

**United States Fire Insurance Company**

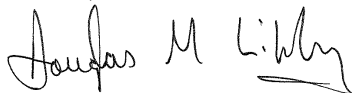
Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724  
(Hereinafter referred to as "the Company")

**TRAVEL PROTECTION INSURANCE**

Certificate of Insurance

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

Signed for the Company,  
President,



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

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

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**SECTION I. COVERAGES**

**COVERAGE A**

**24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT**

This Coverage A Benefit is provided only if shown as covered on the Confirmation of Benefits.

You are eligible for benefits 24 hours a day, up to the Maximum Benefit Amount shown when you sustain an Injury during the Covered Trip which results in a Loss noted below within 180 days of the date of the Injury causing the Loss.

Benefits will be paid as follows:

Type of Loss	Benefit Amount
Loss of life	Principle Sum
Loss of both feet	Principle Sum
Loss of both hands	Principle Sum
Loss of both eyes	Principle Sum
Loss of one hand and one foot	Principle Sum
Loss of one hand and one eye	Principle Sum
Loss of one foot and one eye	Principle Sum
Loss of one hand	Half of the Principle Sum
Loss of one foot	Half of the Principle Sum
Loss of one eye	Half of the Principle Sum

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

Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

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

The Principal Sum is shown in the Confirmation of Benefits.

**COVERAGE B**

**ACCIDENT MEDICAL EXPENSE**

For the purpose of this benefit: "Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a

Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of an accidental Injury that occurs during the Covered Trip.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury, which occurs during the Covered Trip. You must receive the initial Medical Treatment for the Injury within 30 days after the date of the accident, which caused the Injury. All services, supplies or treatment must be received within the 52 weeks following the date of the accident.

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

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured's admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The maximum Benefit Amount is shown in the Confirmation of Benefits.

**COVERAGE C  
SICKNESS MEDICAL EXPENSE**

This Coverage C is made a part of the policy. It is subject to all the provisions of this Coverage C.

For the purposes of this benefit:

“Covered Expense” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured’s Covered Trip, if recommended as a substitute for a hospital room for recovery of a Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital; and
4. Prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness that first manifests itself during the Covered Trip.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness, which manifests itself during the Covered Trip. You must receive initial Medical Treatment for the Sickness within 30 days of onset of the Sickness. All services, supplies or treatment must be received within the 52 weeks following the onset of the Sickness.

Benefits will include expenses for emergency dental treatment not to exceed \$750.00.

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

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured’s admission to a Hospital, up to the Maximum Benefit Amount, because of a covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The maximum Benefit Amount is shown in the Confirmation of Benefits.

#### **COVERAGE D TRIP CANCELLATION**

This Coverage D is made a part of the policy. It is subject to all the provisions of this Coverage D

Benefits will be paid up to the Maximum Benefit Amount purchased to cover You for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking Your Covered Trip due to:

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or You or Your Traveling Companions Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or You or Your Traveling Companions Family member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured’s participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the effective date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your Traveling Companion’s principal place of residence being rendered uninhabitable by unforeseen circumstances or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured’s scheduled point of departure;
6. Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;

7. Felonious Assault on You or on Your Traveling Companion within 10 days of the scheduled Departure Date;
8. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
9. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years.
10. Bankruptcy or Default of an airline or cruise line, or tour operator (other than the tour operator or travel agency from whom You purchased your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured’s effective date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured’s intended destination. This benefit only applies if the policy has been purchased within 21 days of the Insured’s initial payment for the Covered Trip and for the full cost of the Covered Trip;
11. Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
12. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This benefit only applies if the policy has been purchased within 21 days of the Insured’s initial payment for the Covered Trip and for the full cost of the Covered Trip;
13. Pre-Existing Conditions, as defined in the Definitions section are waived if this plan is purchased within 21 days from the time the initial Covered Trip deposit is paid.

