

# **TripArmor Series**Summary of Plan Benefits

### **Important**

This document provides only a summary of the Plan Benefits. This document is not Your Confirmation of Benefits or Certificate/Policy. Your Confirmation of Benefits and applicable Certificate/Policy is provided to You at time of purchase.

#### **Customer Service**

Have questions about this Plan? You can view many Frequently Asked Questions at **triparmor.mhross.com**, or call an MH Ross Customer Service Representative at:

1-800-423-3632

#### Satisfaction Guarantee

If You purchase this plan and You are not satisfied with Your plan for any reason, You may return the Plan Certificate/Policy and the Confirmation/ Declarations to MH Ross within 10 days of receipt and Your premium will be refunded, provided You have not filed a claim or departed on Your Covered Trip.

#### **Time Sensitive Provisions**

If You have purchased this plan within 15 days of Your initial Trip deposit and you are not disabled from travel at the time your premium is paid, then the plan exclusion for Pre-Existing Conditions will be waived.

If You have purchased this plan within 15 days of Your initial trip deposit there is coverage for Bankruptcy or Default of an airline, cruise line, tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date.

# Insure The Full Cost of Your Trip

If You insure an amount less than 100% of the cost of all Your Prepaid Trip costs that are subject to cancellation penalties or restrictions: 1) the maximum benefit for Trip Cancellation will be limited to the amount of coverage You purchased; 2) the maximum benefit for Trip Interruption will be 150% of amount of coverage You purchased.

# One Call Worldwide Travel Services Network

One Call Travel Services Network, Inc. provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is available at **triparmor.mhross.com**.

Within U.S.A & Canada 1-800-555-9095 Outside U.S.A. & Canada 1-603-894-4710

# **Plan Information**

Product: TripArmor Plan
Plan #: R760

#### **Plan Benefits**

#### **Maximum Benefit Amount**

24-Hour Accidental Death & Dismemberment\$50,000  Medical Expense/Emergency Assistance	
Accident and Sickness Medical Expense Emergency Medical Evacuation, Medical Repa	
and Return of Remains	
Trip Cancellation	Trip Cost
Trip Interruption	150% of Trip Cost
Missed Connection	\$1,500
Travel Delay (Up to \$150 Per Day)	\$750
Itinerary Change	\$250
Baggage and Personal Effects	\$1,500
Baggage Delay (Up to \$150 Per Day)	\$750

#### Schedule of Services

#### Plan Services Maximum Service Amount

One Call 24-Hour Assistance Services	. No Dollar Limit
Global Xpi Medical Records Service	. No Dollar Limit
Non-Medical Emergency Evacuation	\$25,000

**This Plan is Underwritten By:** United States Fire Insurance Company under Form Series T210. General "COB" Provisions are available at triparmor.mhross. com. You can also request this information by calling MH Ross at 1-800-423-3632.

**Please Note:** This Plan is only effective for You if the required premium for the Trip has been paid to MH Ross Travel Insurance prior to Your Scheduled Departure Date for Your Trip. Plan provisions and benefits may vary by state jurisdiction. Please refer to Your Confirmation of Benefits and the Policy/Certificate for complete details.



# Travel Insurance & Assistance Plan

# **TripArmor**

Customer Service or Claims, call 1-800-423-3632

Waive Pre-Existing Conditions
Exclusion
(see details on page 12)

Access Your Medical Records Online (www.globalxpi.com)

#### **IMPORTANT CONTACT INFORMATION**

Thank you for purchasing a TripArmor plan. Have questions, want to request changes to your plan? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at **triparmor.mhross.com**.

Customer Service

# To Report A Claim

Present all claims to the Program Administrator:

Online at: triparmor.mhross.com

or by phone: Tel: 1-800-423-3632

Plan Number: R760

Trip Mate, Inc.
(In CA & UT, dba Trip Mate Insurance Agency)
9225 Ward Parkway, Suite 200
Kansas City, Missouri 64114

#### One Call Worldwide Travel Assistance

One Call multi-lingual professionals are available 24 hours a day/365 days a year to providing medical, legal and travel assistance services. A complete list of these services is included with this Plan.

To Contact One Call:

Within U.S.A. & Canada 1-800-555-9095

Outside U.S.A. & Canada 1-603-894-4710

The 24-Hour Assistance Services are provided by: One Call Worldwide Travel Services Network, Inc.

