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

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### TRAVEL INSURANCE CERTIFICATE

#### Ritz Carlton

This certificate describes the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased. Defined terms are capitalized and their meanings are listed in the General Definitions section.

#### PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative. If there are any conflicts between the contents of this document and the policy form series T7000GBP, the policy will govern in all cases.

#### 10 Day Look Period

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

Signed for United States Fire Insurance Company By:

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

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# **SCHEDULE OF BENEFITS**

SECTION IV Travel Arrangement Protection Benefit(s)	Maximum Benefit Amount
Trip Cancellation	up to 100% of the non-refundable insured Trip Cost, up to a maximum of \$50,000
Single Supplement	Included
Trip Interruption	up to 100% of the non-refundable insured Trip Cost, up to a maximum of \$50,000
Ancillary Trip Interruption	
Traveling Companion Hospitalization	Up to \$100 per day
Additional transportation expenses	Up to a maximum of \$750
Trip Delay	Up to \$2,500
Emergency Medical Evacuation	Up to \$50,000
Medically Necessary Repatriation	Included
Repatriation of Remains	Included
Transportation of Children/Child	Included
Bedside Visit Transportation to Join You	Included
SECTION V Protection For Your Belongings Benefit(s)	Maximum Benefit Amount
Baggage and Personal Effects	Up to \$3,000
Items subject to Special Limitations	\$1,000 maximum combined
Baggage Delay	Up to \$1,000
SECTION VI Travel Insurance Benefit(s)	Maximum Benefit Amount
Accident Medical Expense	Up to \$20,000
Sickness Medical Expense	Up to \$20,000
Emergency Dental Expense	Included up to \$1,000

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#### SECTION I COVERAGE PROVISIONS

#### Who Is Eligible For Coverage:

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

You may not purchase this certificate after the final payment for Your Travel Arrangements is made.

#### Non-Refundable Provision

After the 10 day review period, the premium for this certificate is non-refundable.

#### SECTION II WHEN COVERAGE BEGINS AND ENDS

#### When Coverage Begins:

**This is Your Effective Date and time for Trip Cancellation:** Coverage begins on the day that You elect the coverage and the Travel Supplier receives the required premium to cover Your Trip.

This is Your Effective Date and time for Trip Delay: Coverage is in force while en route to and from the Covered Trip.

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

#### When Coverage Ends:

**Trip Cancellation coverage**(s) automatically end on the earlier of:

- 1. the date and time You depart on Your Trip;
- 2. the date and time You cancel Your Trip.

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

- 1. the date You complete Your Trip;
- 2. the Scheduled Return Date:
- 3. cancellation of Your Trip covered by this certificate.

# **SECTION III EXTENSION OF COVERAGE**

#### **Automatic Extension of Coverage:**

All coverages except **Trip Cancellation** will be extended if Your entire Trip is covered by this certificate and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled Return Destination or 10 days after the originally Scheduled Return Date.

# Medical Evacuation and Repatriation Extension:

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

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#### SECTION IV TRAVEL ARRANGEMENT PROTECTION

#### TRIP CANCELLATION

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

- 1. Your, a Family Member's, a Traveling Companion's or Business Partner's death that occurs before departure on Your Trip;
- 2. Your, a Family Member's, a Traveling Companion's or Business Partner's Sickness or Injury, that:
  - a. occurs before departure on Your Trip;
  - b. is examined and treated by a Physician prior to cancellation, unless it is not reasonably possible to do so. and:
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause You to cancel Your Trip.
- 3. You or Your Traveling Companion must cancel Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### Other Covered Events means:

- 1. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report;
- 2. mandated shutdown by local government authorities of an airport or air traffic control system resulting in the complete cessation of services for at least 24 consecutive hours of Your Common Carrier;
- 3. Your or Your Traveling Companion's Primary Residence is made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary;
- 4. You or Your Traveling Companion are hijacked or Quarantined;
- 5. You or Your Traveling Companion are subpoenaed or served with a court order or required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not a party to the legal action; except appearing in a law enforcement capacity;

The maximum payable under this Trip Cancellation Benefit is the Maximum Benefit Amount shown in the Schedule of Benefits.

You must report all cancellations 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, You should report the event as soon as possible. We do not cover increased amounts of published penalties and unused, non-refundable prepaid Payments or Deposits that result from all other delays or reporting beyond 72 hours.

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

# SINGLE SUPPLEMENT

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid non-refundable Travel Arrangements if a person booked to share accommodations with You cancels his/her Trip due to any of the covered Unforeseen reasons or Other Covered Events shown in Your Trip Cancellation section(s) and You do not cancel Your Trip. Proof of cancellation by a person booked to share accommodations with You is required.

