is canceled for a covered reason and You do not cancel Your Trip.

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

## COVERAGE B
## TRIP INTERRUPTION

Benefits will be paid, up to the lesser of a) the Maximum Benefit Amount shown in the Schedule of Benefits; or b) 100% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

Trip Interruption must be due to:
1. Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs before departure on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury, which: a) occurs before departure on Your Trip, b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) and prevents Your participation in the Trip;
3. For the **Other Covered Reasons** listed below;

provided such circumstances occur while coverage is in effect.
**"Other Covered Reasons"** means:
a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your 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);

b. Your or Your Traveling Companion's primary place of residence [or destination] being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
c. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
d. Inclement Weather that causes complete cessation of services for at least 18 consecutive hours of the Air Carrier on which You are scheduled to travel;
e. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
f. involuntary employer termination or layoff which occurs 30 days or more after Your Effective Date affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year.
g. revocation of Your previously granted military 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;
h. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;

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

**Single Supplement**
Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is interrupted for a Covered reason and You do not interrupt Your Trip.

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

## COVERAGE C
## TRAVEL DELAY

Benefits will be paid up to $150 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal, telephone call and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 12 hours or more while en route to or from, or during Your Trip, due to:

a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);

b) a traffic accident in which You or Your Traveling Companion is not directly involved (must be substantiated by a police report);
c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
e) a documented weather condition preventing You from getting to the point of departure.

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 other benefits payable under the Policy or any coverage(s) attached to the Policy.

**COVERAGE D**
**MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:
a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
b) documented weather condition preventing You from getting to the point of departure;

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:
a) Your Additional Transportation Cost to join Your Trip; and
b) Your Prepaid expenses for the unused land or water Travel Arrangements; and
c) reasonable accommodation, telephone and meal expenses necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

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

**COVERAGE E**
**BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Policy; and (c) occurring while coverage is in effect. For the purposes of this benefit: "Baggage and Personal Effects" means goods being used by You during Your Trip.

**Valuation and Payment of Loss:** The lesser of the following amounts will be paid:
1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
2) the cost to repair or replace the article with material of a like kind and quality; or
3) $250 per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:
1) repair or replace any part to restore the pair or set to its value before the loss; or
2) pay the difference between the value of the property before and after the loss.

A combined maximum of $500 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of $100 will be paid for the cost of replacing a passport or visa.

A maximum of $100 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

**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) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
11) artificial limbs or other prosthetic devices;
12) prescribed medications;
13) keys, money, stamps and credit cards (except as otherwise specifically covered 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) sporting equipment if the loss results from the use thereof; or
17) telephones or PDA devices, computer hardware or software;
18) computer, digital or electronic equipment or media.

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, 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.

**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 or unattended 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;
h) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

**Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:**
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 scheduled under any other insurance.

**Additional Claims Provisions Specific to Baggage**
Your 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 You 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) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items: and
e) allow the company to examine baggage or personal effects, if requested.

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

## SECTION III - DEFINITIONS

| | |
|---|---|
| **"Accident"** | means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling. |
| **"Actual Cash Value"** | means current replacement cost for items of like kind and quality |
| **"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. |
| **"Air Carrier"** | means any air conveyance operating under a valid license for the transportation of passengers for hire. |
| **"Baggage and Personal Effects"** | means luggage, personal possessions and travel documents taken by You on Your Trip. |
| **"Bankruptcy or Default"** | means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others. |

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

**"Caregiver"** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**"Child Caregiver"** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**"Common Carrier"** means any land, sea, or air conveyance operating under a valid 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 acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. 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 does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**"Confirmation of Benefits"** means a written confirmation specifying the coverages and amounts has purchased and which is delivered to following purchase**.**

**"Covered Accident"** means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

**"Covered Vehicle"** means a private passenger vehicle (including mini-vans, pickup trucks and sport utility vehicles) which is registered or rented to You during Your Trip, which is rated ¾ ton in weight or less, not used for racing, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use.

