

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

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**TRAVEL PROTECTION CERTIFICATE**

This Certificate of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. The insurance benefits vary from program to program. Please refer to the accompanying Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and this Certificate, the Policy will govern.

If You are not satisfied for any reason, You may return Your Certificate to United States Fire Insurance Company within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, the coverage under the Certificate is void from the beginning.

**Renewal:** Coverage under this Certificate is not renewable.

**SHORT TERM COVERAGE**

**NON-RENEWABLE**

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**SCHEDULE OF BENEFITS**

**Benefit    Maximum Benefit Amount/Principal Sum**

**Part A – Travel Arrangement Protection**

|   |           |
|---|-----------|
| Trip Cancellation .....                   | Trip Cost |
| Trip Interruption .....                   | Trip Cost |
| Travel Delay (Up to \$500 Per Day).....   | \$2,500   |
| Baggage and Personal Effects .....        | \$2,000   |
| Baggage Delay (Up to \$100 Per Day) ..... | \$300     |
| Non-Medical Emergency Evacuation.....     | \$1,500   |

**Part B – Travel Insurance Benefits**

|  |          |
|--|----------|
| Accidental Death & Dismemberment.....    | \$50,000 |
| Accident & Sickness Medical Expense..... | \$50,000 |
| Emergency Medical Evacuation .....       | \$50,000 |

## SECTION I. COVERAGES

### TRIP CANCELLATION

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

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

provided such circumstances occur while coverage is in effect.

**"Other Covered Reasons"** means:

- a) You being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers);
- b) Your primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c) a documented theft of passports or visas;
- d) You being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- e) You are in the military and called to emergency duty for a national disaster other than war;
- f) involuntary employer termination or layoff which occurs 30 days or more after Your Effective Date of affecting You. Employment must have been with the same employer for at least 1 continuous year. You will receive benefits up to 100% of the non-refundable Prepaid travel expenses;

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments or Deposits that result from all other delays of reporting beyond 72 hours are not covered.

### Single Supplement

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

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

## TRIP INTERRUPTION

Benefits will be paid, up to 100% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

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

Trip Interruption must be due to:

1. Your or a Family Member's death, which occurs while You are on Your Trip;
2. Your or a Family Member's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) prevents Your continued participation on Your Trip.

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

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s), telephone call and local transportation expenses up to \$100 per day, limited to 5 days a maximum of \$500.

### **Single Supplement**

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

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

## TRAVEL DELAY

Benefits will be paid up to \$500 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal, telephone call and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 6 hours or more while en route to or from, or during Your Trip, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a traffic accident in which You are not directly involved (must be substantiated by a police report);
- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- d) a documented weather condition preventing You from getting to the point of departure.

Benefits will not be paid for any expenses, which have been reimbursed, or for any services that have been provided by the Common Carrier.

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

## BAGGAGE AND PERSONAL EFFECTS

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

### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

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

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 \$300 per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between the value of the property before and after the loss.

A combined maximum of \$1,000 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

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

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

### Baggage and Personal Effects does not include:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
7. bicycles, except when checked as baggage with a Common Carrier;
8. household effects and furnishings;
9. antiques and collectors items;
10. artificial limbs or other prosthetic devices;
11. prescribed medications;
12. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
13. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
14. professional or occupational equipment or property, whether or not electronic business equipment with the exception of Personal Diving Equipment; or
15. sporting equipment if the loss results from the use thereof.

### Baggage Delay:

If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

### Additional Limitations and Exclusions Specific to Baggage and Personal Effects:

Benefits are not payable for any loss caused by or resulting from:

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked 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; or
- h) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

**Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:**

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically scheduled under any other insurance.

**Additional Claims Provisions Specific to Baggage:**

Insured's Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

- a) take all reasonable steps to protect, save or recover the property;
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items: and
- e) allow the company to examine baggage or personal effects, if requested.

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

**NON-MEDICAL EMERGENCY EVACUATION**

This Non-Medical Emergency Evacuation Benefit is not available if a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department is issued for a country preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

You are eligible for benefits, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Non-Medical Emergency Evacuation Covered Reason, as defined below.

