

**TRAVEL PROTECTION INSURANCE POLICY**

**EF – Go Ahead Tours**

This Policy describes the group travel insurance benefits underwritten by United State Fire Insurance Company, herein referred to as the “Company” or as “We”, “Us” and “Our”.

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

This Policy is a legal contract issued in consideration of the signed Master Application of the Policyholder, a copy of which is attached.

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

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

**SCHEDULE OF BENEFITS**

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

<b>Travel Arrangement Protection Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Trip Cancellation	Trip Cost
Trip Interruption	Trip Cost
Trip Delay - 6 hours	\$500 per day, to a maximum of \$2,500
Single Supplement	Included
Medical Evacuation and Repatriation of Remains	\$50,000
Additional Medical Evacuation Transportation of Children/Child Bedside Visit Transportation to Join the Insured	Included
Political or Security Evacuation and Natural Disaster Evacuation	\$1,500
Additional Evacuation Benefit Baggage Return	Included
<b>Protection For the Insured's Belongings</b>	<b>Maximum Benefit Amount</b>
Baggage and Personal Effects	\$2,000 subject to per item maximum of \$300
Sub-limits: Passport, Visa or Other Travel Documents Replacement	\$100
Credit Card charges and interest	\$100
Items subject to Special Limitations	\$1,000 maximum combined
Baggage Delay 24 hours	up to \$100 per day, to a maximum of \$300
<b>Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical Expense	\$25,000
Dental Expense Sublimit:	\$750
<b>Accident Death and Dismemberment Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident Death and Dismemberment	\$50,000
Exposure	Included
Disappearance	Included

## SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip and pays the required premium is covered under the Insured's certificate. Eligibility for purchase of the Insured's Certificate will be determined at time of claim. If it is determined that the Insured or Trip is not eligible for coverage, any claim for benefits will be denied and the Insured's premium payment for the Insured's Certificate will be refunded. Coverage is only available for persons who are a citizen or resident of the United States of America.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

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

**This is the Insured's Effective Date and time for Trip Interruption:** Coverage begins when the Insured departs to his/her first scheduled Travel Arrangement (or if the Insured must use an alternate Travel Arrangement after his/her Scheduled Departure Date to reach the Insured's Scheduled Destination, on the Scheduled Departure Date) for the Insured's Trip.

**This is the Insured's Effective Date and time for Trip Delay:** Coverage begins when the Insured departs on his/her first scheduled Travel Arrangement (or if the Insured must use an alternate travel arrangement after the Scheduled Departure Date to reach the Scheduled Destination, on the Scheduled Departure Date) for the Insured's Trip. Coverage is in force while en route to and from the Covered Trip.

**This is the Insured's Effective Date and time for All Other Coverages:** Coverage begins on the date and time the Insured departs on the first Travel Arrangement (or alternate travel arrangement if the Insured must use an alternate Travel Arrangement to reach the Scheduled Destination) for his/her Trip.

### When Coverage Ends:

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

1. the date and time the Insured departs on his/her Trip;
2. the date and time the Insured cancels his/her Trip.

**All Other Coverages:** The Insured's coverage automatically ends on the earlier/est of:

1. the date the Insured completes his/her Trip;
2. the Scheduled Return Date;
3. The Insured arrival at his/her Return Destination on a round Trip, or the Insured's Scheduled Destination on a one-way Trip;
4. cancellation of the Insured's Trip covered by this Policy;
5. the date the Insured interrupts his/her Trip due to a covered Unforeseen reason (does not apply if the Insured is able to resume his/her Trip without going back to the Insured's Return Destination).

## SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

#### Medical Evacuation and Repatriation Extension

If the Insured incurs a covered Injury or Sickness on his/her Trip and a treating Physician certifies that the Insured is not Medically Fit to Travel to his/her Return Destination on the Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be automatically extended until the Insured is Medically Fit to Travel and transported to the Insured's Primary Residence or the Insured reached the Maximum Benefit Amount shown in the Schedule of Benefits.