**"Domestic Partner** means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage, or as otherwise defined according to the laws of Your state of residence.

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

**"Family Member"** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.

**"Home"** means Your primary place of residence.

**"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; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. 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.

**"Insured"** means a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.

**"Intoxicated"** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**"Legally Qualified Physician"** means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her 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 You as shown in the Schedule.

**"Medically Fit to Travel"** means based on assessment a Legally Qualified Physician has advised You, a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.

**"Medically Necessary"** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

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

**"Natural Disaster"** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**"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 hospital programs are usually furnished by a hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**"Payments or Deposits"** means the cash, check, or credit card amounts, or the cash value of Timeshare Points actually paid or used for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**"Penalty"** means a fee assessed for canceling a reservation. For airline tickets, the cancellation penalty is usually collected by refunding only a portion of the ticket price. For hotel reservations, the cancellation penalty is charged to the credit card or deposit used to secure the reservation.

**"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 180 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.

**"Prepaid"** means Payments or Deposits paid by You to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Prepaid as defined herein.

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| **"Published Penalties"** | means any published cancellation penalties levied 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 Your purchase of Travel Arrangements from Your travel agency. |
| **"Scheduled Departure Date"** | means the date on which You are originally scheduled to leave on Your 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 of Your Trip. |
| **"Strike"** | means any organized and legally sanctioned labor disagreement resulting in a 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. |
| **"Terrorist Incident"** | means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country. |
| **"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. |
| **"Traveling Companion"** | means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You will share accommodations with You in the same room, cabin, condominium unit, apartment unit or other lodging. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You. |
| **"Travel Supplier"** | means any entity or organization that coordinates or supplies travel services for You. |
| **"Trip"** | means a scheduled trip or Timeshare Exchange for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip a scheduled trip of 30 days or less and a trip of 50 miles or more from Your primary residence for which coverage is requested and the premium is paid. |
| **"Us", "We", "Our"** | means United States Fire Insurance Company. |

## SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS

**Benefits are not payable for any loss 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 to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in bodily contact sports, skydiving or parachuting, hang gliding or bungee cord jumping;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
14. due to a Pre-Existing Condition, as defined in the Policy;
15. Bankruptcy or Default or failure to supply services by a supplier of travel services.
16. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.
17. Your arrival into a country for which a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department has been issued preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

**MEDICALLY FIT TO TRAVEL EXCLUSION:**

The Company will not pay any expense as a result of You having been advised in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip. If Coverage for a Trip is purchased and it is later determined that You , a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is void and premium paid will be returned.

**EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible Insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company 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.

## SECTION V – PAYMENT OF CLAIMS

**Claim Procedures: 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 Us or Our designated representative and should include sufficient information to identify You.

**Claim Procedures: Claim Forms**: When notice of claim is received by Us or Our 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 You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Claim Procedures: 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.

**Payment of Claims: When Paid**: We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims**: **To Whom Paid**: 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:

a) Your spouse;
b) Your 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) Your estate.

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

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

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

**Subrogation:** If the Company has made a payment for a loss under this Policy, 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, You 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.

## SECTION VI - GENERAL PROVISIONS

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

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with the Company/administrator.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Company/administrator with a written request for change. When the request is received, whether is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

**Misstatement of Age**: If premiums for are based on age and has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which is insured are based on age and has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

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

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

**Other Insurance with the Company:** You may be covered under only one travel Policy with the Company for each Trip. If You are covered under more than one such Policy, You may select the coverage that is to remain in effect. In the event of death, the 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.

**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 Policy for Your Trip.

**Payment of Premium:** Coverage is not effective unless all premium has been paid to the Company/administrator prior to a date of loss or insured occurrence.