Non-Medical Emergency Evacuation must occur within 14 days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by the travel assistance service provider.

**Non-Medical Emergency Evacuation Covered Reasons:** We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

1. a Natural Disaster;
2. civil, military or political unrest; or
3. Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

**Non-Medical Emergency Evacuation Exclusions:** We do not cover:

1. loss or expense for a Non-Medical Emergency Evacuation Covered Reason which took place in an Excluded Country;
2. loss or expense recoverable under any other insurance or through an employer;
3. 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;
4. 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
5. loss or expense arising from or due to liability assumed by You under any contract.

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

## 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (180) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Schedule of Benefits.

| Table of Losses                                 |                          |
|---|--------------------------|
| Type of Loss                                    | Benefit Amount           |
| Loss of Life                                    | 100% of Principal Sum    |
| Loss of both hands                              | 100% of Principal Sum    |
| Loss of both feet                               | 100% of Principal Sum    |
| Loss of both eyes                               | 100% of Principal Sum    |
| Loss of one hand and one foot                   | 100% of Principal Sum    |
| Loss of one hand and one eye                    | 100% of Principal Sum    |
| Loss of one foot and one eye                    | 100% of Principal Sum    |
| Loss of one hand                                | 50% of Principal Sum     |
| Loss of one foot                                | 50% of Principal Sum     |
| Loss of one eye                                 | 50% of Principal Sum     |
| Loss of thumb and index finger of the same hand | 25% of Principal Sum     |
| Loss of Speech                                  | 50% of the Principal Sum |
| Loss of Hearing One Ear Both Ears               | 50% of the Principal Sum |

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

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

**“Loss of Speech”** means the loss of the ability to talk or speak as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of speech is permanent with no reasonable expectation of recovery.

**“Loss of Hearing”** means the total and complete loss of the ability to hear any sound as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of hearing is permanent with no reasonable expectation of recovery.

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

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

The Principal Sum is shown in the Schedule of Benefits.

### EXPOSURE AND DISAPPEARANCE

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

If, while insured under this Coverage, You are unavoidably exposed to the elements because of a Covered Accident and suffer a loss for which benefits are payable under this Coverage, such loss will be covered.

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

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



## ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip (of a duration of 90 days or less for Sickness). All Covered Expenses must be incurred by You within 10 days of the Scheduled Return Date of Your Trip.

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

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a Covered Accidental Injury or covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

For the purpose of this benefit:

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

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

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

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

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

1. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are traveling alone and will be hospitalized for more than 3 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 3 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
  - a) one-way Economy Transportation;
  - b) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
  - c) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.
3. **Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall:

- a) notify the Company of any other insurance;

- b) help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
- c) not do anything after the loss to prejudice the Company's rights; and
- d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

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

## SECTION II. DEFINITIONS

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

**“Actual Cash Value”** means current replacement cost for items of like kind and quality.

**“Additional Transportation Cost”** means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

**“Air Carrier”** means any air conveyance operating under a valid license for the transportation of passengers for hire.

**“Baggage and Personal Effects”** means luggage, personal possessions and travel documents taken by You on Your Trip.

**“Bankruptcy or Default”** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

**“Coinsurance”** means the amount of Usual and Customary Charges for which the Insured is responsible for a specified coverage.

**“Common Carrier”** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

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

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

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

**“Covered Vehicle”** means a private passenger vehicle (including mini-vans, pickup trucks and sport utility vehicles) owned by or under long term lease (1 year or more) to You.

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

**“Dive/Diving”** means recreational snorkeling or scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least 10 years of age and qualified as a diver; the holder of a valid diver's certificate (recognized by international diving organizations); and according to the generally accepted standards of the diving community or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

**“Diving Vacation”** means: a vacation spent: (1) in a location at least 50 miles away from Your city of residence, (2) in a Diving resort or Diving facility and/or specifically includes Diving.

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

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

**“Eligible Person”** means a citizen or resident of the United States of America who is booked to travel on a Trip, completes an enrollment form if applicable, and for whom the required premium has been paid.