Provided such circumstances occurred after Your effective date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

If Your Travel Supplier cancels Your Covered Trip, You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The Maximum Benefit Amount payable under this benefit is the lesser of a) total cost of the Insured's Covered Trip; or b) the total amount of coverage the Insured purchased.

#### Single Supplement

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

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The Maximum Benefit Amount is shown in the Confirmation of Benefits.

### **COVERAGE E TRIP INTERRUPTION**

This Coverage E is made a part of the policy. It is subject to all the provisions of this Coverage E.

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the Additional Transportation Cost paid to return home or rejoin the Covered Trip, when You are prevented from completing Your Covered Trip due to:

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or You or Your Traveling Companions Family Member;

2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or Your Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. Your or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the effective date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your Traveling Companion's principal place of residence being rendered uninhabitable by unforeseen circumstances or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
7. Felonious Assault on You or on Your Traveling Companion within 10 days of the scheduled Departure Date;
8. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
9. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
10. Bankruptcy or Default of an airline or cruise line, or tour operator (other than the tour operator or travel agency from whom You purchased your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's effective date. Benefits will be paid due to Bankruptcy or Default of an airline only

if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;

11. Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
12. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;
13. Pre-Existing Conditions, as defined in the Definitions section are waived if this plan is purchased within 21 days from the time the initial Covered Trip deposit is paid.

Provided such circumstances occurred after Your effective date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

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

If Your Travel Supplier cancels Your Covered Trip, the Insured is covered up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The combined maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

The maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased

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

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

### **COVERAGE F BAGGAGE AND PERSONAL EFFECTS**

This Coverage F is made a part of the policy. It is subject to all the provisions of this Coverage F.

“Baggage and Personal Effects” means goods being used by You during a Covered Trip. The term Baggage and Personal Effects does not include:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
7. bicycles, except when checked as baggage with a Common Carrier;
8. household effects and furnishings;
9. antiques and collectors items;
10. sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
11. prosthetic limbs;
12. prescribed medications;
13. keys, money, credit cards (except as coverage is otherwise specifically provided herein),
14. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
15. professional or occupational equipment or property, whether or not electronic business equipment; or
16. telephones, computer hardware or software.

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

The lesser of the following amounts will be paid:

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

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

A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that the Insured has complied with all conditions of the credit card company.

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

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

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

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

### **COVERAGE G TRIP DELAY**

This Coverage G is made a part of the policy. It is subject to all the provisions of this Coverage G.

If You are delayed for 3 hours or more hours while in route to or from a Covered Trip, due to:

1. any delay of a Common Carrier. The delay must be certified by the Common Carrier;
2. a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
3. lost or stolen passports, travel documents or money (must be substantiated by a police report);
4. quarantine, hijacking, strike, natural disaster, terrorism or riot; or
5. documented weather condition preventing the Insured from getting to the point of departure;

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

1. the Additional Transportation Cost from the point where You were delayed to a destination where You can join the Covered Trip;
2. the Additional Transportation Cost to return You to Your originally scheduled return destination;
3. reasonable accommodation and meal expenses up to \$150 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source; and
4. the non-refundable, unused portion of the prepaid expenses for the Covered Trip as long as the expenses are supported by, proof of purchase and are not reimbursable by any other source.

You must provide the following documentation when presenting a claim for these benefits:

- a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the loss, including but not limited to; scheduled departure and return times and actual departure and return times;

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

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

The maximum Benefit Amount is shown in the Confirmation of Benefits.

**COVERAGE H  
EMERGENCY MEDICAL EVACUATION AND RETURN OF  
REMAINS**

This Coverage H is made a part of the policy. It is subject to all the provisions of this Coverage H.

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

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

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

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

2. For Medical Repatriation:

- a) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your permanent residence via:
- i) one-way Economy Transportation; or
  - ii) commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

- b) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company.

For Return of Remains: In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your place of residence or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable under this Coverage H and You have other insurance that may provide benefits for this same loss,

the Company reserves the right to recover from such other insurance. You shall:

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

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

**COVERAGE I  
MISSED CONNECTION**

This Coverage I is made a part of the policy. It is subject to all the provisions of this Coverage I.