**Termination of This Policy**: Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by/to anyone else.

**Controlling Law:** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.

# TRAVEL INSURANCE POLICY

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

**INDIVIDUAL TRAVEL PROTECTION INSURANCE POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**
This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the Schedule of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

FOURTEEN DAY LOOK: If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

**Renewal**: Coverage under this Policy is not renewable. If coverage is needed for an additional Trip, a new enrollment form must be completed and correct premium submitted to the administrator. A new Pre-Existing Condition Exclusion will apply for each additional Trip.

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

## LIMITED BENEFIT COVERAGE
### SCHEDULE OF BENEFITS

| Listing of Benefits | Maximum Limit |
|---|---|
| **Medical Protection** | |
| **Emergency Accident and Sickness Medical Expense** | $50,000 |
| **Dental Sublimit** | $750 |
| **Emergency Medical Evacuation/Medical Repatriation/Return of Remains** | $200,000 |

## SECTION I – EFFECTIVE DATE AND TERMINATION DATE

**When Coverage For Your Trip Begins – Coverage Effective Date:**
**All Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages, except Trip Cancellation and Travel Delay.

**When Coverage For Your Trip Ends – Coverage Termination Date:**
**All Coverages:** Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on around-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Policy. Termination of this Policy will not affect a claim for loss that occurs after premium has been paid.

**Extension of Coverage:**
All coverages under this Policy will be extended if Your entire Trip is covered by this Policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

## SECTION II - COVERAGES

### COVERAGE E
### ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip (of a duration of 90 days or less for Sickness). Only Covered Expenses incurred during Your Trip (of duration of 90 days or less for Sickness) will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will include up to $750 for expenses for emergency dental treatment due to Injury to natural teeth.

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 Your admission to a Hospital, because of a Covered Accidental Injury or covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

For the purpose of this benefit:
"Covered Expense" means expense incurred only for the following:

1. The medical services, prescription drugs, prosthetics, and therapeutic services and supplies ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Your Trip, if recommended as a substitute for a hospital room for recovery from a Covered Accidental Injury or covered Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital**.**

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

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

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

**1. 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 traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

2. **Medical Repatriation**: 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 primary place of 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 Your primary place of residence or to a Hospital or medical facility closest to Your primary place of place of

residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:

i) one-way Economy Transportation;
ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
iii) other covered land or air transportation including, but 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. Transportation must be via the most direct and economical route.

3. **Return of Remains**: In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

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

If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve 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.

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

## SECTION III - DEFINITIONS

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| **"Accident"** | means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling. |
| **"Actual Cash Value"** | means current replacement cost for items of like kind and quality |
| **"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. |
| **"Air Carrier"** | means any air conveyance operating under a valid license for the transportation of passengers for hire. |
| **"Baggage and Personal Effects"** | means luggage, personal possessions and travel documents taken by You on Your Trip. |
| **"Bankruptcy or Default"** | means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the |

Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

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

**"Caregiver"** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**"Child Caregiver"** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**"Common Carrier"** means any land, sea, or air conveyance operating under a valid 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 acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. 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 does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**"Confirmation of Benefits"** means a written confirmation specifying the coverages and amounts has purchased and which is delivered to following purchase.

**"Covered Accident"** means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

**"Covered Vehicle"** means a private passenger vehicle (including mini-vans, pickup trucks and sport utility vehicles) which is registered or rented to You during Your Trip, which is rated ¾ ton in weight or less, not used for racing, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use.

**"Deductible"** means the dollar amount of expenses which must be incurred and paid by before benefits are payable under this Policy. It applies separately to each Insured.

**"Domestic Partner"** means an opposite or same sex partner who, for at least 12 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners;

(2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

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

**"Family Member"** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.

**"Guest Fees"** means the fees associated with the issuance of a Guest Certificate on behalf of You to another person when such Guest Certificate has been used for an Exchange.

**"Home"** means Your primary place of residence.

**"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; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. 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 bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**"Insured"** means a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.

**"Intoxicated"** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**"Legally Qualified Physician"** means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her 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 You as shown in the Schedule.