**"Excluded Country"** means one of the following countries from which Non-Medical Emergency Evacuations are not available such as Afghanistan Chechnya Democratic Republic of the Congo Iran Iraq Israel West Bank Israel Gaza Strip Ivory Coast Lebanon Libya North Korea Somalia Sudan Syria or any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC);

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

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

**"Hospital"** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

**"Injury" or "Injuries"** means bodily harm and/or decompression illness caused by an Accident which: 1) occurs while Your coverage is in effect under the Certificate; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

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

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

**"Legally Qualified Physician"** means a physician or a Christian Science Practitioner: (a) other than You, or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

**"Maximum Benefit Amount"** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

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

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

**"Medical Treatment"** means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment.

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

**"Participating Organization"** means an organization which elects to offer coverage under a Policy by completing a participation agreement that has been accepted by the Company.

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

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

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

**“Personal Diving Equipment”** means: 1. Diving equipment, Your property or property in Your control, which feeds compressed or enriched gas; 2. Floating balance; 3. Rapid release buckle on the Diving appliance; 4. Belt and on the weights; 5. Instrument to measure time and to measure depth (one per couple); 6. Warning instrument showing depletion of gas in the tank, and 7. Diving computer and diving gear.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 180 day period immediately prior to the date Your coverage is effective for which You or a Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this Certificate.

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

**“Published Penalties”** means any additional published cancellation penalties levied by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency. The maximum amount reimbursable for travel agency published penalties is 25% of the total trip cost excluding taxes and other non-commissionable items.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on Your Trip.

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

**“Sickness”** means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness and is considered a Pre-Existing Condition as defined herein and is not covered by the Certificate.

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common an Air Carrier.

**“Terrorist Incident”** means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country.

**“Third Party”** means a person or entity other than You or the Company.

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

**“Travel Arrangements”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from Your Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 7-14 total days of Your scheduled Trip dates.

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

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You.

**“Trip”** means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip a scheduled trip of 90 days or less and a trip of 50 miles or more from Your primary residence for which coverage is requested and the premium is paid.

**“Us”, “We”, “Our”** means United States Fire Insurance Company.

**“Usual and Customary Charges”** means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

### SECTION III. INSURING PROVISIONS

#### **Who Is Eligible For Coverage:**

A citizen or resident of the United States of America who is booked to travel on Your Trip, and for whom the required premium is paid. Eligibility for purchase will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and premium will be refunded.

#### **When Coverage Begins – Coverage Effective Date:**

**Trip Cancellation:** Coverage begins on the date and time the appropriate premium payment for this Certificate is received by the Travel Supplier prior to the scheduled departure time on the Scheduled Departure Date of Your Trip. This is Your “Effective Date” and time for Trip Cancellation.

**Travel Delay:** Coverage begins after You have traveled from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

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

#### **When Coverage Ends – Coverage Termination Date:**

**Trip Cancellation:** Your coverage automatically ends on the earlier of: the date and time You cancel Your Trip.

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

All coverages under the Certificate will be extended if Your entire Trip is covered by the Certificate and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or 10 days after the Scheduled Return Date.

## SECTION IV. GENERAL EXCLUSIONS

### Benefits are not payable for any loss due to, arising or resulting from:

1. an act of declared or undeclared war;
2. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
3. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
4. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
5. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
6. dental treatment (except as coverage is otherwise specifically provided herein);
7. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
8. due to a Pre-Existing Condition, as defined in the Certificate. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;
9. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
10. a loss or damage caused by detention, confiscation or destruction by customs;
11. Elective Treatment and Procedures;
12. Complications from Elective Treatment and Procedures otherwise not payable under this Certificate;
13. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
14. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
15. a mental or nervous condition, unless hospitalized or Partially Hospitalized for that condition while the Certificate is in effect for You;
16. a loss that results from an illness, disease or other condition, event or circumstance which occurs at a time when the Certificate is not in effect for You;
17. Bankruptcy or Default or failure to supply services by a supplier of travel services.
18. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.
19. Diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in Diving;
20. Diving in an area where Diving is forbidden.
21. an assessment from a Legally Qualified Physician advising You in writing that You a Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Certificate, at the time of purchase of Coverage for a Trip.
22. Your arrival into a country for which a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department has been issued preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

### PRE-EXISTING CONDITION EXCLUSION:

The Company will not pay for any expense as a result of any illness, disease, or other condition during the 180 day period immediately prior to the date Your coverage is effective for which You or Your Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this Exclusion does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this Certificate.