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

#### TRIP INTERRUPTION

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

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the fees imposed in accordance with The Jones Act up to the Maximum Benefit Amount shown in the Schedule of Benefits to either:

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

The benefit payable for the above will not exceed the cost of a one-way economy airfare (or first or business class, if the original tickets were first or business class) by the most direct route less any refunds paid or payable for Your unused original tickets. Note that reimbursement of non-refundable Payments or Deposits will be calculated/prorated on a daily basis less the cost of Your original airfare booked by You, Travel Supplier, or by others.

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

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

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

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

#### Other Covered Events means:

- 1. a local government mandated shutdown of an airport or air traffic control system resulting in the complete cessation of services for at least 24 consecutive hours of Your Common Carrier;
- 2. You or Your Traveling Companion are directly involved in and are delayed due to a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report.
- 3. Your or Your Traveling Companion's Primary Residence is made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary.
- 4. You or You Traveling Companion are hijacked or Quarantined.
- 5. You or Your Traveling Companion are subpoenaed or served with a court order, or required to serve on a jury, or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: a party to the legal action; except appearing in a law enforcement capacity.

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

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

#### **Ancillary Trip Interruption**

- 1. If You must interrupt Your Trip because Your Traveling Companion is Hospitalized and must remain Hospitalized due to a covered Injury or Sickness for at least 1 day during Your Trip, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Reasonable Additional Expenses incurred by You to remain with Your Traveling Companion.
- 2. If You must interrupt Your Trip due to any of the covered Unforeseen reason(s) listed within the Trip Interruption section but is later able to continue the original Trip We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for additional transportation expenses (not to exceed the same class as Your

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original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to Your Scheduled Destination, or to a place where You can continue Your Trip. You must have at least 25% of the original Trip duration remaining when You resume Your Trip.

Ancillary Trip Interruption Benefits are supplemental to benefits provided under Trip Interruption and Your Total Interruption coverage may not exceed the amount shown in the Schedule of Benefits.

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

#### **TRIP DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements, Reasonable Additional Expenses, if Your Trip is delayed at least 12 consecutive hours from the original departure time to either:

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

The Trip Delay must occur while coverage is in effect for You due to any of the following covered Unforeseen reason(s).

- You or Your Traveling Companion are not directly involved in a traffic accident, while en route to Your Scheduled
  Trip Departure City or Scheduled Destination. The traffic accident must be documented by a police report or news
  report;
- 2. Common Carrier delay (the delay must be documented by a Common Carrier);
- 3. a documented theft of Your or Traveling Companion's passports or travel documents or visas specifically required for Your Trip. The theft must be substantiated by a police report;
- 4. You or You Traveling Companion are hijacked or Quarantined;
- 5. An unannounced Strike results in a complete cessation of services of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You or Your Traveling Companion from reaching the Scheduled Destination;
- 6. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination is issued which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination.

If You incur more than one delay in the same Trip, We will reimburse You, up to the Maximum Benefit Amount in the Schedule of Benefits, for the delay with the largest benefit.

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

#### MEDICAL EVACUATION AND REPATRIATION OF REMAINS

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

#### **Emergency Medical Evacuation**

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

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

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#### **Medically Necessary Repatriation**

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

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

- a) one-way economy transportation
- b) commercial air upgrade to business or first class, less refunds from Your unused transportation tickets

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

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

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

#### Repatriation of Remains

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

Repatriation Expenses means:

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

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

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

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

**Transportation of Children/Child**: If You die or are Hospitalized for more than 3 consecutive days following an Emergency Medical Evacuation We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to

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Your residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than 7 consecutive days following or unable to travel due to an Emergency Medical Evacuation. We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for one person chosen by You to visit Your bedside provided You are traveling alone and Emergency Medical Evacuation or Medically Necessary Repatriation is not imminent.

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

#### SECTION V PROTECTION FOR YOUR BELONGINGS

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

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Baggage and Personal Effects, which are lost, stolen, damaged or destroyed during Your Trip less any amount paid or payable by a Common Carrier, hotel, Travel Supplier or any other party responsible for Your loss, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times.

#### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us;
- b. The current replacement cost for the lost, stolen, damaged or destroyed item; or
- c. the cost to repair or replace the item with material of a like kind and quality.

Not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

#### Items subject to Special Limitations

The following items are subject to the maximum combined amount(s) shown in the Schedule of Benefits: jewelry precious or semi-precious gems, decorative or personal articles consisting in whole or in part of silver, gold, or platinum, watches, furs or articles trimmed with fur, cameras and camera equipment, laptop or table computers, cell phones, and other digital or electronic equipment or media.