**"Medically Fit to Travel"** means based on assessment a Legally Qualified Physician has advised You , a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.

**"Medically Necessary"** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

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

**"Natural Disaster"** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**"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 hospital programs are usually furnished by a hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**"Payments or Deposits"** means the cash, check, or credit card amounts, or the cash value of Timeshare Points actually paid or used for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**"Penalty"** means a fee assessed for canceling a reservation. For airline tickets, the cancellation penalty is usually collected by refunding only a portion of the ticket price. For hotel reservations, the cancellation penalty is charged to the credit card or deposit used to secure the reservation.

**"Pre-Existing Condition"** means an illness, disease, or other condition during the 180 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: 1) received or received a recommendation for a test, examination, or medical

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| | 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 180 day period before coverage is effective under this Policy. |
| **"Prepaid"** | means Payments or Deposits paid by You to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Prepaid as defined herein. |
| **"Published Penalties"** | means any published cancellation penalties levied 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 Your purchase of Travel Arrangements from Your travel agency. |
| **"Scheduled Departure Date"** | means the date on which You are originally scheduled to leave on Your 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 of Your Trip. |
| **"Sickness"** | means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect. |
| **"Strike"** | means any organized and legally sanctioned labor disagreement resulting in a 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. |
| **"Terrorist Incident"** | means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country. |
| **"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. |

| | |
|---|---|
| **"Traveling Companion"** | means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You will share accommodations with You in the same room, cabin, condominium unit, apartment unit or other lodging. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You. |
| **"Travel Supplier"** | means any entity or organization that coordinates or supplies travel services for You. |
| **"Trip"** | means a scheduled trip or Timeshare Exchange for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip a scheduled trip of 30 days or less and a trip of 50 miles or more from Your primary residence for which coverage is requested and the premium is paid. |
| **"Us", "We", "Our"** | means United States Fire Insurance Company. |
| **"Usual and Customary Charges"** | means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed. |

## SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS

**Benefits are not payable for any loss 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 to travel with You , while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in bodily contact sports, skydiving or parachuting, hang gliding or bungee cord jumping;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits ;

14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
15. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
16. a mental or nervous condition, unless hospitalized or Partially Hospitalized for that condition while the Policy is in effect for You ;
17. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You ;
18. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.
19. an assessment from a Legally Qualified Physician advising You in writing that You , a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip.
20. Your arrival into a country for which a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department has been issued preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

**PRE-EXISTING CONDITION EXCLUSION:**
The Company will not pay for any expense as a result of any illness, disease, or other condition during the 180 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: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this Exclusion 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 180 day period before coverage is effective under this Policy.

**Waiver of the Pre-Existing Condition Exclusion**
The exclusion for Pre-Existing Condition will be waived provided:

a) Your Payment or Deposit for this Policy and enrollment form are received within 14 days of the date Your initial Payment or Deposit for Your Trip is received; and
b) You insure all Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 14 days of the Payment or Deposit for those Travel Arrangements the cost of any subsequent Travel Arrangements (or any other Travel Arrangements not made through Your travel agent) added to Your Trip; and
c) You are not disabled from travel at the time Your premium is paid You make Your Payment for this Policy.

**MEDICALLY FIT TO TRAVEL EXCLUSION:**
The Company will not pay any expense as a result of You having been advised in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip. If Coverage for a Trip is purchased and it is later determined that You , a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as

defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is void and premium paid will be returned.

**EXCESS INSURANCE LIMITATION**
The insurance provided by this Policy shall be in excess of all other valid and collectible Insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company 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.

## SECTION V – PAYMENT OF CLAIMS

**Claim Procedures: 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 Us or Our designated representative and should include sufficient information to identify You.

**Claim Procedures: Claim Forms:** When notice of claim is received by Us or Our 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 You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Claim Procedures: 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.