If You miss Your cruise or tour departure because the airline flight is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier. The delay must be certified by the Common Carrier;
- b) documented weather condition preventing the Insured from getting to the point of departure;
- c) quarantine, hijacking, Strike, natural disaster, terrorism or riot;

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

- a) the Additional Transportation Cost to join the Covered Trip;
- b) reasonable accommodations and meal expenses up to \$150 per day necessarily incurred by an Insured for which You have proof of purchase and which were not paid for or provided by any other source.

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

**OPTIONAL PURCHASE - ACCIDENTAL DEATH AND  
DISMEMBERMENT - FLIGHT ONLY**

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

When You sustain covered Injuries:

- (a) while riding solely as a passenger in an aircraft on a regularly scheduled airline flight or regularly scheduled charter operated;
  - (i) in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board;
  - (ii) by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates; or
  - (iii) by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline.
- (b) received while riding as a passenger in any aircraft, other than a single-engine jet, which at the time is making a flight for the principal purpose of transporting passengers and not for any other operational, tactical or test purpose and which is operated by:
  - (i) the Military Airlift Command of the United States;
  - (ii) the Royal Canadian Air Force Air Transport Command; or
  - (iii) the Royal Air Force Air Transport Command of Great Britain.
- (c) Received while riding as a passenger in any land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this policy.
- (d) Received while riding as a passenger in a vehicle licensed to carry passengers for hire, but only:
  - When going to an airport to board an aircraft on which you are covered by this policy; or
  - When leaving an airport after alighting from such an aircraft.
- (e) Received while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which you are covered by this policy.

Benefits will be paid as follows:

Loss of Life	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye	Principal Sum
Loss of One Hand, One Foot or One Eye	One-Half Principal Sum

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

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

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

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

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

Flight Only Accidental Death and Dismemberment also includes an Accident Medical Expense Benefit that provides the Insured a maximum of \$50 of Accident Medical Expense Benefit Limit for each \$1,000 of the Insured's chosen Flight Only Accidental Death and Dismemberment Benefit amount. Covered Accident Medical Expenses incurred due to Injury only are paid up to the maximum Accident Medical Expense Benefit Limit, for the following eligible expenses: treatment by a licensed physician or surgeon; care or service from a legally constituted hospital; services and supplies provided by an ambulatory medical-surgical facility; home health care from a licensed home health agency, but only if continued hospital care would have otherwise been required; attendance of a registered graduate nurse; X-ray examination; or, use of an ambulance.

You must receive initial medical treatment within 100 days of the date of accident. Eligible Medical Expenses must be incurred within 52 weeks of the date of accident. This

insurance does not cover injuries received while making a parachute jump (unless to save a life).

To receive benefits, loss must be independent of sickness and all other causes.

**OPTIONAL PURCHASE - COLLISION DAMAGE WAIVER**

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

The Insured is eligible for benefits up to the Maximum Benefit Amount per reservation if the Insured rents a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in the Insured's control while in the Insured's possession, or the car is stolen while in the Insured's possession and is not recovered. The Company will pay the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car, meaning purchase price less depreciation; or
- (c) The amount shown on the Schedule.

Coverage is provided to the Insured, provided the Insured and Traveling Companions are licensed drivers, and are listed on the rental agreement.

Coverage is provided to the Insured for up ninety (90) consecutive days.

**DEFINITIONS**

"Exotic Vehicles" includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR. The Insured must call the Company's authorized administrator before renting to obtain confirmation that the vehicle is covered.