## SECTION V. GENERAL PROVISIONS

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

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

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

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

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

All or a portion of all benefits provided by the 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) the Insured's estate, We may pay up to \$1,000 any amount due under the Certificate to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

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

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

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

**Other Insurance with the Company:** You may be covered under only one travel Certificate with the Company 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 selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.



**Subrogation:** If the Company has 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, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for Your Trip.

## SECTION VI. COORDINATION OF BENEFITS

### Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan.

The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

### Definitions

**"Plan"** is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Certificate:

"Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

**"This Plan"** is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

**"Primary Plan"** is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

**"Secondary Plan"** is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decides the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

**"Allowable Expense"** is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

**"Claim"** is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

**"Claim Determination Period"** is the period of time, which must not be less than 6-12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether overinsurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

### **Order of Benefit Determination Rules**

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

**Rules.** This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

### **Effect on the Benefits of This Plan When it is Secondary**

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the Claim.

### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

### **Right of Recovery**

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of: (a) the persons We have paid or for whom We have paid; (b) insurance companies; or (c) other organizations.

### **Non-complying Plans**

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, Our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, We will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, We will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

## STATE AMENDATORY ENDORSEMENTS

This Amendatory Endorsements are attached to and made a part of Policy Number US855476 issued to the Group and Blanket Accident and Health Trust (the Policyholder).

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

### ARKANSAS

The Policy/Certificate are hereby amended for Arkansas as follows:

1. The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

2. The **Subrogation** provision appearing in **SECTION V General Provisions** is amended to include this sentence which will appear as follows at the end of the provision:

The Company is entitled to recovery only after You have the Insured has been fully compensated for the loss sustained.

If there is a conflict between the Policy/Certificate and this Rider, the terms of this Endorsement will govern. T210-AE AR

### CONNECTICUT

The Certificate is hereby amended for **Connecticut Residents** as follows:

1. The following is added to the **Face Page** of the Certificate:

Upon request by an Insured, the Master Group Policy, situated in Illinois, is available for examination.

2. The following Exclusion 4. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

4. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;

3. Exclusion 19. in **SECTION IV GENERAL EXCLUSIONS** referencing chemical, biological, radiological or similar agents is deleted in its entirety and will not appear.

4. The **Excess Insurance** provision in **SECTION V GENERAL PROVISIONS** is deleted and will not appear.

5. The **Subrogation** provision in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Subrogation:** If the Company has 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, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.

6. The following is added to **SECTION V GENERAL PROVISIONS**:

**Required Connecticut Statement regarding termination of Participating Organization or Master Group Policy:** In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium payment has been paid prior to that termination date will continue until the end of Your Trip.

7. **SECTION VI COORDINATION OF BENEFITS** is deleted in its entirety and will not appear.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE CT

T210-CER

## DISTRICT OF COLUMBIA

The Certificate is hereby amended for **District of Columbia** as follows:

1. The following will appear at the bottom of the Cover Page, directly above the **TABLE OF CONTENTS**:

### LIMITED BENEFIT COVERAGE

2. **SECTION V GENERAL PROVISIONS** is amended to include the following provisions:

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

**Required District of Columbia Statement regarding termination of Participating Organization or Master Group Policy:** In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium payment has been paid prior to that termination date will continue until the end of Your Trip.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE DC

## FLORIDA

The Policy/Certificate are hereby amended for **Florida Residents** as follows:

The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Legal Actions:** No legal action may be brought to recover on the Policy until 60 days after the Company receives Proof of Loss. No legal action for a claim may be brought against Us more than 5 years after the time required by law for giving Proof of Loss. This 5 year time period is extended from the date Proof of Loss is furnished and the date the claim is denied in whole or in part.