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims: To Whom Paid:** 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:

a) Your spouse;
b) Your 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) Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.
All or a portion of all benefits provided by the Policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b)'s estate, We may pay any amount due under the Policy to 's beneficiary or any

relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

**Subrogation:** If the Company has made a payment for a loss under this Policy, 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, You 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.

## SECTION VI - GENERAL PROVISIONS

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

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with the Company/administrator.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the the Company/administrator with a written request for change. When the request is received, whether is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

**Misstatement of Age**: If premiums for are based on age and has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which is insured are based on age and has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

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

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

**Other Insurance with the Company:** You may be covered under only one travel Policy with the Company for each Trip. If You are covered under more than one such Policy, You may select the coverage that is to remain in effect. In the event of death, the 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.

**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 Policy for Your Trip.

**Payment of Premium:** Coverage is not effective unless all premium has been paid to the Company/administrator prior to a date of loss or insured occurrence.

**Termination of This Policy**: Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

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

**Controlling Law:** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.

# STATE ENDORSEMENTS

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

**TEXAS INDIVIDUAL AMENDATORY ENDORSEMENT**

The Policy is hereby amended for Texas as follows:

A. The following will be added to the end of the Payment of Claims: Notice of Claim: provision appearing in **SECTION V. PAYMENT OF CLAIMS**:

Not later than the 15th business day after the date We receive notice of a claim, We shall:

(1) acknowledge receipt of the claim; (2) commence any investigation of the claim; and (3) request from the claimant all items, statements, and forms that We reasonably believe, at that time, will be required from the claimant.

We may make additional requests for information if during the investigation of the claim the additional requests are necessary. If the acknowledgment of receipt of a claim is not made in writing, We shall make a record of the date, manner, and content of the acknowledgment.

B. The following provision will be added to **SECTION V. PAYMENT OF CLAIMS**:

Payment of Claims: Notice of Acceptance or Rejection of Claim: We shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date We receive all items, statements, and forms required by the insurer to secure final proof of loss. If We reject the claim, the notice will state the reasons for the rejection. If We are unable to accept or reject the claim within this period, We, within that same period, shall notify the claimant of the reasons that We need additional time. We shall accept or reject the claim not later than the 45th day after the date We notify a claimant under this provision.

C. The Payment of Claims: When Paid: and Payment of Claims: To Whom Paid: provisions appearing in **SECTION V. PAYMENT OF CLAIMS** are deleted and replaced as follows:

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim no later than the fifth business day after receipt of acceptable proof of loss. If payment is delayed for more than 60 days, We or Our designated representative is liable to pay You or the beneficiary making the claim under the policy, in addition to the amount of the claim, interest on the amount of the claim at the rate of 18 percent a year as damages, together with reasonable attorney's fees.

In the event of a weather-related catastrophe or major natural disaster, as defined by the commissioner, the claim- handling deadlines imposed under this SECTION V. are extended for an additional 15 days.

Payment of Claims: To Whom Paid: All Benefits will be paid directly to You unless otherwise directed. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.
All or a portion of all benefits provided by the Policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

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

D. The following is added as the last sentence in the Entire Contract: Changes: provision appearing in SECTION VI. GENERAL PROVISIONS:

No change will be made during the Policy term that would reduce coverage without the Your agreement.

E. The last sentence in the Legal Actions provision appearing in SECTION VI. GENERAL PROVISIONS is deleted and replaced as follows:

No legal action for a claim may be brought against Us after 3 years from the date the cause of action first accrues.

T210-AE TX

**Texas Guaranty Notice**

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

Texas law establishes a system, administered by the Texas Life and Health Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the Texas Insurance Code, Chapter 463.). However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify.

BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY IN PART OR MAY NOT COVER YOUR POLICY IN FULL.