WHAT IS NOT PAYABLE UNDER COLLISION DAMAGE WAIVER

Unless otherwise stated, benefits are not payable for:

1. Any obligation of the Insured, a Traveling Companion or Family Member traveling with the Insured assumed under any agreement (except insurance collision deductible);
2. Rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. Any loss which occurs if the Insured or anyone traveling with the Insured are in violation of the rental agreement;
4. Failure to report the loss to the proper local authorities and the rental car company;
5. Damage to any other vehicle, structure or person as a result of a covered loss;

#### ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO COLLISION DAMAGE WAIVER

The following outlines the Insured's Duties in the event of any damage to the vehicle. The Insured must:

- a) Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
- b) Report the loss to the appropriate local authorities and the rental company as soon as possible;
- c) Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver's license number;
- d) Provide the Company all documentation such as rental agreement, police report and damage estimate.

#### OPTIONAL PURCHASE – CANCEL FOR ANY REASON

If You cancel Your Trip for any reason not otherwise covered by this policy, We will reimburse You for 75% of the prepaid, forfeited, non-refundable payments or deposits paid for Your Trip provided:

1. Your premium payment is received within 15 days of the initial deposit/payment for Your Trip; and
2. You insure 100% of all prepaid Trip costs that are subject to cancellation penalties or restrictions by the Travel Supplier; and

3. You cancel Your Trip two (2) days or more before Your Scheduled Trip Departure Date.

#### SECTION II. DEFINITIONS

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

"Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.

"Business Partner" means an individual who (a) is involved in a legal general partnership with You and or (b) is actively involved in the day to day management of Your business.

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

"Confirmation of Benefits" means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

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

"Default" means a material failure or inability to provide contracted services.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Covered Trip.

"Family Member" means You or Your Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; father; step-parent.

"Hospital" means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or

alcoholics: or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

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

"Insured" means the person(s) named on the enrollment form or Roster as the Principal Participant, participant's spouse or participant's child.

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

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

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

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

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

"Pre-existing Condition" means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or Your and/or Traveling Companion's Family Member or Your Business Partner for which within the 60 day period prior to the effective date of Your Trip Cancellation coverage under the Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or

medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

"Published Penalties" means any published cancellation penalties issued by Your travel agency or travel supplier that apply to all clients of the travel agency or travel supplier and can be documented at time of trip sale. The maximum amount reimbursable under the travel agencies published penalties is 10% of the total trip cost excluding taxes and other non-commissionable items.

"Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Covered Trip.

"Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or the original final destination.

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

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

"Third Party" means a person or entity other than You or the Company.

"Transportation Expense" means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary): and (b) Medically Necessary services or supplies.

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

"Traveling Companion" means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the trip.

"Travel Supplier" means any entity or organization that coordinates or supplies travel services for You.

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

### SECTION III. INSURING PROVISIONS

Insured's Term of Coverage:

**For Trip Cancellation:** Coverage begins on the effective date and time specified in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.

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

**For all other coverages:** Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

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

### SECTION IV.

#### GENERAL LIMITATIONS AND EXCLUSIONS

Benefits are not payable for Sickness, Injuries or losses of You, Your Family Member or Traveling Companion or Your Traveling Companion's Family Member, or Your Business Partner:

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under

the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;

10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. due to normal childbirth, normal pregnancy through the first 9 months of pregnancy or voluntarily induced abortion;
12. for dental treatment (except as coverage is otherwise specifically provided herein);
13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits: or;
14. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased within 21 days from the time the initial Covered Trip deposit is paid.

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

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

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

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

## SECTION V. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

**Legal Actions:** No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 3 years after the time required for giving proof of loss. This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

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

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

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

### Additional Claims Provisions Specific to Baggage

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

- a) take all reasonable steps to protect, save or recover the property;
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- e) be examined, if requested.

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

## SECTION VI. COORDINATION OF BENEFITS

### Applicability

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

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

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

### Definitions

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

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;

- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policy:

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

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

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

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

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

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

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

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

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

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

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

#### Order of Benefit Determination Rules

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

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

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

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

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

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

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

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

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

#### Right to Receive and Release Needed Information

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

## Facility of Payment

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

## Right of Recovery

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

## Non-complying Plans

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

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

## STATE EXCEPTIONS

**ARKANSAS:** The Provision entitled "Legal Actions" is amended so that the "three year" period reads "five years or within the time allowed by law".