#### **EXCLUSIONS AND LIMITATIONS apply to Baggage and Personal Effects:**

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

- a) animals:
- b) automobiles and automobile equipment;
- c) boats or other vehicles or conveyances;
- d) motorcycles;
- e) trailers;
- f) motors;
- g) aircraft:
- h) bicycles, except when checked as baggage with a Common Carrier;
- i) household effects and furnishings;
- j) antiques and collectors' items;
- k) sunglasses, contact lenses, artificial teeth, dentures, dental braces, dental bridges, retainers or other orthodontic devices or hearing aids;
- artificial limbs or other prosthetic devices;
- m) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- n) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- o) professional or occupational equipment or property, whether or not electronic business equipment;
- p) sports equipment if the loss results from the use thereof;
- q) computer hardware or software;
- r) contraband.

#### Losses not covered:

We will not provide benefits for any loss or damage caused by or resulting from:

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked or unattended vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions;
- g) property shipped as freight or shipped prior to the Scheduled Departure Date;
- h) electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- i) Vermin.

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

#### **BAGGAGE DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by You while on Your Trip, if Your checked Baggage is delayed or misdirected by a Common Carrier for at least 12 consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.

This coverage terminates upon Your arrival at the Return Destination of Your Trip.

**Necessary Personal Items** means replacement for clothing, toiletry, prescriptions or eyewear, which are included in Your Baggage and are required for Your Trip. Necessary Personal Items do not include jewelry, perfume or alcohol.

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

#### **SECTION VI TRAVEL INSURANCE BENEFITS**

#### **EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**

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

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

If You suffer one or more Injury or Sickness while on the same Trip the maximum amount payable for all Injuries or Sicknesses will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

# **Medical Expenses** means expenses incurred only for the following:

- a) medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment.
- b) Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended by Your attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from Your Injury or Sickness.

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- c) emergency dental treatment incurred during Your Trip. Dental expenses incurred after Your Trip is completed are not covered.
- d) local transportation expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Trip.

**Advance Payment**: If You require admission to a Hospital or treatment at a clinic, Our designated Travel Assistance Services Provider will arrange advance payment (directly to the provider) necessary for Your admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided You agree to reimburse Us if it is determined that Your Medical Expense claim is not covered.

We reserve the right to deny a request for advance payment if We confirm that Your claim is not covered under the certificate. An advance payment made by Us is not a guarantee that Your Medical Expense claims are covered.

Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

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

#### **SECTION VII GENERAL DEFINITIONS**

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

Actual Cash Value means original purchase price less depreciation.

**Additional Transportation Cost** means the actual cost incurred for one-way economy transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by a Common Carrier by the most direct route, less any refunds paid or payable, for Your unused original tickets.

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

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

Children/Child means a person under the age of 25 and primarily dependent on You for support and maintenance.

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

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

**Common Carrier** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire

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

Complications of pregnancy do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions

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associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

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

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

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this certificate, or if not specifically outlined therein, the date You paid the total required premium for the coverage.

**Elective Treatment And Procedures** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

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

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

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

# Hospital means a facility that:

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

#### A **Hospital** does not include:

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

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

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

#### **Inpatient** means a person:

- a) who is confined in a Hospital as a registered bed patient overnight; and
- b) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

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

#### **Medically Necessary** means that a treatment, service, or supply:

- a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- b) meets generally accepted standards of medical practice;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

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

Payments or Deposits means the cash, check, or credit card amounts, frequent traveler or credit card rewards, miles, or any kind of points; actually paid or used for Your Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Trip or Travel Arrangements are not Payments or Deposits as defined herein.

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

**Physician** means a licensed practitioner of medical, surgical, dental services or the healing arts including an accredited Christian Science Practitioner, acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You, a Traveling Companion, a Family Member, or a Business Partner.

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

- received or received a recommendation for a test, examination, or medical treatment for a condition which first
  manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable
  person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or

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- controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this certificate.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

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

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes and/ or a private home, condominium or apartment rental unit in which You reside and is not leased or rented to others.

**Quarantined** means You or Your Traveling Companion, Family Member, or Business Partner are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to You or Your Traveling Companion, Family Member, or Business Partner either having, or being suspected of having an contagious disease, infection or contamination.

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

**Return Destination** means Your final destination as shown in the enrollment, itinerary or other travel documents and the place to which You expect to return from Your Trip.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the enrollment, itinerary or other travel documents where You expect to travel to on Your Trip other than Return Destination.

**Scheduled Return Date** means the date on which You are originally scheduled to return from Your Trip to the point of origin.

Scheduled Trip Departure City means the city from which You are originally scheduled to depart on the Trip.

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

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

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

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

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

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

**Time Sensitive Period** means insurance must be purchased within 15 days of the date Your initial Payments or Deposits for Your Trip is received.