# **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

#### INDIVIDUAL TRAVEL 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 accompanying Confirmation of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Confirmation 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.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO

James Krause Secretary

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Edition: 01/2015

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# SECTION I. EFFECTIVE DATE AND TERMINATION DATE

# When Coverage For Your Trip Begins – Coverage Effective Date:

**Trip Cancellation:** Coverage begins at 12:01 a.m. on the day after the date the appropriate premium for this Policy for Your Trip is received by MH Ross Travel Insurance Services; or 2) if mailed, at 12:01 a.m. on the day after the postmark date the appropriate premium for this Policy for Your Trip is received by MH Ross Travel Insurance Services. 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) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on 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 a round-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 10 days after the Scheduled Return Date.

# **SECTION II. COVERAGES**

#### 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Confirmation of Benefits.

#### Table of Losses

Type of Loss	Benefit Amount
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of Principal Sum

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof.

Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same accident.

#### **Exposure And Disappearance**

We will pay benefits for covered losses that result from Your being unavoidably exposed to the elements because of a Covered Accident occurring during Your Trip. The loss must occur within 365 days after the event that caused the exposure.

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of a conveyance on which You are covered by this Coverage, and if Your body has not been found within 52 weeks from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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

#### **ACCIDENT & SICKNESS MEDICAL EXPENSE**

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, as a result of a covered Injury or covered Sickness, which first occurs during Your Trip. All Covered Expenses must be incurred by You within 30 days of the Scheduled Return Date of Your Trip.

Benefits will include up to \$750 for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

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 Injury or covered Sickness. The Program Medical Advisor will coordinate advance payment to the Hospital.

For the purpose of this benefit:

"Covered Expense" means expense incurred only for the following:

- The medical services, prescription drugs and therapeutic services ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
- 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 Injury or covered Sickness);
- 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.

Covered Expenses due to a Sickness are limited to a total of 90 days of treatment during Your Trip.

# 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 Confirmation of Benefits.

1. Emergency Medical Evacuation: If the local attending Legally Qualified Physician and the Program Medical Advisor 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 Medical 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 Program Medical Advisor).

- 2. Medical Repatriation: If the local attending Legally Qualified Physician and the Program Medical Advisor 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 Program Medical Advisor:
  - 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 Program Medical Advisor; 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 Program Medical Advisor. Transportation must be via the most direct and economical route.

#### **Hospital Of Choice**

Subject to the terms and conditions of item # 2, You may choose to be transported to a Hospital in a city within the United States of America other than Your primary place of residence, but the maximum amount payable is limited to the cost of transportation to Your primary place of residence.

**Dispatch of a Physician:** If the local attending Legally Qualified Physician and the Program Medical Advisor cannot adequately assess Your need for Medical Evacuation or Transportation, and a Physician is dispatched by the Program Medical Advisor to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

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 Us of any other insurance;
- b. help Us exercise Our rights in any reasonable way that We may request, including the filing and assignment of other insurance benefits;
- c. not do anything after the loss to prejudice Our rights; and
- d. reimburse to Us, to the extent of any payment We have 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.

#### TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to reimburse You for the amount of the unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements, including up to \$150 for the cost of airline-imposed fees to re-bank frequent flyer miles for air flights to join Your Trip, 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;
- 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) 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:

- 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 by fire, flood, burglary or other Natural Disaster. We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or 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 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. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 250 miles or more;
- f. 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;
- g. unannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel:
- Inclement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel:

- i. mechanical breakdown that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year:
- m. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- 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;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the travel agency, organization or firm from whom You purchased Travel Arrangements supplied by others) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 15 days of the date Your initial deposit/payment for Your Trip is received and You insure the full cost of Your Trip subject to penalties or restrictions;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;
- t. You, Your Traveling Companion or Family Member traveling with You is directly involved in the merger of Your employer or the acquisition of Your employer by another company. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- u. a cancellation of Your Trip within 36 hours of Your Scheduled Departure
   Date and time if Your Trip destination is under a hurricane warning
   issued by the NOAA National Hurricane Center, provided the
   cancellation of Your Trip occurs more than 14 days following Your
   Effective Date of coverage for the Trip Cancellation Benefits;
- v. the primary or secondary school that You, Your Family Member or Traveling Companion attends continues classes beyond the predefined school year, due to unforeseeable events which: 1) occur after Your Effective Date for Trip Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;
- w. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

If Your Travel Supplier cancels Your Trip, a benefit will be paid up to a maximum of \$150 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of Your Trip including the airfare cost

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 Confirmation 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.

