

**TRAVEL PROTECTION INSURANCE CERTIFICATE**

**EF – College Study Tours**

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 Free Look Period**

If You are not satisfied for any reason, You may cancel this insurance within 10 days after receipt 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



James Kraus  
Secretary

**Questions regarding the Certificate or coverage under the Certificate should be directed to:**

**United States Fire Insurance Company  
800-392-1970**

If You (a) need the assistance of the governmental agency that regulates insurance; or (b) has a complaint with the insurer that has not been able to be resolved, You may contact the department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).

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**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

**SCHEDULE OF BENEFITS**

No benefits will duplicate any other benefit or coverage provided under this certificate. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

<b>Travel Arrangement Protection Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Trip Cancellation	Trip Cost
Trip Interruption	Trip Cost
Trip Delay - 6 hours	\$500 per day, to a maximum of \$2,500
Single Supplement	Included
Medical Evacuation and Repatriation of Remains	\$50,000
Additional Medical Evacuation Transportation of Children/Child Bedside Visit Transportation to Join You	Included
Political or Security Evacuation and Natural Disaster Evacuation	\$1,500
Additional Evacuation Benefit Baggage Return	Included
<b>Protection For Your Belongings</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects	\$2,000 subject to per item maximum of \$300
Sub-limits: Passport, Visa or Other Travel Documents Replacement	\$100
Credit Card charges and interest	\$100
Items subject to Special Limitations	\$1,000 maximum combined
Baggage Delay 24 hours	up to \$100 per day, to a maximum of \$300
<b>Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical Expense	\$50,000
Dental Expense Sublimit:	\$750
<b>Accident Death and Dismemberment Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident Death and Dismemberment	\$50,000
Exposure	Included
Disappearance	Included

## 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 Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this certificate will be refunded. Coverage is only available for persons who are a citizen or resident of the United States of America.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

**This is Your Effective Date and time for Trip Cancellation:** Coverage begins at 12:01 a.m. at Your location on the day after the date We or Our authorized representative receive the required premium to cover Your Trip.

**This is Your Effective Date and time for Trip Interruption:** Coverage begins when You depart to Your first scheduled Travel Arrangement (or if You must use an alternate Travel Arrangement after Your Scheduled Departure Date to reach Your Scheduled Destination, on the Scheduled Departure Date) for Your Trip.

**This is Your Effective Date and time for Trip Delay:** Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Scheduled Destination, on the Scheduled Departure Date) for Your Trip. 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. Your arrival at Your Return Destination on a round Trip, or Your Scheduled Destination on a one-way Trip;
4. cancellation of Your Trip covered by this certificate;
5. the date You interrupt Your Trip due to a covered Unforeseen reason (does not apply if You are able to resume Your Trip without going back to Your Return Destination).

## SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

#### 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.

## **Accident and Sickness Medical Expense Extension**

If You are Hospitalized due to 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, this benefit will be extended for an additional 14 days, or until You are released from the Hospital and Medically Fit to Travel, or You reached the Maximum Benefit Amount shown in the Schedule of Benefits, whichever is earlier, provided that Hospitalization goes beyond the Scheduled Return Date.

## **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 or a Family Member's death that occurs before departure on Your Trip;
2. Your or a Family Member'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. Sickness, Injury, or death of Your Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing You from participating in the Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while You are on Your Trip on or before the Scheduled Departure Date; or
4. You 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 are suffering a Mental, Nervous or Psychological condition or disorders which require Hospitalization or Partial Hospitalization. Hospitalization or Partial Hospitalization must be for at least 2 or more days before Your Scheduled Trip. A Physician must certify the condition as preventing You from going on the Trip;
2. You 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;
3. Your Primary Residence or Scheduled Destination Accommodations are made Uninhabitable and remain Uninhabitable during Your Trip or are inaccessible by the mode of transportation as shown on the travel documents or itinerary within 30 days of Your Scheduled Departure Date by a Natural Disaster, or vandalism or burglary.