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

Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip departure and return cities, provided the dates of travel for the air flights are within 14 total days of the scheduled Trip dates.

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

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

### **Travel Supplier** means Ritz Carlton:

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

**Trip** means a scheduled Trip of 90 days or less in length for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

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

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

#### **Uninhabitable** means:

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

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

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

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

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#### SECTION VIII EXCLUSIONS AND LIMITATIONS

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

# The following exclusion applies to the Trip Cancellation and Trip Interruption and Medical Expense:

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

1. a Pre-Existing Medical Condition, as defined in the certificate.

# The following exclusions apply to the Medical and Dental Expense benefits.

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

- 1. routine physical examinations or routine dental care;
- 2. traveling for the purpose or intent of securing medical treatment or advise;
- 3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
- 4. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that first manifests or occurred during Your Trip;
- 5. any medical service provided by You, a Family Member, or Traveling Companion;
- 6. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
- 7. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the certificate is in effect:
- 8. alcohol or substance abuse or treatment for the same including admittance to a rehab facility.

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

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

- 1. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
- 2. expenses incurred by any Child born during Your Trip;
- 3. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
- 4. participation in a Civil Disorder or Riot, or insurrection;
- 5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the certificate:
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft.

#### **MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You or Your Traveling Companion scheduled and booked to travel with You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the certificate.

If coverage for a Trip is purchased and it is later determined that You or Your Traveling Companion scheduled and booked to travel with You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the certificate, the coverage is void and premium paid will be returned.

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#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

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

- a) Your premium for this certificate is received within the Time Sensitive Period, and
- b) You are medically able and not disabled from travel at the time Your premium is paid.

#### **SECTION IX PREMIUMS**

PREMIUMS: Coverage is not effective unless all premium due has been paid prior to the date of loss.

#### **SECTION X CLAIMS PROCEDURES**

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

#### For Trip Cancellation and Trip Interruption, You must:

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

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

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

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

- 1. provide Us with all receipts from the provider of services and reports for medical and/or emergency dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment.
- 2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of Your claim
- 3. sign a patient authorization to release any information required by Us to investigate Your claim.

# For Baggage and Personal Effects:

In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects, You must:

- 1. report theft losses to police or other local authorities as soon as possible and obtain their written report of Your loss:
- 2. report the baggage delay to the Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items;
- 3. take reasonable steps to protect Your Baggage and Personal Effects from further damage and make necessary and reasonable temporary repairs; (We will reimburse You for those expenses. We will not pay for further damage if You fail to protect Your items;
- 4. allow Us to examine the damaged Baggage and Personal Effects and/or We may require the damaged item to be sent in the event of payment;
- 5. in the event of theft or unauthorized use of Your credit cards, You must notify the credit card company immediately to prevent further unlawful activity:
- 6. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged;
- 7. for claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

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

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

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

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

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

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

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

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

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

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

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

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

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

**Recovery**: To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss.

You must help Us preserve Your rights against those responsible for Your loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this certificate but also recovers from another certificate, the amount recovered from the other certificate shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form, from any Third Party or coverage.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

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#### **SECTION XII GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

**Misstatement of Age**: If premiums are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits for which You are insured are based on age and You have misstated Your 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.

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

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

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

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

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

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### AMENDATORY ENDORSEMENTS

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

#### **ALASKA**

The certificate is hereby amended for Alaska as follows:

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

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

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

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

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

3. "The Contract" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced as follows:

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

- 4. When included, the general exclusion that provides "activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage" is hereby deleted and replaced as follows:
  - 1. activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of marijuana, illegal drugs or substances are excluded from coverage. Activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of alcohol are also excluded from coverage if such possession, production, processing or sale is illegal in the state or jurisdiction where You are located at the time of the incident; or if the use of alcohol either: 1.) is illegal in the state or jurisdiction where You are located at the time of the incident, or 2.) causes You to become Intoxicated. For purposes of this exclusion, "Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident;
- 5. When included, the definition for "Usual and Customary" is hereby void and shall have no effect. All uses of the term throughout the certificate, and any form attached thereto, are void and shall have no effect.
- 6. When included with the "Excess Insurance" limitation, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

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

- 7. When included, the following benefit specific limitation that applies to the "Emergency Accident & Sickness Medical Expense Benefit" is hereby deleted and replaced as follows:
  - 3. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any valid and collectible primary insurance in effect for You and under all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis in effect for You.

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#### **ARKANSAS**

The Certificate is hereby amended for Arkansas as follows:

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

**Legal Actions:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. A legal action or suit for a claim may be brought against Us within the time allowed by law.

2. The **Subrogation** provision appearing in **General Provisions** is amended to include this sentence at the end of the provision:

We are entitled to recovery only after You have been fully compensated for the loss sustained.