#### TRIP INTERRUPTION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits to reimburse You 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:

- Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs while You are on Your Trip;
- Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) occurs while You are on Your Trip; b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician; and c) prevents Your continued participation on Your Trip;
- For the Other Covered reasons listed below;

provided such circumstances occur while coverage is in effect.

# "Other Covered Reasons" means:

- 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 by fire, flood, burglary or other Natural Disaster; We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or 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 roperty 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;
- Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 250 miles or more;

- f. 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;
- g. unannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- Inclement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- mechanical breakdown that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- I. involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- m. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- 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;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the travel agency, organization or firm from whom You purchased Travel Arrangements supplied by others) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 15 days of the date Your initial deposit/payment for Your Trip is received and You insure the full cost of Your Trip subject to penalties or restrictions;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- s. felonious assault of You or Your Traveling Companion while on your Trip;
- You, Your Traveling Companion or Family Member traveling with You is directly involved in the merger of Your employer or the acquisition of Your employer by another company;
- a cancellation of Your Trip within 36 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for Your Trip Cancellation Benefits;

- v. the primary or secondary school that You, Your Family Member traveling with You or Traveling Companion attends continues classes beyond the predefined school year to fall within the period of the travel dates of Your Trip due to unforeseeable events which commence while Your coverage is in effect. Extensions due to extra-curricular or athletic events are not covered:
- a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of Your scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

#### **Additional Trip Interruption Benefits:**

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and local transportation expenses incurred by You to remain with Your Traveling Companion up to \$150 per day, limited to 5 days.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s) and local transportation expenses up to \$150 per day, limited to 5 days.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 150% of the Maximum Benefit Amount shown in the Confirmation 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.

#### MISSED CONNECTION

If You miss Your Trip 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;
- c. quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Confirmation 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.

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

#### TRAVEL DELAY

Benefits will be paid for reasonable accommodation, meal and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You are delayed for 8 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);
- c. lost or stolen passports, travel documents or money (must be substantiated by a police report);
- c. quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- d. a documented weather condition preventing You from getting to the point of departure.

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

#### ITINERARY CHANGE

In the event Your Travel Supplier makes a change in Your Trip itinerary after Your Scheduled Departure Date which prevents You from participating in an event/activity Prepaid prior to departure and scheduled on Your Trip itinerary, non-refundable Prepaid event/activity expenses will be payable up to the Maximum Benefit Amount shown in the Confirmation of Benefits.

Benefits will not be paid if a comparable event/activity of equivalent cost is rescheduled during the course of Your Trip.

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

#### **BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Confirmation 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.

Valuation and Payment of Loss: The lesser of the following amounts will be paid:

- the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- the cost to repair or replace the article with material of a like kind and quality; or
- 3) \$300 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:

- 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 \$600 will be paid for jewelry; precious or semiprecious 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 \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use 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) 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);
- 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;
- 16) sporting equipment if the loss results from the use thereof; or
- 17) telephones or PDA devices, computer hardware or software.

#### **BAGGAGE DELAY**

We will reimburse You, up to the amount shown in the Confirmation of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 12 hours or more during Your Trip.

We will also reimburse You up to \$50 for expenses incurred during Your Trip to expedite the return of Your delayed Baggage. This coverage terminates upon Your arrival at the return destination of Your Trip.

# 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
- d) theft or pilferage while left in any unlocked vehicle:
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions;
- g) Your 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.

#### 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 Us 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 oneway 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, 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 You have purchased and which is delivered to You.
- "Covered Accident" means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.
- "Domestic Partner" means an opposite or same sex partner who, for at least 6 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. We 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.
- "Elective Treatment and Procedures" means any medical treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.
- "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, Domestic Partner, Caregiver, or Child Caregiver.
- "Hospital" means: (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.
- "Inclement Weather" means any weather condition that delays the scheduled arrival or departure of a Common Carrier.
- "Injury" or "Injuries" means 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, completes the enrollment form 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 Confirmation of Benefits.
- "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 examination and treatment by a Legally Qualified Physician 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 while coverage is in effect.
- "Natural Disaster" means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.
- "Payments or Deposits" means the cash, check, or credit card amounts, actually paid 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.
- "Pre-Existing Condition" means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: (1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or (2) took or received a prescription for drugs or medicine.

Item #2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Policy.

