

TRAVEL PROTECTION INSURANCE
Certificate of Insurance

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Scheduled of Benefits. It provides the Insured with specific information about the program he or she purchased. The Insured should contact the Company immediately if he or she believes that the Scheduled of Benefits is incorrect.

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



Marc J. Adeo
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 Certificate, the Policy will govern.

If the Insured is not completely satisfied with the insurance he or she must notify the Company within 10 days of purchase and return the certificate. The Company will give the Insured a full refund of premium provided he or she has not already departed on the Covered Trip or filed a claim.

TABLE OF CONTENTS

- I. COVERAGES
- II. DEFINITIONS
- III. INSURING PROVISIONS
- IV. GENERAL LIMITATIONS AND EXCLUSIONS
- V. GENERAL PROVISIONS

SCHEDULE OF BENEFITS

<u>Benefit</u>	<u>Maximum Benefit Amount/Principal Sum</u>
Part B – Travel Arrangement Protection	
Trip Cancellation.....	100% of Trip Cost up to a maximum of \$5,000
Trip Interruption.....	100% of Trip Cost up to a maximum of \$5,000
Baggage & Personal Effects.....	\$2,000
Baggage Delay (Up to \$50 Per Day).....	\$150
Trip Delay (Up to \$500 Per Day).....	\$2,500

SECTION I. COVERAGES

TRIP CANCELLATION

This Benefit is provided only if shown as covered on the Scheduled of Benefits.

Benefits will be paid up to the Maximum Benefit Amount purchased to cover an Insured for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when an Insured is prevented from taking his or her Covered Trip due to:

1. death of an Insured, Traveling Companion or Business Partner, or Family Member of an Insured or Traveling Companion;
2. a covered Sickness or Injury involving an Insured, Traveling Companion or Business Partner, or Family Member of an Insured or Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. an Insured or Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
4. an Insured's principal place of residence being rendered uninhabitable by unforeseen circumstances or fire or flood or burglary of primary residence within 10 days of departure.
5. an Insured being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. An Insured is in the Military and called to emergency duty for a national disaster other than war;
7. Employer termination or layoff affecting the Insured or a person(s) sharing the same room with the Insured during the Insured's Covered Trip. Employment must have been with the same employer for at least 3 continuous years.
8. Natural disaster at the site of the Insured's destination, which renders their destination accommodations uninhabitable limited to the cost of the airfare of the Insured's Covered Trip;
9. Felonious Assault of the Insured within 10 days of the Scheduled Departure Date;
10. Revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.

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. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a Traveling Companion has his or her Covered Trip delayed, canceled or interrupted for a covered reason and an Insured does not cancel.

The Maximum Benefit Amount is the lesser of the total cost of the Insured's Covered Trip; or the total amount of coverage the Insured purchased as shown in the Scheduled of Benefits.

TRIP INTERRUPTION

This Benefit is provided only if shown as covered on the Scheduled of Benefits.

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the additional cost for one way Economy Transportation for the Insured to return to their original destination or rejoin their Trip less the value of the original unused return travel ticket when an Insured is prevented from completing his or her Trip due to:

- a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Your Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing the Insured's continued participation in the Trip;
- b) an Insured's principal place of residence being rendered uninhabitable by unforeseen circumstances or fire or flood or burglary of primary residence during the Insured's Covered Trip.;
- c) Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that an Insured should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date;

- d) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which an Insured is not a party (except law enforcement officers);
- e) The Insured is called to emergency military duty for a national disaster other than war;
- f) Traffic accident, substantiated by a police report, directly involving either the Insured while en route to a scheduled point of departure;
- g) If the Travel Supplier cancels Your Trip, You are eligible for the benefit amount shown in the Scheduled of Benefits for the reissue fee charged by the airline for each of the Insureds' tickets. You must have protected the entire cost of their Trips, including the airfare.

If a Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by an Insured to remain with the traveling companion up to \$150 per day and limited to 10 days.

If an Insured cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and an Insured must extend his or her Covered Trip with additional hotel nights up to \$100 per day and limited to 5 days due to medically imposed restrictions, as certified by a Legally Qualified Physician.

If the Insured's Travel Supplier cancels the Insured's Covered Trip, the Insured is covered up to \$250.00 for the reissue fee charges by the airline for the tickets. The Insurance must have covered the entire cost of the Covered Trip including the airfare.