3. The **Recovery** provision appearing in the **How to File a Claim** section is amended to include this sentence at the end of the provision (whenever this provision is included):

We are entitled to recovery only after You have been fully compensated for the loss sustained.

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#### **CALIFORNIA**

The certificate is hereby amended for California as follows:

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

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

2. The Domestic Partner definition in the General Definitions section is deleted in its entirely and replaced with the following:

**Domestic Partner** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and at the time of the filing of this document, the following requirements are met:

- (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state
- (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.
- (d) Either of the following:
  - (i) Both persons are members of the same sex.

- (ii) One or both persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
- (e) Both persons are capable of consenting to the domestic partnership.
- 3. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced with the following:

**Injury(ies)/Injured** means an accidental bodily injury for which the proximate case is an Accident occurring while Your coverage under this certificate is in force. The injury(ies) requires examination and treatment and must be verified by a Physician.

4, The Medically Necessary definition in the General Definitions section is deleted and replaced with the following:

**Medically Necessary** means that a treatment, service, or supply:

- a) required to treat an Injury or Sickness;
- b) meets generally accepted standards of medical practice where the service is rendered;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.
- 5. The Spouse definition in the General Definitions section is deleted and replaced with the following:

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

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

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

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

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

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

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

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

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

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

T7000GBC-AE.CA

#### **COLORADO**

The certificate is hereby amended for Colorado Residents as follows:

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

Time of Payment of Claims: Payment for any loss will be paid in accordance with Colorado law.

**Statements Made by the Policyholder and the Insured:** All statements made by the Policyholder or by You are to be deemed representations and not warranties. No statement made by any person insured may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the insured person or, in the event of death or incapacity of the insured person, to the insured person's beneficiary or personal representative.

**Authority to Amend the Contract:** No agent has authority to change the certificate or waive any of its provisions. No change in the certificate shall be valid unless approved by an officer of the insurer and evidenced by an endorsement on the certificate or by rider or amendment to the certificate signed by the insurer; but any such amendment which reduces or eliminates coverage shall have been either requested in writing or signed by the Policyholder and You.

- 2. The "Disagreement Over Size of Loss" provision in the "How to File a Claim" section of the certificate is hereby void and shall have no effect.
- 3. The "Concealment and Misrepresentation" provision in the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

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

T7000GB-AE.CO

#### CONNECTICUT

The certificate is hereby amended for Connecticut as follows:

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right as permitted by law. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss, as permitted by law. Our right of subrogation applies even if Your entire loss has not been compensated.

T7000GB-AE.CT Rev. 10.2021

#### **DISTRICT OF COLUMBIA**

The certificate is hereby amended for the District of Columbia as follows:

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

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

T7000GB-AE.DC

#### **FLORIDA**

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

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

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

T7000GB-AE.FL

#### **GEORGIA**

The certificate is hereby amended for Georgia as follows:

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

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

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

Conflicting Excess Insurance Provisions: The following applies only if You are covered for the same loss under multiple policies of insurance or indemnity, including the certificate. If the certificate (including any coverage within the certificate or any coverage attached to the certificate as a Rider or part of a Rider) contains a provision indicating that it provides benefits for Your loss in excess of all other valid and collectible policies of insurance or indemnity, and You are also covered by one or more other valid and collectible policies of insurance or indemnity for the same loss, and these other policies contain clauses that are irreconcilable to this, then in accordance with Georgia law, all of these clauses shall cancel each other out, and the liability for the loss will be divided equally between Us and the other insurer(s).

T7000GB-AE.GA

#### **IDAHO**

The certificate is hereby amended for Idaho as follows:

1. The following is hereby added to the certificate:

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

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

- 2. The **Disagreement Over Size of Loss** provision, located within the **How to File a Claim** section of the certificate, is void and will have no effect.
- 3. The following definition is hereby added to the certificate:

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

4. If the definition of "Complications of Pregnancy" is included in the certificate, this definition is deleted and replaced with the following:

**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section (includes all cesarean sections for purposes of

Section VI Travel Insurance Benefit(s) and all terms, conditions, and exclusions that effect those coverages), ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

T7000GB-AE.ID

#### **KANSAS**

The certificate is hereby amended for Kansas as follows:

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

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

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

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

- 3. Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and shall have no effect.
- 4. The following provision is hereby added to the certificate:

#### **Time of Payments of Claims:**

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

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

5. The "Subrogation" provision, located in the "General Provisions" section of the certificate is hereby deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

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

T7000GB-AE.KS

#### LOUISIANA

The certificate is hereby amended for Louisiana as follows:

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

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

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

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

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

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

5. If included, the "Recovery" provision, located within the "How to File a Claim" section of the policy, is hereby deleted and replaced with the following:

**Recovery**: To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this policy but also recover from a Third Party's policy, provided You have already been made whole for that loss, the amount recovered from the Third Party's policy for Your loss shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form from any Third Party or coverage of a Third Party, provided You have already been made whole for that loss.