If there is a conflict between the Policy/Certificate and this Rider, the terms of this Endorsement will govern. T210-AE FL RESIDENTS ONLY

## GEORGIA

The Policy/Certificate are hereby amended for **Georgia Residents** as follows:

The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this **Georgia** Amendatory Endorsement will govern. T210-AE-GA

## HAWAII

The Certificate is hereby amended for **Hawaii Residents** as follows:

The following is added to **SECTION V GENERAL PROVISIONS** as follows:

**Representations:** All statements made by the Insured are deemed representations and not warranties. No statement made by the Insured shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the Insured or to the Insured's beneficiary, if any. A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects the acceptance of the risk assumed by the Company, shall not prevent a recovery under the Certificate.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE-HI

## IDAHO

The Policy/Certificate are hereby amended for **Idaho** as follows:

1. The following is added at the bottom of **SECTION V General Provisions**: **Contact Information for the Idaho Department of Insurance**:

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE-ID

## ILLINOIS

The Policy/Certificate are hereby amended for **Illinois** as follows:

- A. Item 1. in the **Injury** definition in both **TRIP CANCELLATION AND INTERRUPTION DUE TO YOUR INABILITY TO DIVE** and **LOST DIVING DAYS** appearing in **SECTION I COVERAGES** is deleted and replaced as follows:

1. is direct and independent of disease or bodily infirmity;

- B. Item B. in the Exclusions in **TRIP CANCELLATION AND INTERRUPTION DUE TO YOUR INABILITY TO DIVE** is deleted and replaced as follows:

B. The Company will not be liable for claims, under the Coverage Part B, directly arising from any hazardous pursuit or occupation or flying except while flying as a passenger in a fully-licensed multi-engine passenger-carrying aircraft.

- C. The last sentence in the definition of "**Injury**" or "**Injuries**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity and must not be caused by, or result from, Sickness.

- D. Item 1) in the definition of "**Pre-Existing Condition**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

- E. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

- F. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss. Failure to pay within such period shall entitle the Insured to interest at the rate of 9% per annum from the 30<sup>th</sup> day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE IL

## LOUISIANA

The Policy/Certificate are hereby amended for **Louisiana** as follows:

1. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

2. The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against the Company until 45 days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than 3 years after the time required for giving proof of loss. This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

3. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if when applying for coverage, You the Insured made a fraudulent statement or misrepresentation with the intent to deceive. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment, or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

4. The **Subrogation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

**Subrogation:** If the Company make any payment under this coverage and the person to or for whom payment is made has a right to recover damaged from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to Your (the Insured's) right to be fully compensated.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE LA

#### MARYLAND

The Policy/Certificate are hereby amended for **Maryland** as follows:

1. On the **Cover Page**, the last sentence in the third paragraph indicating "When so returned, the coverage under this Certificate is void from the beginning" is deleted and will not appear.

2. The **Concealment and Misrepresentation** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this **Maryland** Amendatory Endorsement will govern. T210-AE MD

#### MAINE

The Certificate is hereby amended for **Maine Residents** as follows:

1. The references to \$1,000 within the Maximum Benefit Amount/Principal Sum ranges in the **SCHEDULE OF BENEFITS** for Accidental Death and Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only and Common Carrier Only are deleted and replaced with \$2,000.

2. The bottom three Types of Losses in **24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT** are deleted and replaced as follows:

|   |                       |
|---|-----------------------|
| Loss of thumb and index finger of the same hand | 100% of Principal Sum |
| Loss of Speech                                  | 100% of Principal Sum |
| Loss of Hearing One Ear Both Ears One Ear       | 50% of Principal Sum  |

3. The definition of **Actual Cash Value** appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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

4. The **Concealment and Misrepresentation** provision in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulent or materially misrepresented. Notice of cancellation of the entire coverage will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE ME

## MINNESOTA

The Certificate is hereby amended for **Minnesota Residents** as follows:

1. The third paragraph of the **Face Page** is deleted and replaced as follows:

Insurance is provided by a Group Policy situated in a state other than Minnesota. Certificates delivered to residents of Minnesota are subject to the terms of the Certificate and this Minnesota Amendatory Endorsement and not the Group Policy.