#### Accident and Sickness Medical Expense Extension

If the Insured is Hospitalized due to a covered Injury or Sickness on his/her Trip and a treating Physician certifies that the Insured is not Medically Fit to Travel to his/her Return Destination on the Scheduled Return Date, this benefit will be extended for an additional 14 days, or until the Insured is released from the Hospital and Medically Fit to Travel, or the Insured reached the Maximum Benefit Amount shown in the Schedule of Benefits, whichever is earlier, provided that Hospitalization goes beyond the Scheduled Return Date.

## SECTION IV TRAVEL ARRANGEMENT PROTECTION

### TRIP CANCELLATION

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

1. The Insured's, a Family Member's, or a Traveling Companion's death that occurs before departure on the Insured's Trip;
2. The Insured's, a Family Member's, or a Traveling Companion's Sickness or Injury, that:
  - a. occurs before departure on the Insured's Trip;
  - b. is examined and treated by a Physician prior to cancellation unless it is not reasonably possible to do so; and
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause the Insured to cancel their Trip;
3. Sickness, Injury, or death of the Insured's Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing the Insured from participating in the Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while the Insured is on their Trip on or before the Scheduled Departure Date; or
4. The Insured or the Insured's Traveling Companion must cancel their Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. the Insured or the Insured's Traveling Companion are suffering a Mental, Nervous or Psychological condition or disorders which require Hospitalization or Partial Hospitalization. Hospitalization or Partial Hospitalization must be for at least 2 or more days before the Insured's Scheduled Trip. A Physician must certify the condition as preventing the Insured or the Insured's Traveling Companion from going on the Trip;
2. the Insured or the Insured's Traveling Companion are directly involved in a traffic accident, while en route to their Scheduled Trip Departure City. The traffic accident must be documented by a police report;

3. the Insured's or the Insured's Traveling Companion's Primary Residence or Scheduled Destination Accommodations are made Uninhabitable and remain Uninhabitable during their Trip or are inaccessible by the mode of transportation as shown on the travel documents or itinerary within 30 days of their Scheduled Departure Date by a Natural Disaster, vandalism or burglary;

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

4. the Insured or the Insured's Traveling Companion are hijacked or Quarantined;
5. the Insured or the Insured's Traveling Companion are subpoenaed, or served with a court order, or required to serve on a jury, or required to appear as a witness in a legal action, provided the Insured or the Insured's Traveling Companion are not: 1) a party to the legal action; or except 2) appearing in a law enforcement capacity;
6. the Insured or the Insured's Traveling Companion are called to active military duty either to serve or to provide aid or relief in the event of a Natural Disaster, an Epidemic, a Civil Disorder, or Terrorist Incident other than war;
7. the Insured's or the Insured's Traveling Companion's previously granted military leave is revoked or reassigned for reasons due to war or an act of war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Cancellation coverage and the leave revoked or reassigned after the Effective Date of Trip Cancellation coverage;
8. a documented theft of the Insured's passports or travel documents or visas specifically required for their Trip. A police report must substantiate the theft or the copy of the request for a new passport, or travel documents, or visas;
9. the Insured or the Insured's Traveling Companion are involuntarily terminated or laid off from their employment. The termination notice must occur at least 30 days after the Trip Cancellation Effective Date. The Insured or the Insured's Traveling Companion must have been an active employee with the same employer for at least 1 continuous year.

The Insured must report all cancellations to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the Insured should report the event as soon as possible. We do not cover increased amounts of Published Penalties and unused, non-refundable prepaid Payments or Deposits that result from all other delays or reporting beyond 72 hours.

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

### **TRIP INTERRUPTION**

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

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

The benefit payable for the above will not exceed the cost of a one-way economy airfare (or first or business class, if the original tickets were first or business class) by the most direct route less any refunds paid or payable for the Insured's unused original tickets.