Eligibility for Protection by the Association

When an insurance company which is a member of the Association is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (irrespective of the policyholder's residency at policy issue)
- Residents of other states, ONLY if the following conditions are met:
    1. The policyholder has a policy with a company domiciled in Texas;
    2. The policyholder's state of residence has a similar guaranty association; and
    3. The policyholder is not eligible for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

For each individual covered under one or more policies:

- up to a total of $500,000 for basic hospital, medical-surgical, and major medical insurance;
- $300,000 for disability or long term care insurance; and

- $200,000 for other types of health insurance, that are not defined as basic hospital, medical-surgical, major medical, disability, or long-term care insurance.

Life Insurance:
- Net cash surrender value or net cash withdrawal value up to a total of $100,000 under one or more policies on any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one life; or
- Total benefits up to a total of $5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:
- Present value of benefits up to a total of $250,000 under one or more contracts on any one life.

Group Annuities:
- Present value of allocated benefits up to a total of $250,000 on any one life; or
- Present value of unallocated benefits up to a total of $5,000,000 for one contract owner regardless of the number of contracts.

Aggregate Limit:
- $300,000 on any one life with the exception of the $500,000 health insurance limit, the $5,000,000 multiple owner life insurance limit, and the $5,000,000 unallocated group annuity limit.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.

WHEN YOU ARE SELECTING AN INSURANCE COMPANY, YOU SHOULD NOT RELY ON COVERAGE BY THE ASSOCIATION.

Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362
www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or
www.tdi.state.tx.us

TEXAS IMPORTANT NOTICE
To obtain information or make a complaint:
You may call United States Fire Insurance Company's toll-free telephone number for information or to make a complaint at:
732-676-9800
(Collect Calls Accepted)

You may also write to United States Fire Insurance Company at:
United States Fire Insurance Company Complaint Department c/o Fairmont Specialty
5 Christopher Way
Eatontown, NJ 07724

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P. O. Box 149104
Austin, Texas 78714-9104
FAX No. 512-475-1771
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de United States Fire Insurance Company para informacion o para someter una queja al:

732-676-9800
(Las llamadas a cobro revertido aceptaron) Usted tambien puede escribir a United States Fire Insurance Company:
United States Fire Insurance Company Complaint Department c/o Fairmont Specialty
5 Christopher Way
Eatontown, NJ 07724

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, Texas 78714-9104
FAX No. 512-475-1771
Web: http://www.tdi.texas.gov Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY.
This Notice is for information only and does not become part of condition of the attached document

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniete a su prima o a un reclamo, primero debe comunicarse con el agente. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

ANADA / ADJUNTE UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

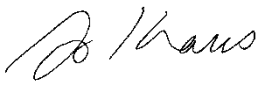
NP 25009A 2014

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

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

# GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

## DEFINITIONS

A **"Grievance"** is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An **"Adverse Determination"** is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

## INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

## FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

### First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and

telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

**Grievance**

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

(1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
(2) A statement of the reviewer's understanding of the Grievance.
(3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
(4) A reference to the evidence or documentation used as the basis for the decision.
(5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
(6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

**Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

(1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
(2) a statement of your rights, including the right to:
    - attend the Second Level Review
    - present his/her case to the review panel;
    - submit supporting materials before and at the review meeting;
    - ask questions of any member of the review panel;
    - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
    - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-

days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

(1) were not previously involved in any matter giving rise to the Second Level Review;
(2) are not employees of the Company or Utilization Review Organization; and
(3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

**Grievance**

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

(1) the name(s), title(s) and qualifying credentials of the members of the review panel;
(2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
(3) the review panel's recommendation to the Company and the rationale behind the recommendation;
(4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
(5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
(6) the rationale for the Company's decision if it differs from the review panel's recommendation;
(7) a statement that the decision is the Company's final determination in the matter;
(8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

**EXPEDITED REVIEW**

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances

concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

## PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

**Your Privacy is Our Concern**
When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

**What kind of information do we collect about you and from whom?**
We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts,

or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

**What do we do with the information collected about you?**
If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

**To whom do we disclose information about you?**
We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

**How to contact Us**
You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator
Fairmont Specialty
5 Christopher Way, 3rd Floor
Eatontown, New Jersey 07724