2. All references to "**Confirmation of Benefits**" are hereby deleted and will not apply.

3. The following is added to appear as General Exclusion 31. or will appear as the last numbered Exclusion in **SECTION IV GENERAL EXCLUSIONS**:

31. Air, water or other pollution, or threat of a pollutant release;

4. The **Time of Payment of Claims** and **Concealment and Misrepresentation** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within five business days after receipt of acceptable proof of loss.

**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 was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

5. The following is added as the last sentence in the **Subrogation** provision in **SECTION V GENERAL PROVISIONS**:

The Company may not subrogate itself to the rights of an Insured to proceed against another person if that other person is an Insured by the Company for the same loss.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE MN

## NEBRASKA

The Policy/Certificate are hereby amended for **Nebraska** as follows:

- A. Item 1. in the definition of **Pre-Existing Condition** appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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 exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

- B. In Exclusion 4. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to "races" is changed to "organized races".

- C. In Exclusion 7. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to "any race" is changed to "any organized race".

- D. Item 1. in the **PRE-EXISTING CONDITION EXCLUSION** provision appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

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 exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

- E. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim immediately (or within 30 days) after receipt of acceptable proof of loss.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE NE

## NEVADA

The Policy is hereby amended for **Nevada** as follows:

1. **SECTION V TERMINATION OF MASTER POLICY** is deleted and replaced as follows:

If the Policy has been in effect for less than 70 days, the Policyholder or the Company may terminate the Master Policy by giving 31 days advance written notice to the other party. Termination is without prejudice to any claims that exist on such date.

If the Policy has been in effect for 70 days or more, the Company may terminate the Master Policy before the expiration of the agreed term for any one of the following grounds:

- (a) failure to pay premium when due;
- (b) conviction of the Insured of a crime arising out of acts increasing the hazard insured against;
- (c) discovery of fraud or material misrepresentation in the obtaining of the Master Policy or in the presentation of a claim thereunder;
- (d) discovery of an act of omission or a violation of any condition of the Master Policy.

If there is a conflict between the Policy and this Endorsement, the terms of this Endorsement will govern. T210-AE NV

## OHIO

The Certificate is hereby amended for **Ohio** as follows:

A. The following statement is added to the **Face Page** of the Certificate:

**WARNING:** Any person who knowingly, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

B. The **Who is Eligible For Coverage** provision appearing **SECTION III INSURING PROVISIONS** is deleted and replaced as follows:

**Who Is Eligible For Coverage:**

A citizen or resident of the United States of America who is booked for travel on Your Trip, completes the enrollment form and for whom the required premium payment is paid.

C. The **Excess Insurance** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and will not appear.

D. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end:

**Required Ohio Statement regarding termination of Participating Organization or Master Group Policy:** In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium payment has been paid prior to that termination date will continue until the end of Your Trip.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE OH

## OKLAHOMA

The Policy/Certificate are hereby amended for **Oklahoma** as follows:

1. The third paragraph on the **Face Page** is deleted and replaced as follows:

Insurance provided by this Certificate is subject to all the terms and conditions of the Group Policy, situated in a state other than Oklahoma. Certificates delivered to residents of Oklahoma are subject to the terms of this Certificate and not the Group Policy.

2. The following statement is added to the **Face Page** of the Certificate:

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



3. Exclusion 2. pertaining to war appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

2. war or any act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer.

4. The last sentence in the **Medically Fit to Travel Exclusion** provision appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

If Coverage for a Trip is purchased and it is later determined that You, Family Member booked to travel with You were not Medically Fit to Travel, as defined in this Certificate Plan, at the time of purchase of Coverage for a Trip, the Coverage is cancelled and premium paid will be returned.

5. The **Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay up to \$1,000 to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

6. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

7. **SECTION V General Provisions** is amended to include the following provisions:

**Conformity with Oklahoma statutes:** The provisions of this Certificate conform to the requirements of Oklahoma law and this Certificate controls over any conflicting statutes of any state in which You reside on or after the effective date of this Certificate.