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

1. the Insured's, a Family Member's, or the Insured's Traveling Companion's death, which occurs while the Insured is on their Trip;
2. the Insured's, a Family Member's, or the Insured's Traveling Companion's Sickness or Injury, that:
  - a) occurs while the Insured is on their Trip;
  - b) is examined and treated by a Physician prior to the time of interruption unless it is not reasonably possible to do so; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent the Insured's continued participation on their Trip;
3. Sickness, Injury, or death of the Insured's Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing the Insured continuing on their Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while the Insured is on their Trip; or
4. the Insured or the Insured's Traveling Companion must interrupt their Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

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

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

### **TRIP DELAY**

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements, and Reasonable Additional Expenses, if the Insured's Trip is delayed at least 6 consecutive hours from the original departure time to:

- a. join the Insured's Trip if the Insured must depart after the Scheduled Departure Date or travel via alternate travel arrangements; or
- b. rejoin the Insured's Trip from the point where the Insured interrupted their Trip to the next Scheduled Destination.

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

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

Receipts must accompany Reasonable Additional Expenses incurred.

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

### **SINGLE SUPPLEMENT**

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

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

### **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when the Insured suffers a Sickness, Injury, or Loss of life, during the Insured's Trip, for the following:

#### **Emergency Medical Evacuation**

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

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

#### **Medical Repatriation**

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

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

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

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

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



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

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

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

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

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return the Insured's body to the Insured's city of Primary Residence or the Insured's origination point or to the place of burial in the United States of America if the Insured dies during their Trip.

Repatriation Expenses means:

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

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

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

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

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

### **ADDITIONAL MEDICAL EVACUATION**

**Transportation of Children/Child:** If the Insured dies or is Hospitalized for more than 3 consecutive days following an Emergency Medical Evacuation, We will pay up to the cost of a single one-way economy transportation ticket, or same

class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return the Insured's Children/Child who were accompanying the Insured on the Insured's Trip (and any accompanying minor persons under the Insured's care) who are left unattended by the Insured's death or Hospitalization to their Primary Residence or to the Insured's residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

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

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

Additional Medical Evacuation Benefits are supplemental to benefits provided under Medical Evacuation and the Insured's Medical Evacuation coverage may not exceed the amount shown in the Schedule of Benefits.

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

### **POLITICAL OR SECURITY EVACUATION**

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

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

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

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

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

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

**Political or Security Event** means:

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

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

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

1. The benefits and services described herein are provided to the Insured only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;

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

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

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

### **NATURAL DISASTER EVACUATION**

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

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

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

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

## NATURAL DISASTER EVACUATION COVERAGE DEFINITIONS

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

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

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

## NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS

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

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

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

## ADDITIONAL EVACUATION BENEFIT

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

- (a) the location the Insured was evacuated to; or
- (b) the Insured's Return Destination or Primary Residence.

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

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

## SECTION V PROTECTION FOR THE INSURED'S BELONGINGS

### BAGGAGE AND PERSONAL EFFECTS

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

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

#### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us; or
- b. the cost to repair or replace the item with material of a like kind and quality.

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

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits. We may take all or part of the damaged items at the appraised or agreed value by Us.

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

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

#### Items subject to Special Limitations

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

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

## BAGGAGE DELAY

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by the Insured while on their Trip, if the Insured's checked Baggage is delayed or misdirected by a Common Carrier for at least 24 consecutive hours or more from the Insured's time of arrival at a Scheduled Destination other than the Insured's Return Destination.

This coverage terminates upon the Insured's arrival at the Return Destination of their Trip.

**Necessary Personal Items** means replacement for clothing, or toiletry, or eyewear, which are included in the Insured's Baggage and Personal Effects and are required for their Trip. Necessary Items do not include jewelry, perfume or alcohol.

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

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

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

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

### **Losses not covered:**

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

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

## SECTION VI TRAVEL INSURANCE BENEFITS

### ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT

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

- a. benefits will be payable only for Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on the Insured's Trip (of a duration of 180 days or less for Sickness) and requires treatment in person by a Physician;
- b. only Medical Expenses incurred by the Insured within 10 days after the Scheduled Return Date of the Insureds Trip will be reimbursed, provided the initial treatment was received and documented by a Physician during the Insured's Trip;
- c. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for the Insured or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.