The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

- 6. If included, the definition of "Domestic Partner" in the "General Definitions" section of the certificate is hereby deleted and shall have no effect.
- 7. If included, the definition of "Spouse" in the "General Definitions" section of the certificate is hereby deleted and replaced as follows:

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

8. If included, the definition of "Family Member" in the "General Definitions" section of the certificate is hereby deleted and replaced as follows:

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

a) Spouse:

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

#### T7000GB-AE.LA

#### MAINE

The certificate is hereby amended for Maine as follows:

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

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

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

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

4. The following is hereby added to the certificate:

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

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

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

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

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

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

Notwithstanding the foregoing, for purposes of the Emergency Accident & Sickness Medical Expense Benefit only, Sickness shall be defined as Your illness or disease.

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

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

T7000GB-AE.ME

#### **MICHIGAN**

The certificate is hereby amended for Michigan as follows:

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

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

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

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

T7000GB-AE.MI

#### **MINNESOTA**

The certificate is hereby amended for Minnesota as follows:

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

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

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

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

3. The following is added as an additional paragraph to the **Subrogation** provision in the **General Provisions** section:

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

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

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

T7000GB-AE.MN

#### MISSOURI

The certificate is hereby amended for Missouri as follows:

- 1. The next to last paragraph of Section IV Travel Arrangement Protection, Trip Cancellation provision is deleted and replaced with the following:
  - You must report all cancellations 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 72 hours, You should report the event as soon as possible. We do not cover increased amounts of Published Penalties and unused, non-refundable prepaid Payments or Deposits that result from all other delays or reporting beyond 72 hours. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice Our rights, as per Missouri regulation 20 CSR 100-1.020.
- 2. The "Notice of Claim" provision, located within the "How to File a Claim" section of the Certificate, is deleted and replaced with the following:
  - **Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You. However, no claim will be denied based upon Your failure to provide notice within such specified time period unless this failure operates to prejudice Our rights, as per Missouri regulation 20 CSR 100-1.020.
- 3. The 3rd paragraph of the "Payment of Claim" provision, located within the "How to File a Claim" section of the certificate, is deleted and replaced with the following:
  - All or a portion of all benefits provided by the Certificate may be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.
- 4. The "Legal Actions Against Us" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:
  - **Legal Actions Against Us:** All Policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 10 years from the time written Proof of Loss is required to be furnished.
- 5. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the certificate, is deleted and replaced with the following:
  - **Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

T7000GC-AE.MO

#### **NEVADA**

The certificate is hereby amended for Nevada as follows:

- 1. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:
  - **Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.
- 2. The "Disagreement Over Size of Loss" provision, located within the "How to File a Claim" section of the certificate, is void and will have no effect.

T7000GB-AE.NV

#### **NORTH DAKOTA**

The certificate is hereby amended for North Dakota as follows:

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

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

- In Section IX, "Exclusions and Limitations," the general exclusion regarding the commission of or attempt to commit a felony is deleted and replaced with the following:
  - 5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence and all innocent coinsureds are still eligible to have their loss or losses covered under the certificate;
- 3. The "Disagreement Over Size of Loss" provision, located within the "How to File a Claim" section of the policy, is void and will have no effect.

T7000GB-AE.ND

#### **OKLAHOMA**

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

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

T7000GB-AE.OK

#### **RHODE ISLAND**

The certificate is hereby amended for Rhode Island as follows:

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

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

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

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

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

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

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

T7000GB-AE.RI

#### **SOUTH CAROLINA**

The certificate is hereby amended for South Carolina as follows:

1. The "The Contract" provision located within the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy who is not a party to the Contract.

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

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

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724 Phone Number: 1-732-676-9882

T7000GB-AE.SC

#### **SOUTH DAKOTA**

The certificate is hereby amended for South Dakota as follows:

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

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

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

T7000GB-AE.SD Rev. 7.30,2020

# **TENNESSEE**

The certificate is hereby amended for Tennessee as follows:

1. The "Pre-Existing Medical Condition" definition of the "Definitions" section of the policy is hereby deleted and replaced with the following:

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, 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 certificate.
- 3) required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.
- 4) A Pre-Existing Medical Condition will not apply to Annual coverage.