Coverage for a hurricane applies only if You purchased insurance prior to the tropical storm first being upgraded to a hurricane. Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Cancellation. A hurricane is foreseeable on the date it becomes a named storm. We will only pay the benefits for losses occurring within 30 days after the named hurricane renders Your Scheduled Destination Uninhabitable or inaccessible. This coverage applies only if You purchased the certificate within the Time Sensitive Period;

4. You are hijacked or Quarantined;
5. You 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 are not: 1) a party to the legal action; or except 2) appearing in a law enforcement capacity;

6. You are called to active military duty either to serve or to provide aid or relief in the event of a Natural Disaster, an Epidemic, a Civil Disorder, or Terrorist Incident other than war;
7. Your previously granted military leave is revoked or reassigned for reasons due to war or an act of war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Cancellation coverage and the leave revoked or reassigned after the Effective Date of Trip Cancellation coverage;
8. a documented theft of Your passports or travel documents or visas specifically required for Your Trip. A police report must substantiate the theft or the copy of the request for a new passport, or travel documents, or visas;
9. You are involuntarily terminated or laid off from Your or their employment. The termination notice must occur at least 30 days after Your Trip Cancellation Effective Date. You must have been an active employee with the same employer for at least 1 continuous year.
10. Your parent or legal guardian, if You are a Child, is responsible financially for the Trip and is involuntarily terminated or laid off from their employment within 30 days after Your Trip Cancellation Effective Date, and You have to cancel Your Trip.

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

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.

### **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 to:

- 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.

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

1. Your or a Family Member's death, which occurs while You are on Your Trip;
2. Your or a Family Member'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;
3. Sickness, Injury, or death of Your Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing You continuing on Your Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while You are on Your Trip; or

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

**Other Covered Events** means:

If You cannot continue on Your Trip due to a covered Injury or Sickness not requiring Hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a treating Physician, benefits will be paid for additional hotel nights, meal(s), telephone call(s) and local transportation expenses until You are Medically Fit to Travel up to \$100 per day, limited to 5 days.

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 and Reasonable Additional Expenses, if Your Trip is delayed at least 6 consecutive hours from the original departure time to:

- 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.

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

1. You are not directly involved in but are delayed due to 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;
2. Common Carrier delay (the delay must be documented by a Common Carrier);
3. You are hijacked or Quarantined;
4. An unannounced Strike results in a complete cessation of services for at least 6 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching the Scheduled Destination;
5. Inclement Weather that causes a: delay or closure of public roadways by local government authorities, on Your Trip route, which prevents You from reaching Your Scheduled Destination;
6. Due to a Natural Disaster, a mandatory evacuation order 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;
7. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 6 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip.

Receipts must accompany Reasonable Additional Expenses incurred.

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 or interrupts his/her Trip due to any of the covered Unforeseen reasons or Other Covered Events shown in Your Trip Cancellation and / or Trip Interruption section(s) and You do not cancel or interrupt Your Trip. Proof of cancellation or interruption 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.

#### **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 threatening; and
2. that adequate Medically Necessary treatment is not available in Your immediate area.

## **Medical Repatriation**

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

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

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

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

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

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

**Advance Payment:** We will pay covered expenses directly to the service provider if You require a Medical Repatriation while on Your Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. You agree to reimburse this payment to Us if: (a) You do not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that Your Medical Repatriation claim is not covered.

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 in the United States of America if You die during Your Trip.

Repatriation Expenses means:

- a) embalming or local cremation; and

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

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.

**Dispatch of a Physician:** If the local attending Physician and Our designated Travel Assistance Services Provider cannot adequately assess Your need for Emergency Medical Evacuation or transportation, and a Physician is dispatched by the Travel Assistance Services Provider to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

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

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

#### **ADDITIONAL MEDICAL EVACUATION**

**Transportation of Children/Child:** If You die or are Hospitalized for more than 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 Your residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than 3 consecutive days following an Emergency Medical Evacuation, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation is not imminent.

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

Additional Medical Evacuation Benefits are supplemental to benefits provided under Medical Evacuation and Your Medical Evacuation 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.

#### **POLITICAL OR SECURITY EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Political or Security Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Political or Security Event and while traveling outside Your Home Country.

The Political or Security Evacuation must occur within 14 days of the Political or Security Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with Your health and safety.

Following the Political or Security Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return You to one of the following locations as chosen by You:

- a. back to Your point of origin for Your Trip; or
- b. to the Nearest Place of Safety necessary to ensure Your safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

## **POLITICAL OR SECURITY EVACUATION COVERAGE DEFINITIONS**

**Political or Security Evacuation** means Your extraction from or within the Host Country due to an Occurrence that results in You being placed in imminent physical danger.