The Maximum Benefit Amount is the lesser of the total cost of the Insured's Covered Trip; or the total amount of coverage the Insured purchased as shown in the Scheduled of Benefits.

BAGGAGE AND PERSONAL EFFECTS

This Benefit is provided only if shown as covered on the Scheduled of Benefits. For purposes of this benefit:

"Baggage and Personal Effects" means goods being used by an Insured during a Covered Trip. The term Baggage and Personal Effects does not include:

- a) animals;
- b) automobiles and automobile equipment;
- c) boats or other vehicles or conveyances;
- d) trailers;
- e) motors;
- f) aircraft;
- g) bicycles, except when checked as baggage with a Common Carrier;
- h) household effects and furnishings;
- i) antiques and collectors items;
- j) prosthetic limbs;
- k) prescribed medications;
- l) keys, money, credit cards (except as coverage is otherwise specifically provided herein), securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- m) professional or occupational equipment or property, whether or not electronic business equipment; or

For Baggage and Personal Effects: Coverage will be provided to an Insured: (a) against all risks of permanent loss, theft or damage to baggage and personal effects; (b) subject to all Exclusions and Limitations in the policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) \$300 per article.

A combined maximum of \$1,000 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

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 of lost or stolen credit cards, subject to verification that the Insured has complied with all conditions of the credit card company.

For Baggage Delay: If, while on a Covered Trip, an Insured's checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from his or her time of arrival at a destination other than at his or her place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. An Insured 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.

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 schedule under any other insurance.

The Maximum Benefit Amount is shown in the Scheduled of Benefits.

TRIP DELAY

This Benefit is provided only if shown as covered on the Scheduled of Benefits.

If an Insured is delayed for 6 hours or more hours while in route to or from a Covered 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 an Insured or Traveling Companion are not directly involved (must be substantiated by a police report);
- c) quarantine, hijacking, terrorism, strike, natural disaster, or riot;
- d) documented weather condition preventing the Insured from getting to the point of departure;

benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

- a) the Additional Transportation Cost from the point where an Insured was delayed to a destination where he or she can join the Covered Trip;
- b) the Additional Transportation Cost to return an Insured to his or her originally scheduled return destination;
- c) reasonable accommodation and meal expenses up to \$500 per day necessarily incurred by an Insured for which he or she has proof of purchase and which were not paid for or provided by any other source; and
- d) the non-refundable, unused portion of the prepaid expenses for the Covered Trip. as long as the expenses are supported by proof of purchase and are not reimbursable by any other source.

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

The Maximum Benefit Amount is shown in the Scheduled of Benefits.

SECTION II. DEFINITIONS

“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.

“Business Partner” means an individual who (a) is involved in a legal general partnership with an Insured and or (b) is actively involved in the day to day management of an Insured’s business.

“Common Carrier” means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

“Covered Trip” means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date.

“Domestic Partner” means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of continuous cohabitation throughout the 180 day period prior to the Insured’s Effective Date of the Plan; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

“Economy Transportation” means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Covered Trip, reduced by the value of an unused return travel ticket.

“Family Member” means any of the following: an Insured’s or an Insured’s Traveling Companion’s: legal spouse (or common-law spouse where legal), legal guardian, 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, an employed caregiver who lives with the Insured, or a person for whom the Insured is the primary caregiver with whom the Insured have lived for 12 continuous months prior to the effective date of the Insured’s Plan, whether or not they travel with the Insured.

“Hospital” means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
 - (b) has organized departments of medicine and major surgery;
 - (c) has a requirement that every patient must be under the care of a physician or dentist;
 - (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
 - (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395xk);
 - (f) is duly licensed by the agency responsible for licensing such hospitals; and
- Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

“Injury” or “Injuries” means accidental bodily injuries: (a) received while insured under the Policy and any attached coverages: (b) resulting in loss independently of sickness and all other causes: and (c) not excluded from coverage.]

“Insured” means the individual named on the enrollment form who has purchased a Covered Trip and who has paid the required premium.”

“Intoxicated” mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where an Insured is located at the time of an incident.

“Legally Qualified Physician” means a physician or a Christian Science Practitioner (a) other than an Insured, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a physician in the place where the services are rendered.

“Maximum Benefit Amount” means the maximum amount payable for coverage provided to an Insured as shown in the Scheduled of Benefits.