**Required Oklahoma Statement regarding premium:** The exact amount of premium will be determined upon purchase of the coverage under this Certificate, and the basis and rates upon which the premium will be determined are the plan design, Trip cost and age of the Insured. The average per Trip premium is \$68.23USD.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Oklahoma Endorsement will govern. T210-AE OK

#### RHODE ISLAND

The Certificate is hereby amended for **Rhode Island** as follows:

1. The definition of **Family Member** in **SECTION II DEFINITIONS** is deleted and replaced as follows:

**"Family Member"** means any of the following: Your legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, a person who is a party to a civil union with You as Your dependent and spouse.

2. The **Time of Payment of Claims** provision in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 60 days after receipt of acceptable proof of loss.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE RI

#### SOUTH CAROLINA

The Certificate is hereby amended for **South Carolina** as follows:

1. The **Payment of Claims, Physical Examination and Autopsy and Legal Actions** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

**Payment of Claims:** Benefits will be paid to the Insured. Loss of Life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

**Physical Examination and Autopsy:** The Company at its own expense may have the Insured examined as often as reasonably necessary while a claim is pending and in cases of death of the Insured the Company at its own expense also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

**Legal Actions:** No legal action may be brought to recover on this Certificate within sixty days after written proof of loss has been given as required by this Certificate. No such action may be brought after six years from the time written proof of loss is required to be given.

2. The following provision is added as the last provision in **SECTION V GENERAL PROVISIONS**:

**Change of Beneficiary:** The Insured can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the Certificate, unless the designation of the beneficiary is irrevocable.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE SC

#### **SOUTH DAKOTA**

The Policy/Certificate are hereby amended for **South Dakota** as follows:

1. The following Exclusion 4. appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted in its entirety:

4. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician”;

2. Exclusion 10. appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

10. any amount paid under any Worker's Compensation, Disability Benefit or similar law;

3. The last sentence of the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

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

If there is a conflict between the Policy/Certificate and this Rider, the terms of this Endorsement will govern. T210-AE SD

#### **UTAH**

The Policy/Certificate are hereby amended for Utah as follows:

1. **The definition of Family Member appearing in SECTION II DEFINITIONS is amended to include a child placed for adoption with the Insured.**

2. The **Proof of Loss** provision appearing in **SECTION V GENERAL PROVISIONS** is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss does not bar recovery under the Certificate if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

3. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

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

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE UT

#### **VERMONT AMENDATORY ENDORSEMENT**

The Policy/Certificate are hereby amended for **Vermont** as follows:

**A.** The references to “Usual and Customary” appearing in **COVERAGES GG, HH, II and JJ in SECTION I COVERAGES** are replaced by “Reasonable and Necessary”.

**B.** The definition of “**Usual and Customary**” appearing in **SECTION II DEFINITIONS** will now appear as the definition of “**Reasonable and Necessary**”.

**C.** The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS** are deleted and/or deleted and replaced as follows:

19. deleted in its entirety (relating to device, weapon, material employing chemical, biological, radiological).

D. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.

E. The last sentence in the **Physician Examination and Autopsy** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

The Company may have an autopsy done (at the expense of the Company) unless the law or Your religion forbids it.

F. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS**:

However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.

H. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end of that section:

**Vermont law regarding civil unions:** Vermont law requires that insurance policies and certificates offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with Vermont law regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Certificate designating Insured, Eligible Person, Family Member, You/and or Your and another other certificate definitions and provisions designating an Insured under this Certificate are amended, whenever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used to indicate parties to a civil union and their families under Vermont law.

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE VT

## WYOMING

The Certificate is hereby amended for Wyoming as follows:

1. In the definition of **Pre-Existing Condition** appearing in **SECTION II DEFINITIONS**, Item 1) is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

2. In the **Pre-Existing Condition Exclusion** provision appearing in **SECTION IV GENERAL EXCLUSIONS**, Item 1) is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

If there is a conflict between the Policy/Certificate and this Endorsement, the terms of this Endorsement will govern. T210-AE WY