**Political or Security Event** means:

1. civil, military or political unrest for which a formal written recommendation from the appropriate local government authorities, or the U.S. State Department, for You to leave a country is issued;
2. You being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

Children under the age two (2) for whom no Travel Arrangements are obtained but are named on Your travel itinerary will be covered for Political or Security Evacuation.

## **POLITICAL OR SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Political or Security Evacuation. However, the decision to travel is Your sole responsibility;
4. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Political or Security Evacuation from OFAC designated countries;
5. We will not pay any costs or expenses arising from:
  - a. Political or Security Evacuation from Your Home Country;
  - b. Political or Security Evacuation when the Political or Security Event precedes Your arrival in the Host Country;
  - c. Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;
  - d. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause;
  - e. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - f. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - g. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
  - h. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 3 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or

murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

**Right of Recovery:** If, after a Political or Security Evacuation is completed, it becomes clear that You were an active participant in the events that led to a Political or Security Event, We have the right to recover all transportation and Related Costs from You.

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

### **NATURAL DISASTER EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Natural Disaster Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Natural Disaster Event and while traveling outside Your Home Country.

The Natural Disaster Evacuation must occur within 14 days of the Natural Disaster Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with Your health and safety.

Following the Natural Disaster Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return You to one of the following locations as chosen by You:

- a. back to Your point of origin for Your Trip; or
- b. to the Nearest Place of Safety necessary to ensure Yours safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

### **NATURAL DISASTER EVACUATION COVERAGE DEFINITIONS**

**Natural Disaster Evacuation** means Your extraction from or within the Host Country due to a Natural Disaster Evacuation that results in You being placed in imminent physical danger.

**Natural Disaster Event** results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate local government authorities of the Host Country, and the area is deemed to be Uninhabitable or dangerous.

Children under the age two (2) for whom no Travel Arrangements are obtained but are named on Your travel itinerary will be covered for Natural Disaster Evacuation.

### **NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Natural Disaster Evacuation. However, the decision to travel is Your sole responsibility;
4. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Natural Disaster Evacuation from OFAC designated countries;
5. We will not pay any costs or expenses arising from:
  - a. Natural Disaster Evacuation from Your Home Country;
  - b. Natural Disaster Evacuation when the Natural Disaster Event precedes Your arrival in the Host Country;
  - c. Natural Disaster Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You

have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;

- d. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause;
- e. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
- f. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
- g. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract;
- h. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 3 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

**Right of Recovery:** If, after a Natural Disaster Evacuation is completed, it becomes clear that You were an active participant in the events that led to a Natural Disaster Evacuation, We have the right to recover all transportation and Related Costs from You.

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

#### **ADDITIONAL EVACUATION BENEFIT**

**Baggage Return:** If You are evacuated, as covered under this certificate, and Your Baggage doesn't accompany You during evacuation, We will reimburse You or Your Travel Supplier, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for any cost associated with transporting Your Baggage to:

- (a) the location You were evacuated to; or
- (b) Your Return Destination or Primary Residence.

This benefit is provided as a supplement to the Baggage Delay benefit and the total benefits paid may not exceed the Baggage Delay limits as per the Schedule of Benefits.

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

## SECTION V 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.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for fees associated with the replacement of Your passport, visas and other travel documents which are lost, stolen, damaged or destroyed during Your Trip and for charges and interest incurred due to unauthorized use or replacement of Your lost or stolen credit cards if such use or loss occurs during Your Trip, subject to verification that You have complied with all conditions of the credit card company.

#### **Valuation and Payment of Loss:**

The lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us; or
- b. 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.

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. We may take all or part of the damaged items at the appraised or agreed value by Us.

In the event of a loss to a pair or set of items, We may choose to:

- a. repair or replace any part to restore the pair or set to its value before the loss; or
- b. pay the difference between the Actual Cash Value of the items before and after the loss.

#### **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, computers, laptop or table computers and other digital or electronic equipment or media.

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 24 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, or toiletry, or eyewear, which are included in Your Baggage and Personal Effects and are required for Your Trip. Necessary 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.