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

2. The "EMERGENCY ACCIDENT & SICKNESS MEDICAL AND DENTAL EXPENSE BENEFIT" provision in the "Travel Insurance Benefits" section of the certificate is hereby deleted and replaced with the following:

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

- a. Sickness must occur and Injury must occur while on Your Trip;
- b. only Medical Expenses incurred by You within 365 days of the date of onset of Your Injury or Sickness will be reimbursed, provided the initial treatment was received and documented by a Physician during Your Trip;
- c. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for You or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.
- 3. The "Children/Child" definition in the "General Definitions" section of the certificate is hereby deleted and replaced with the following:

#### Children/Child means a person:

1. under the age of 24 and primarily dependent on You for support and maintenance;

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

- "Exclusion 8" in the "Exclusions and Limitations" section of the certificate is hereby deleted and replaced with the following:
  - 8. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that manifests or occurred during Your Trip.
- 5. The "Notice of Claim" provision in "How To File A Claim" section of the certificate is hereby deleted and replaced with the following:

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

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

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

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

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

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

is required to be furnished.

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

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

9. The "Recovery" provision, located within the "How to File a Claim" section of the certificate, is hereby deleted and replaced with the following:

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve Our rights against those responsible for Your loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this certificate but also recover from another {certificate}, the amount recovered from the other certificate shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered from any Third Party or coverage.

We will not pay or be responsible, without Our written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of You or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

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

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

T7000GBC-A&H-AE.TN

#### **TEXAS**

The certificate is hereby amended for Texas as follows:

- 1. The "Disagreement Over Size of Loss" provision, located within the "How to File a Claim" section of the certificate, is void and will have no effect.
- 2. The "Proof of Loss" provision, located within the "How to File a Claim" section of the certificate, is hereby deleted and replaced with the following:

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

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

3. The following provision is hereby added to the certificate:

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

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

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

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

T7000GB-AE.TX

#### UTAH

The certificate is hereby amended for Utah as follows:

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

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

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

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

4. If the definition for "Hospital" is included, the following paragraph is hereby added to the definition:

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

5. If the definition for "Pre-Existing Medical Condition" is included, the following paragraph is hereby added to the definition:

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

6. If the policy contains an exclusion for "Pre-Existing Medical Conditions," the following paragraph is hereby added to the policy:

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

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

Pre-Existing Medical Condition means an illness, disease, or other condition during the 60-day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, 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 certificate.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

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

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

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

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

- 8. The general exclusion which reads "participation in a Civil Disorder or Riot, or insurrection" and the general exclusion which begins with "the commission of or attempt to commit a felony or being engaged in an illegal occupation" are hereby deleted and replaced with the following:
  - 4. voluntary participation in a Civil Disorder or Riot, or insurrection:
  - 5. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the policy;

T7000GB-AE.UT

#### **VERMONT**

The certificate is hereby amended for Vermont as follows:

- 1. The **Disagreement Over Size of Loss** section of **How to File a Claim** provision is void and will have no effect.
- 2. The Concealment and Misrepresentation provision under General Provisions is deleted and replaced as follows:

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

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

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

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

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

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

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

T7000GB-AE.VT

#### **WISCONSIN**

The certificate is hereby amended for Wisconsin as follows:

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

T7000GB-AE.WI

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

Signed for United States Fire Insurance Company By:

Marc J. Adee

Chairman and CEO

Secretary

Michael P. McTigue

# **ARKANSAS NOTICE**

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

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

# The Insurance Company may be contacted at:

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

# **MARYLAND NOTICE**

If you are covered under a plan issued in Maryland, you can file a complaint by contacting the Maryland Insurance Administration at 800.492.6116 or 410.468.2340 or by submitting an on-line complaint from the website at <a href="https://www.insurance.maryland.gov">www.insurance.maryland.gov</a>

# Have a complaint or need help?

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

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

# **United States Fire Insurance Company**

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

Call: Complaint Department at 732-676-9800

Toll-free: 1-800-392-1970

Email: AHComplaintHandling@cfins.com

Mail: United States Fire Insurance Company

Complaint Department c/o Crum & Forster 5 Christopher Way Eatontown, NJ 07724

# The Texas Department of Insurance

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

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

# ¿Tiene una queja o necesita ayuda?

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

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

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

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

Llame a Complaint Department al 732-676-9800

Teléfono gratuito: 1-800-392-1970

Correo electrónico: AHComplaintHandling@cfins.com

Dirección postal: United States Fire Insurance Company

Complaint Department c/o Crum & Forster 5 Christopher Way Eatontown, NJ 07724

# El Departamento de Seguros de Texas

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

Llame con sus preguntas al: 1-800-252-3439 Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

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



# **PRIVACY NOTICE**

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

#### Your privacy is our concern

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

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

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

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

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

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

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

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

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, Privacy Notice – A&H

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

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

#### **About Our Websites**

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

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

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

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

# How to contact us

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

Crum & Forster Legal Department
305 Madison Avenue
Morristown, NJ 07960
privacyinformation@cfins.com