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

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

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Trip, if recommended by the Insured's attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from the Insured's Injury or Sickness;
3. emergency dental treatment incurred during the Insured's Trip due to an Accidental Injury to natural teeth. Dental Expenses incurred after the Insured's Trip is completed are not covered;
4. local transportation expense to and/or from a Hospital.

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

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

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

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

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

## SECTION VII ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

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

**Table of Loss**

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

The Loss must occur within 180 days of the date of the Accident, which caused Injury. The Accident must occur while the Insured is on their Trip and is covered under this Policy.

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

**Loss** with regard to:

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

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

### EXPOSURE

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

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

### DISAPPEARANCE

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

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



## Accidental Death and Dismemberment Exclusions

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

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

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

## SECTION VIII GENERAL DEFINITIONS

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

**Actual Cash Value** means current replacement cost of such item of like kind and quality.

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

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

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

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

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

**Children/Child** means a person under age of 18 and primarily dependent on the Insured for support and maintenance.

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

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

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

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

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

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

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

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

**Effective Date** means the date and time the Insured's coverage begins, as indicated in When Coverage Begins and Ends section of this Policy.

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

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

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

**Family Member** means the following relatives of the Insured or the Insured's Traveling Companion:

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

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

**Home Country** means the country or territory of residence or the Insured's citizenship as shown on the Insured's passport. If the Insured has dual citizenship, for the purposes of this benefit, the Insured's Home Country is the country of the passport the Insured uses to enter the Host Country, while covered under this Policy.

**Hospital** means a facility that:

- a. is operated according to law for the care and treatment of sick or Injured people;
- b. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- c. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- d. is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility.

A **Hospital** does not include:

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

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

**Host Country** means a country or territory the Insured is visiting or in which the Insured is living which is not the Insured's Home Country, other than an excluded country, while covered under this Policy.

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

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

**Inpatient** means a person:

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

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

**Medically Fit to Travel** means based on assessment by a treating Physician, following the Insured's Injury or Sickness that occurs while on their Trip, the Insured is medically able to travel.

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

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

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear T7000GBP

of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

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

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

- a) the Insured can be presumed safe from the Occurrence that precipitated the Insured's security evacuation; and
- b) the Insured has access to transportation to the Insured's Home Country; and
- c) the Insured has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which the Insured finds themselves while covered by this Policy:

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

**Payments or Deposits** means the cash, check, or credit card amounts, actually paid for the Insured's Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of the Insured's Trip Travel Arrangements are not Payments or Deposits as defined herein.

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

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

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 180-day period immediately prior to the date the Insured's coverage is effective for which the Insured or the Insured's Traveling Companion scheduled or booked to travel with the Insured:

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

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

**Primary Residence** means the Insured's fixed, permanent and main home for legal and tax purposes.

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

An embargo preventing the Insured or the Insured's Traveling Companion from entering a country is not a quarantine.

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

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

**Return Destination** means the Insured's final destination as shown in the itinerary or other travel documents and the place to which the Insured expects to return from their Trip.

**Scheduled Departure Date** means the date on which the Insured is originally scheduled to leave on their Trip. This date is specified in the itinerary or other travel documents.

**Scheduled Destination** means as shown in the itinerary or other travel documents where the Insured expects to travel to on their Trip other than Return Destination.

**Scheduled Return Date** means the date on which the Insured is scheduled to return to the point where their Trip started or to a different specified Return Destination.

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

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

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

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

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

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

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

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

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

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

**Time Sensitive Period** means insurance must be purchased within 3 days of the date the Insured's initial Payments or Deposits for the Insured's Trip is received.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged for the Insured's Trip arranged by, but not directly provided by the Insured's Travel Supplier.

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

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

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

1. from whom the Insured's certificate is purchased; and
2. with whom the Insured booked the Insured's Travel Arrangements.

**Trip** means a scheduled Trip of 180 days or less in length for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date, and is 100 miles or more from the Insured's Primary Residence.

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

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

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

**Uninhabitable** means:

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

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

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

**Willful** means deliberate or intentional.

## SECTION IX EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to the Insured and the Insured's Traveling Companion scheduled and booked to travel with the Insured.