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

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. any type of or repair or replacement of any type of eyeglasses, sunglasses, or contact lenses, or artificial teeth, dentures, dental braces, dental bridges, retainers or other orthodontic devices or hearing aids and prosthetics;
- l. artificial limbs or other prosthetic devices;
- m. prescribed medications;
- n. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- o. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- p. professional or occupational equipment or property, whether or not electronic business equipment with the exception of personal diving equipment;
- q. sports equipment if the loss results from the use thereof.

### **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 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.

## **SECTION VI TRAVEL INSURANCE BENEFITS**

### **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:

- a. benefits will be payable only for Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip (of a duration of 180 days or less for Sickness) and requires treatment in person by a Physician;
- b. only Medical Expenses incurred by You within 10 days after the Scheduled Return Date of Your Trip 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.

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:

1. 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;
2. Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of 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;
3. emergency dental treatment incurred during Your Trip due to an Accidental Injury to natural teeth. Dental Expenses incurred after Your Trip is completed are not covered;
4. 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 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

We will pay the percentage of the Principal Sum indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip, sustained a Loss shown in the Table of Losses below.

**Table of Loss**

Loss of	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%
Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

The Loss must occur within 180 days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and is covered under this certificate.



If more than one Loss is sustained by You as a result of the same Accident, only one amount, the largest applicable to the Losses incurred, will be paid. We will not pay more than 100% of the Maximum Benefit Amount shown in the Scheduled of Benefits for all Losses due to the same Accident.

**Loss** with regard to:

- a) hand(s), or foot/feet, means actual severance at or above a wrist joint proximal to the elbow or actual severance at or above the ankle proximal to the knee, respectively; and
- b) eye or eyes means total and irrecoverable Loss of entire sight thereof; and
- c) speech means entire and irrecoverable Loss of speech; and
- d) hearing means entire and irrecoverable Loss of hearing in both ears; and
- e) thumb and index finger means complete severance through or above the joint that meets the palm.

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

### **EXPOSURE**

We will pay for covered losses, as shown in the Table of Loss, which result from You being unavoidably exposed to the elements due to an Accident during Your Trip. The Loss must occur within 365 days after the event which caused the exposure.

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

### **DISAPPEARANCE**

We will pay for loss of life, as shown in the Table of Loss, if Your body cannot be located within 365 days after a disappearance due to an Accident during Your Trip. We have the right to recover the benefit if We find that You survived the event.

Exposure and/or Disappearance Benefits are supplemental to benefits provided under Accidental Death and Dismemberment and Your Accidental Death and Dismemberment coverage may not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

### **Accidental Death and Dismemberment Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefits. We will not provide benefits for any loss due to, arising or resulting from:

- a. Sickness or disease of any kind, directly or indirectly;
- b. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

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

## SECTION VIII 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 current replacement cost of such item of like kind and quality.

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

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

**Baggage and Personal Effects** means luggage and personal possessions taken by You on Your Trip, whether owned, borrowed, or rented and also includes the following items: travel documents, passport, visa(s).

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

**Child Caregiver** means an individual providing basic childcare service needs for Your minor Children under the age of 18 while You are on Your Trip without the minor Children. Arrangements for having child caregiver services during Your Trip must be made 15 or more days prior to the Scheduled Departure Date.

**Children/Child** means a person:

1. which includes a natural child, stepchildren, and children subject to legal guardianship;
2. under age of 26;
3. placed for adoption and coverage is effective upon the earlier of: i. the date of placement for the purposes of adoption or ii. the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption and continues unless the placement is disrupted prior to legal adoption and the child is removed from placement.

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental, intellectual 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 not including taxicabs or rented, leased or privately owned motor vehicles.

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

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

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 6 months:

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

We may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership or whatever documentation as required by the state in which You reside.

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this certificate.

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

**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:

- 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.

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

**Home Country** means the country or territory of residence or Your citizenship as shown on Your passport. If You have dual citizenship, for the purposes of this benefit, Your Home Country is the country of the passport You used to enter the Host Country, while covered under this certificate.

**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. 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.

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
- 3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes.

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

**Host Country** means a country or territory You are visiting or in which You are living which is not Your Home County, other than an excluded country, while covered under this certificate.