**FLORIDA:** The Provision, Legal Actions is deleted and replaced with the following:

Legal Actions: No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 5 years after the time required for giving proof of loss. This 5-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**HAWAII:** The provision entitled "Arbitration" is deleted in its entirety.

In the General Limitations and Exclusions section, the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents is deleted in its entirety.

**IDAHO:** The definition of Hospital is amended to read:

**Hospital** means a provider that is a short-term, acute, general hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick person by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or d) a place for the treatment of pulmonary tuberculosis.

**ILLINOIS:**

1. The definition of Pre-existing Condition in the DEFINITIONS section is deleted and replaced with the following:

"Pre-existing Condition" means any disease, illness, sickness, malady or condition of an Insured, or Traveling Companion, or the Insured's and/or Traveling Companion's Family Member, or the Insured's Business Partner for which medical advice, diagnosis, consultation, or treatment was received from a Legally Qualified Physician within 24-months prior to the effective date of coverage; or Symptoms existed within 12-months prior to the effective date of coverage which, in the opinion of a Legally Qualified Physician, would indicate that the disease, illness, sickness, malady or condition probably began and manifested itself prior to the effective date of coverage and would cause a reasonable person to seek diagnosis, care, or treatment.

2. The following statement is added to GENERAL CLAIM PROVISIONS, the section titled Time of Payment Of Claims:

All claims will be paid within 30-days after receipt of due written proof of loss. If we have not paid the claim within this timeframe, we will pay interest at the rate of 9% from the 30<sup>th</sup> day after receipt of all necessary proof of loss, to the date of payment. We will not pay interest amounting to less than one dollar.

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

**MAINE:** The exclusion related to Terrorist Events is deleted in its entirety.

**MISSISSIPPI:** The provision entitled "Legally Qualified Physician" is amended to read:

"Legally Qualified Physician" means a health care practitioner or a Christian Science Practitioner (a) other than an Insured,

a Traveling Companion or a Family Member: (b) practicing within the scope of Your license: and (c) recognized as a health care practitioner in the place where the services are rendered.

The provision entitled "Notice of Claim" is amended so that the "20 days" notice reads "30 days".

The provision entitled "Time of Payment of Claims" is amended to read:

Benefits payable for any loss will be paid within 45 days after receipt of due written proof of such loss. Benefits due are overdue if not paid within 45 days after the Company or We receive proof of loss and the necessary information to adjudicate the claim and the necessary medical information and other information essential for Us to administer any coordination of benefits and subrogation provisions. If such information is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 45 days after the Company receives such proof. Any part or all of the remainder of the claim that is later supported by such proof is overdue if not paid within 45 days after the Company receives such proof. To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the claimant or beneficiary in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

If the claim is not denied for valid and proper reasons by the end of such period of 45 days, the Company must pay You interest on accrued benefits at the rate of one and one-half percent (1 ½ %) per month on the amount of such claim until it is finally settled or adjudicated.

In the event the Company fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest that may accrue as provided above and any other damages as may be allowable by law.

The Provision entitled "Physical Examination and Autopsy" is re-titled "Physical Examination" and amended to read:

Physical Examination: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company will bear all costs for this.

The provision entitled "Subrogation" is amended to read:

Subrogation: To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. No subrogation will occur until You have been made whole for your damages.

**MISSOURI:** The definition of Hospital is amended to read:

**Hospital** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

The definition of Pre-existing Condition is amended to read:

**Pre-Existing Condition** means any injury, sickness or condition of You, an Insured's Traveling Companion, You or an Insured's Traveling Companion's Family Member for which within the sixty (60) day period prior to the effective date of Trip Cancellation coverage under the Group Policy such person received diagnosis or treatment for such injury, sickness or condition.

The Pre-Existing Conditions exclusion is waived for You if the Insured enrolls You in the Group Policy at the time the Insured pays the deposit required for Your Trip (or within 21

days of the initial deposit) and the Insured purchases the coverage under the Group Policy for the full cost of their Trip.