- **"Prepaid"** means Payments or Deposits paid by You 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.
- "Program Medical Advisor" means On Call International, LLC.
- **"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 Advisory or 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 Us.

"Transportation Expense" means the cost of Medically Necessary conveyance, personnel, and services or supplies.

"Travel Advisory or Travel Warning" means a U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specifically kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases.

"Travel Arrangements" means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Trip.

"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. 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 for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.

"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:

- 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 professional in a stunt, athletic or sporting event or competition;
- 7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race, speed contests, spelunking or caving, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
- 8. piloting or learning to pilot or acting as a member of the crew of any aircraft;

- being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
- the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
- dental treatment (except as coverage is otherwise specifically provided herein);
- 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;
- any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
- 15. a loss or damage caused by detention, confiscation or destruction by customs;
- 16. Elective Treatment and Procedures:
- 17. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
- failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
- a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You; or
- 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.

#### Waiver of the Pre-Existing Condition Exclusion

The exclusion for Pre-Existing Condition will be waived provided:

- Your payment for this Policy and enrollment form are received within 15 days of the date Your initial Payment or Deposit for Your Trip is received; and
- (b) You are not disabled from travel at the time Your premium is paid.

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

# **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) an Insured's 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.

**Subrogation:** If We have 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, We will be subrogated to that right. You shall help Us: exercise Our rights in any reasonable way that We may request; not do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

# **SECTION VI. GENERAL PROVISIONS**

**Entire Contract: Changes:** This Policy, Confirmation 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:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our 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 Us or Our administrator with a written request for change. When the request is received, whether You are then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it prior to receipt of the request.

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

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

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

#### **NON-MEDICAL EMERGENCY EVACUATION BENEFITS**

All reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your home, are covered, up to a maximum of \$25,000, if You must leave Your Trip for a Covered Reason.

Evacuation must occur within 10 days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by One Call Worldwide Travel Services Network, Inc.

**Covered Reasons:** We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation from the appropriate local authorities, or the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to: 1) a natural disaster; 2) civil, military or political unrest; or 3) Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

#### **Non-Medical Emergency Evacuation Exclusions:**

We do not cover: 1) loss or expense recoverable under any other insurance or through an employer; 2) loss or expense arising from or attributable to: (a) dishonest or criminal acts committed or attempted by You; (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or (c) failure to maintain required documents or visas; 3) loss or expense arising from or attributable to: (a) debt, insolvency, business or commercial failure; (b) the repossession of any property; or (c) Your noncompliance with a contract, license or permit; 4) loss or expense arising from or due to liability assumed by You under any contract.

Non-Medical Emergency Evacuation Benefits and Services are provided by: One Call Worldwide Travel Services Network, Inc.



# **One Call**

# **Worldwide Travel Services Network**

**Medical Assistance** - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

**Medical Consultation and Monitoring** - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

**Medical Evacuation** - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

**Emergency Medical Payments** - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

**Prescription Assistance** - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

**Repatriation of Remains** - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

**24 Hour Legal Assistance** - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

**Nurse Helpline** - Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

# **One Call Travel Solutions**

# **24-Hour Worldwide Travel Services**

Message Services - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

Language Interpretation Services - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

**Emergency Cash Transfer** - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

**Pre-Trip Travel Services** - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

**Travel Document and Ticket Replacement -** When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

# **One Call Concierge Services**

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

# **Business Services**

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/ overnight delivery sites, internet cafes, print/copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.

#### **CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER**

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

Within U.S.A. & Canada 1-800-555-9095

Outside U.S.A. & Canada 1-603-894-4710

**YOUR PLAN NUMBER: R760** 

The 24-Hour Assistance Services are provided by: One Call Worldwide Travel Services Network, Inc.

#### **ACCESS YOUR MEDICAL RECORDS ONLINE**

With our exclusive Free Global Xpi Service, you can assure that your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, quickly, wherever there is internet access available. Register at www.globalxpi.com or call, toll free:

1-800-379-9887 Use Program Code R760

These Services are Provided by: Global Xpi, Inc.

# **United States Fire Insurance Company**

#### **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.

# **United States Fire Insurance Company**

# 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 Speciality 5 Christopher Way, 3<sup>rd</sup> Floor Eatontown, New Jersey 07724

# **Disclosure Notice:**

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

The Travel Retailer's employees are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer or to evaluate the adequacy of a prospective insured's existing insurance coverage.