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

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

**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.

**Nearest Place of Safety** means a location determined by Us or Our designated Travel Assistance Services Provider where:

- a) You can be presumed safe from the Occurrence that precipitated Your security evacuation; and
- b) You have access to transportation to Your Home Country; and

- c) You have the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which You find Yourself while covered by this certificate:

- a. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
- b. political or military events or Civil Disorder or Riot involving a Host Country, if the government authorities in Your Home Country or in the Host Country issue an advisory stating that citizens of Your Home Country or citizens of the Host Country should leave the Host Country;
- c. Natural Disaster within 7 days of an event.

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for Your Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your 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 or surgical 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 or a Family Member.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 180-day period immediately prior to the date Your coverage is effective for which You:

- 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 180 day period before coverage is effective under this certificate.
- 3) required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

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

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Quarantined** means You are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to You either having, or being suspected of having an contagious disease, infection or contamination while traveling outside of his/her country of Primary Residence.

An embargo preventing You from entering a country is not a quarantine.

**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 Common Carrier or Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

**Related Costs** means food, lodging and if necessary, physical protection for You during the transport to the Nearest Place of Safety.

**Return Destination** means Your final destination as shown in the 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 itinerary or other travel documents.

**Scheduled Destination** means as shown in the 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 scheduled to return to the point where Your Trip started or to a different specified Return Destination.

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

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

**Sickness** means an illness or disease of the body that requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that requires examination, diagnosis and treatment by a Physician prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the certificate.

Sickness does not include any Mental, Nervous or Psychological, Condition or Disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

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

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

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

**Terrorist Incident** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent of overthrow or influence the control of any government and an act of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

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

**Time Sensitive Period** means insurance must be purchased within 3 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 arranged by, but not directly provided by Your Travel Supplier.

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

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

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

**Trip** means a scheduled Trip of 180 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; and is 100 miles or more from Your Primary Residence.

**Trip Cost** means the dollar amount for Trip Payments or Deposits:

- a. which are not refunded or refundable by the Travel Supplier, or are subject to restrictions; and
- b. which are not bit coins or digital currency; and
- c. which are paid by or on Your behalf prior to Your Trip Scheduled Departure Date, or which You are obligated, or later becomes obligated, to pay as a result of cancelling or interrupting Your Trip; and
- d. which are identified by You on the enrollment documents; and
- e. for which insurance was purchased.

**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.

**Wanton** means senseless, unprovoked, unjustifiable, or deliberately malicious.

**Willful** means deliberate or intentional.

**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.

## SECTION IX EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You.

### **The following exclusion(s) apply(y)(ies) to the Trip Cancellation, Trip Interruption.**

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

1. a Pre-Existing Medical Condition, as defined in the certificate;
2. being arrested for a DUI/ DWI and as result, being admitted into a (i) drug, marijuana or alcohol treatment facility; (ii) jail; or (iii) awaiting trial.

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.

### **The following exclusions apply to the Medical 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 advice;
3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
4. physical therapy or occupational therapy;
5. Experimental or Investigative treatment or procedures;
6. Elective Treatment and Procedures;
7. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that occurred during Your Trip;
8. any medical service provided by You or a Family Member;
9. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
10. Alcohol, marijuana abuse or substance abuse or treatment for the same including admittance to a rehab facility;
11. Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion;
12. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the certificate is in effect;
13. any loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the certificate is not in effect for You;
14. diving if You are not certified to dive and a dive master is not present during the dive.

### **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. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
2. 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;
3. expenses incurred by any Child born or adopted during Your Trip;
4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;



5. participation in a Civil Disorder or Riot, or insurrection;
6. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You;
7. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
8. a loss or damage caused by detention, confiscation or destruction by customs;
9. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of Your Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this certificate to You;
10. Financial Insolvency or Financial Default or failure to supply services by a Travel Supplier;
11. gross negligence, or Willful and Wanton conduct by You.

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

We will not pay any expense as a result of You having been advised in writing that 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 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.

### **SECTION X PREMIUMS**

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

**Grace Period:** Notwithstanding any provision to the contrary, You are entitled to a grace period of 31 days for the payment of any premium due except the first, during which grace period the certificate will continue in force, unless You have given Us written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of the certificate. You are liable to Us for the payment of a pro rata premium for the time the certificate was in force during the grace period. We are not obligated to pay claims incurred during the grace period until the premium due is received.