“Medical Treatment” means treatment advice or consultation by a Legally Qualified Physician.

“Medically Necessary” means a service or supply which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting an Insured’s condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.”

“Mental or Nervous Conditions” means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to, neurosis, psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism.

“Pre-Existing Condition” means the existence of symptoms in You, Your Traveling Companion, Your Family Member booked to travel with him or her You or Your Traveling Companion's Family Member that would ordinarily cause a prudent person to seek diagnosis, care or treatment within a 180 day period preceding the effective date of Your coverage, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 180 day period preceding the effective date of Your coverage.

“Published Penalties” means any published cancellation penalties issued 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 the Covered Trip sale. The Insured must be in the Travel Supplier’s penalty period. The maximum amount reimbursable under the travel agency’s Published Penalties is 10% of the Covered Trip cost (excluding taxes and other non-commissionable items) or 10% of the amount the Insured has paid, whichever is less. Maximum payable under any one claim is the Covered Trip cost, excluding taxes and other non-commissionable items.

“Scheduled of Benefits” means the coverage confirmation provided to an Insured following enrollment and payment of the applicable premium.

“Scheduled Departure Date” means the date on which an Insured is originally scheduled to leave on the Covered Trip. **“Scheduled Return Date”** means the date on which an Insured is originally scheduled to return to the point of origin or the original final destination.

“Sickness” means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while the Insured is covered under the Policy.

“Strike” means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

“Third Party” means a person or entity other than an Insured or the Company.

“Transportation Expense” means: (a) the cost of conveyance of an Insured and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.

“Travel Arrangements” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the covered trip.

“Traveling Companion” means a person or persons with whom the Insured has coordinated Travel Arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.

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

SECTION III. INSURING PROVISIONS

Insured’s Term of Coverage:

For Trip Cancellation: Coverage begins on the Effective Date and time specified in the Scheduled of Benefits. Coverage ends at the point and time of departure on an Insured’s Scheduled Departure Date.

For Trip Delay: Coverage is in force while en route to and from the Covered Trip.

For all other coverages: Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on an Insured’s Scheduled Return Date.

In the event the Scheduled Departure Date and/or the Schedule Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor an Insured has control an Insured’s term of coverage shall be automatically adjusted accordance with the Travel Supplier’s notice to the Company of the delay or change.

SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

Benefits are not payable for Sickness, Injuries or losses of an Insured or an Insured's Traveling Companion:

1. resulting from an act of declared or undeclared war;
2. while participating in maneuvers or training exercises of an armed service;
3. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
4. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
5. due to normal childbirth, normal pregnancy (except complications of pregnancy of pregnancy or voluntarily induced abortion);
6. for dental treatment (except as coverage is otherwise specifically provided herein);
7. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Scheduled of Benefits;
8. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: to coverage purchased within 24 hours from the time the initial Covered Trip deposit is paid the purchase of the Insured's Covered Trip if the full cost of the Covered Trip is protected and if the Insured is medically able to travel when payment is made for the insurance and has not filed a claim for Trip Cancellation due to a pre-existing condition within 180 days of their Effective Date; or
9. due to a mental or nervous condition, unless hospitalized.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges which would not have been incurred had an Insured notified the Travel Supplier in the specified period. If the event prevents an Insured from reporting the cancellation, the 72-hour notice requirement does not apply; however, an Insured must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

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) an Insured's negligent acts or omissions; or
- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

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. An Insured or someone on an Insured's behalf may give the notice. The notice should be given to the Company or designated representative and should include sufficient information to identify the Insured.

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

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

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, except in the absence of legal capacity.

Time of Payment of Claims: The Company or its designated representative, will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases an Insured; and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

Other than for loss of life, if any benefit is payable to: (a) an Insured or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release; or (b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

Physician Examination and Autopsy: The Company, at the expense of the Company, may have an Insured 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: No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us 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.

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: An Insured may be covered under only one travel policy with the Company for each Covered Trip. If an Insured is covered under more than one such policy, he or she 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. (This provision does not apply to the Accident Medical Expense or the Sickness Medical Expense Benefits if provided under this Certificate.)

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. An Insured 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 an Insured recovers damages from the Third Party responsible for the loss, the Insured 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.

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 an Insured's property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and e) be examined, if requested.

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 this Covered Trip.