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

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

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

Death resulting from a Pre-Existing Medical Condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

### **The following exclusions apply to the Medical Expense benefits.**

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

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

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

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

1. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
2. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
3. expenses incurred by any Child born or adopted during the Insured's Trip;
4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;

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

**MEDICALLY FIT TO TRAVEL EXCLUSION:**

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

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



## SECTION X PREMIUMS

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

## SECTION XI CLAIMS PROCEDURES

**The Insured's duties in the event a loss:**

**For Trip Cancellation and Trip Interruption** the Insured must:

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

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

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

**For Medical Expenses** the Insured must:

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

**For Baggage and Personal Effects**

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

1. report theft losses to police or other local authorities as soon as possible and obtain their written report of the Insured's loss;
2. report the baggage delay to the Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items;
3. take reasonable steps to protect the Insured's Baggage and Personal Effects;
4. allow Us to examine the damaged Baggage and Personal Effects. We may require the damaged item to be sent in the event of payment;
5. in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to prevent further unlawful activity;
6. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged.

## SECTION XII HOW TO FILE A CLAIM

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

**Claim Forms:** When notice of claim is received by Us or Our authorized representative, Seven Corners, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be

met by the Insured sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

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

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

**Where to Report a Claim:**

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

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

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

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

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

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 any amount due under the Policy 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.

If the Insured paid for the cost of the Insured's Trip for themselves, as well as other travelers and incurred a covered loss, benefits will be paid directly to the Insured, unless otherwise directed.

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

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

## SECTION XIII GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Termination of The Policy:** Termination of the Policy will not affect a claim for loss, which occurs after the premium is paid and while the Insured's certificate is in force.

**Transfer of Coverage:** Coverage under the Policy cannot be transferred to anyone else.

When used throughout this document “Company”, “Our”, “We”, or “Us” means

## **United States Fire Insurance Company**

### **GRIEVANCE PROCEDURES**

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

#### **DEFINITIONS**

A “**Grievance**” is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An “**Adverse Determination**” is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

#### **INFORMAL GRIEVANCE PROCEDURE**

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60 days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30 days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

#### **FORMAL GRIEVANCE PROCEDURE**

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

#### **First Level Review**

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20 days after receiving the Grievance. The written decision must include:

#### **Grievance**

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

## **Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First Level Review for an Adverse Determination. Within 10 business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) The name, address, and telephone number of a person designated to coordinate the Grievance Review for the Company.
- (2) A statement of your rights, including the right to:
  - Attend the Second Level Review.
  - Present his/her case to the review panel.
  - Submit supporting materials before and at the review meeting.
  - Ask questions of any member of the review panel.
  - Be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
  - Request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45 days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15 days prior to the date. The review meeting will be held during regular business hours at a location reasonably accessible to you. In cases where a face-to-face meeting is not practical for geographical reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) Were not previously involved in any matter giving rise to the Second Level Review;
- (2) Are not employees of the Company or Utilization Review Organization; and
- (3) Do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) The name(s), title(s) and qualifying credentials of the members of the review panel.
- (2) A statement of the review panel's understanding of the nature of the Grievance and all pertinent facts.
- (3) The review panel's recommendation to the Company and the rationale behind the recommendation.
- (4) A description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation.

## **Grievance**

- (5) In the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination.
- (6) The rationale for the Company's decision if it differs from the review panel's recommendation.
- (7) A statement that the decision is the Company's final determination in the matter.
- (8) Notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

### **EXPEDITED REVIEW**

Your are eligible for an expedited review when the time frames for an Informal, formal First Level Review or Second Level Review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24 hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72 hours after the review has commenced. Written communication of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level Reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

When used throughout this document “The Company”, “Our”, “We”, or “Us” means:

**United States Fire Insurance Company**

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**PRIVACY POLICY AND PRACTICES**

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

**Your Privacy is Our Concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

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

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

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

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

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

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

**How to contact Us**

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator  
Crum & Forster A&H Division  
5 Christopher Way, 2nd Floor  
Eatontown, New Jersey 07724