The Subrogation provision is deleted in its entirety.

The Legal Actions provision is amended to read:

**Legal Actions** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

The section entitled "General Limitations and Exclusions" is amended as follows: The exclusions related to the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination or loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto are amended so that they do not apply if considered a Terrorist Act.

With regard to medical expenses, the "Payment of Claims" provision is amended by the addition of the following provision:

If You utilize a public hospital or clinic, and such hospital or clinic submits a claim for benefits, whether or not such person has made an assignment of benefits, the Company will pay the benefits provided by the policy directly to the hospital or clinic. If, however, a claim for benefits provided by the policy is paid and then such public hospital or clinic files a claim for benefits, the Company will not be liable for the duplicate payment of such benefits to such hospital or clinic.

With regard to Proof of Loss for the medical expense and Accidental Death and Dismemberment benefits, the provision is amended to read:

Proof of Loss: Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to

furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**MONTANA:** The definition of Sickness is amended to read:

**Sickness** means an illness or disease, including pregnancy that is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under the Group Policy.

The following provision is added to the General Provisions section:

**Conformity with Montana statutes:** The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

In the General Limitations and Exclusions section, the exclusion related to pregnancy and childbirth is deleted in its entirety.

**NEW HAMPSHIRE:** The definition of "Family Member" is amended to read:

"Family Member" means an Insured's or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); child placed for adoption with the Insured or Traveling Companion; son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; father; step-parent.

The definition of "Hospital" is amended to read:

"Hospital" means (a) a place that operates according to law in the state where it is located; and b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: Not included is a hospital or institution

licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Proof of Loss" is amended to read:

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.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

The definition of "Hospital" is amended to read:

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

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395xk);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and

Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

The definition of "Pre-Existing Condition" is amended to read:

"Pre-Existing Condition" means the existence of symptoms in You, Your Traveling Companion, Your Family Member You or Your Traveling Companion's Family Member that would ordinarily cause a prudent person to seek diagnosis, care or treatment within a 60 day period preceding the effective date

of Your coverage, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 60 day period preceding the effective date of Your coverage.

**SOUTH CAROLINA:** The provision entitled "Legal Actions" is amended so that the "three year" period reads "six years".

The provision entitled "Subrogation is amended to read:

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right for not more than the amount of insurance benefits that the Company has paid previously in relation to THE Insured's Injury by the liable Third Party. An Insured shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. Attorneys' fees and costs must be paid by the Company from the amounts recovered.

The provision entitled "Time of Payment of Claims" is amended to read:

**Time of Payment of Claims:** The Company or its designated representative will pay the claim within 60 days after receipt of acceptable proof of loss.

**VERMONT:** The following disclosure is added to the certificate as follows:

THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. READ YOUR CERTIFICATE CAREFULLY.

The following provision is added to the General Provisions section:

Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

It is understood that policy definitions and provisions designating

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other policy or certificate definitions and provisions designating an insured under this certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

In the General Limitations and Exclusions section, the exclusion related to racing is amended to include “only when racing in a professional capacity”.

In the General Limitations and Exclusions section, the exclusions relating to mountaineering, skydiving, hang gliding, bungee cord jumping, scuba diving and the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents are deleted in their entirety.

**WEST VIRGINIA:** The following exclusions are amended to read as follows:

7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving.

14. due to a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains; or (b) to coverage purchased within 21 days from the time the initial Covered Trip deposit is paid if the full cost of the Covered Trip is protected and if the Insured is medically able to travel when payment is made for the insurance.

**WISCONSIN:** The provision entitled “Subrogation” is amended to read:

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom

payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. An Insured shall help the Company exercise the Company’s rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company’s rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company’s previous payment for the loss. No subrogation will take place until the Insured is made whole.

In the General Limitations and Exclusions section, the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents is deleted in its entirety.

**WYOMING:** The provision entitled “Legal Actions” is amended so that the “three year” period reads “four years”.