### **SECTION XI 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 or interruption 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 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;
4. allow Us to examine the damaged Baggage and Personal Effects. 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.

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

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our authorized representative, Seven Corners, 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 Seven Corners 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.

### **Where to Report a Claim:**

1. Mail: Seven Corners, Inc., Attn: Claims, 303 Congressional Blvd, Carmel, IN 46032 USA
2. E-mail: [tourclaims@sevencorners.com](mailto:tourclaims@sevencorners.com)
3. Fax: (+01) 317-575-2256

**Time of Payment of Claims:** Payment for any loss (other than loss for which the certificate provides periodic payment) will be paid immediately upon receipt of due written proof of loss. If the certificate provides for a periodic payment, it will not be paid less frequently than monthly. Any balance remaining unpaid upon the termination of liability when the certificate provides periodic payment will be paid immediately upon receipt of due written proof.

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

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

5. Your estate.

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

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

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

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.

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

### SECTION XIII GENERAL PROVISIONS

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Master 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 and to whom benefits shall be payable. A paper copy of the Certificate must be provided to the Insured if the Insured requests a paper copy.

**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.

**Incontestability:** Your coverage may not be contested, except for nonpayment of premiums, after the certificate has been in force for 2 years.

**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.

**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.

**Statements Made by the Policyholder and the Insured:** All statements made by the 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.

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

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

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

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

## Indiana Notice

A person who believes he or she has been adversely affected by an unfair claim settlement practice under section 4.5 of Article 4, Chapter 1 [IC 27-4-1-4.5] of the Indiana Insurance Code may file a complaint with the Indiana Insurance Commissioner. If the commissioner believes an unfair claim settlement practice has occurred, the commissioner shall, within ten (10) business days from the date of receipt of a written complaint, deliver a copy of the complaint to the insurer and shall respond in writing to the complaining party, at the address provided in the complaint, advising the party of the following:

- (1) The specific action taken by the department on the complaint.
- (2) Any further investigations or other actions that are intended by the department.

An insurer who receives a written notice of complaint under subsection (a) shall promptly conduct an investigation of the matters alleged in the complaint. Within twenty (20) business days from the date of receipt of the complaint, the insurer shall provide to the commissioner and the complaining party a written report containing the following information:

- (1) The specific reasons for actions taken by the insurer with respect to the claim.
- (2) The specific reasons for any inaction by the insurer with respect to the claim.
- (3) If the claim has not been settled, a good faith estimate of the time required for settlement.

An insurer who commits an unfair claims settlement practice or who fails to comply with this section is subject to action by the commissioner under section 6 of Article 4, Chapter 1 [IC 27-4-1-6] of the Indiana Insurance Code.

## NOTICE OF PROTECTION PROVIDED BY THE

### INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association (“ILHIGA”) and the protection it provides for policyholders. ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies.

#### **Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after January 1, 2013.

#### **Life Insurance**

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

#### **Health Insurance**

- \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

#### **Annuities**

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5,000,000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at [www.inlifega.org](http://www.inlifega.org) or contact:

Indiana Life & Health Insurance  
Guaranty Association  
3502 Woodview Trace, Suite 100  
Indianapolis, IN 46268  
317-636-8204

Indiana Department of Insurance  
311 W. Washington Street, Suite 300  
Indianapolis, IN 46204-2787  
317-232-2395

**The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.**

**Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.**

**Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.**

**Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.**

## 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 Privacy Notice – A&H



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, 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](mailto: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 Request to Know / Request to Delete form to:  
Crum & Forster Legal Department  
PO Box 1973  
305 Madison Avenue  
Morristown, NJ 07962  
[privacyinformation@cfins.com](mailto: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

## Disclosure Notice:

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

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

### **What A Travel Retailer May Do:**

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf;
5. Receiving/recording information to share with us;

### **What A Travel Retailer May Not Do:**

The Travel Retailer's employees:

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

### **Definitions**

**"Travel Insurance"** means coverage for personal risks incidental to planned travel, including one or more of the following:

- Interruption or cancellation of a trip or event;
- Loss of baggage or personal effects;
- Damage to accommodations or rental vehicles; or
- Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

**"We, Us or Our"** means Specialty Insurance Solutions.