#### **Changes to this Privacy Notice**

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

#### For California Residents Only:

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

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

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

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

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

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

- If you would like to make a Request to Know, go to http://www.cfins.com/request-to-know-california-residents/ or call 1.844.254.5754
- If you would like to make a Request to Delete, http://www.cfins.com/request-to-delete-california-residents/ or call 1.844.254.5754
- Fill out and send back to us the <u>Request to Know</u> / <u>Request to Delete</u> form to:

Crum & Forster Legal Department PO Box 1973 305 Madison Avenue Morristown, NJ 07962 privacyinformation@cfins.com

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

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

January 2020

# Travel Assistance Program Description - Provided by On Call International

#### **Emergency Transportation Services**

Emergency Medical Evacuation/Medically-Necessary Repatriation • Repatriation of Mortal Remains • Transportation after Stabilization • Visit by Family Member/Friend • Return of Dependent Children

# **Travel Support Services**

Medical Monitoring • Hotel Arrangements for Convalescence • Medical and Dental Search and Referral • Advance of Emergency Medical Expenses • Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses • Transfer of Insurance Information and Medical Records • Assistance with Emergency Travel Arrangements • Interpretation/Translation • Locating Lost or Stolen Items • Emergency Cash Advance

#### FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY

CALL TOLL FREE:

833-819-2932 (within the United States and Canada)

OR CALL COLLECT:

603-952-2673 (From all other locations)

# **Travel Assistance Services Details**

#### **Travel Support Services**

- Interpretation/Translation: Upon request, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Locating Lost or Stolen Items: On Call will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- Medical Monitoring: During the course of a medical emergency resulting from an accident or sickness, On Call will monitor your case to determine whether the care is adequate from a Western Medical perspective.
- Medical and Dental Search and Referral: On Call will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- Advance of Emergency Medical Expenses: On Call will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses: On Call will arrange
  to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. On Call
  will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible
  for payments of all costs related to these services.
- Transfer of Insurance Information and Medical Records: Upon your request, On Call will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- Assistance with Vaccine and Blood Transfers: If based upon your physician's prescription, needed vaccines or blood
  products are not available locally, On Call will coordinate the transfer where possible and permissible by law. You are
  responsible for all expenses related to this service.

#### Non-Insurance Personal Assistance Services

These are Non-Insurance Services provided by On Call International:

- Pre-Trip Information: Upon request, On Call will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- Interpretation/Translation: If during your Trip you need an interpretation, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Legal Referral/Bail: Upon request, On Call will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, On Call will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.
- Emergency Cash Advance: On Call will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

#### FOR FILING A CLAIM

Contact the Plan Administrator online at: https://cbpconnect.com

Customer Service: 877-394-7301

Direct Line: 727-450--8799

Mailing Address: Attention: Co-ordinated Benefit Plans, LLC

On Behalf of United States Fire Insurance Company

P.O. Box 26222 Tampa, FL 33623

Or E-mail your information to: travelteam@cbpinsure.com, or Fax to: 800-560-6340

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following as applicable: 1.) For medical claims - detailed medical statements from treating physicians where and when the accident or Sickness occurred as well as receipts for medical services and supplies; 2.) For baggage and baggage delay claims - reports from parties responsible (i.e. airline, cruiseline, etc.) for loss, theft, damage or delay. Some claims may also require a police report. Please obtain receipts for lost or damaged items; 3.) For trip delay claims - a statement from party causing delay and receipts for expenses; 4.) For cancellation/interruption claims - Your travel invoice, the cancellation or interruption date, original unused tickets/vouchers, the travel organizer's cancellation clause with regard to nonrefundable losses. You will also be asked to provide proof of payment.

#### **HEALTH SERVICES HUB**

Wellness is about promoting personal health and fitness through the natural therapies of diet, nutritional supplements, the benefits of exercise, as well as having a healthy attitude to help improve your total quality of life. Your Travel Plan relationship offers a comprehensive resource that aims to help you achieve personal health and wellness goals regardless of age, gender or level of fitness. This program provides You with the tools to make wellness part of your daily life as well as a great way to help you to get ready for your upcoming trip.

Enrolled participants get access to individual home fitness programs, assessment calculators, disease prevention studies, health tips, guidance on nutrition, weight loss and exercise as well as additional links to other health-related sites. The site is quick, simple and easy to navigate.

Please visit <a href="https://www.healthserviceshub.com/account/promo">https://www.healthserviceshub.com/account/promo</a> and use the Promo Code "CBPCONNECT" to gain access to the site. Once there, you will register by creating your own username and password. You can then begin using these helpful tools which are included as part of your Travel Protection Plan.