

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

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**CLASSIC INDIVIDUAL TRAVEL INSURANCE POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the accompanying Confirmation of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Confirmation of Benefits is incorrect.

**FOURTEEN DAY LOOK:** If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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**CONFIRMATION OF BENEFITS**

**POLICYHOLDER NAME:** \_\_\_\_\_

<b>Benefit</b>	<b>Maximum Benefit Amount</b>
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Accidental Death & Dismemberment.....\$25,000

**Medical Expense/Emergency Assistance**

Accident & Sickness Medical Expense.....\$100,000

Medical Evacuation and Return of Remains.....\$1,000,000

Non-Medical Emergency Evacuation.....\$25,000

**Trip Cancellation, Trip Interruption, Missed Connection  
And Travel Delay**

Trip Cancellation..... Trip Cost

Trip Interruption..... 150% of Trip Cost\*

\*\$1,000 Return air only if \$0 displayed for  
Trip Cancellation on your Confirmation of Benefits

Itinerary Change .....\$250

Missed Connection .....\$2,500

Travel Delay (Up to \$150 Per Day).....\$2,000

**Baggage and Baggage Delay**

Baggage and Personal Effects .....\$2,500

Baggage Delay .....\$250

Cancel For Any Reason Benefit . ..... Up To 75% of  
Non-Refundable Trip Cost

**Optional Benefits** (if purchased)

Optional Benefits applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

**Accidental Death & Dismemberment**

Air Flight Only.....\$100,000, \$250,000 & \$500,000

Rental Car Damage..... \$35,000

Extended Personal Property Pac..... \$1,000

## SECTION I. EFFECTIVE DATE AND TERMINATION DATE

### When Coverage For Your Trip Begins – Coverage Effective Date:

**Trip Cancellation Benefit:** Coverage begins: 1) at 12:01 a.m. on the day following the date the appropriate premium for this Policy for Your Trip is received by TravelSafe; or 2) if mailed, at 12:01 a.m. on the day after the postmark date the appropriate premium for this Policy for Your Trip is received TravelSafe. This is Your “Effective Date” and time for Trip Cancellation and Cancel for Any Reason Benefit.

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

**Travel Delay:** Coverage begins after You have traveled 50 miles or more from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

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

### When Coverage For Your Trip Ends – Coverage Termination Date:

**Cancel For Any Reason Benefit:** Your coverage automatically ends on the earlier of: 1) 2 days prior to the scheduled departure time on the Scheduled Departure Date of Your Trip or 2) the date and time You cancel Your Trip.

**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip or 3) the date and time You cancel Your Trip.

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

### Extension of Coverage:

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

## SECTION II. COVERAGES

### 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You , as a result of an Injury occurring during Your Trip sustain a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Confirmation of Benefits.

<b>Table of Losses</b>	
<b>Type of Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of Principal Sum

**Loss of 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.

### EXPOSURE AND DISAPPEARANCE

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

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

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

### MEDICAL EXPENSE/EMERGENCY ASSISTANCE

#### ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, as a result of a covered Injury or covered Sickness, which first occurs during Your Trip. Only Covered Expenses incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered. Covered Expenses are limited to a total of 90 days of treatment during your trip.

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

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

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a covered Injury or covered Sickness. The program medical advisor will coordinate advance payment to the Hospital.

For the purpose of this benefit:

“**Covered Expense**” means expense incurred only for the following:

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

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

### **MEDICAL EVACUATION AND RETURN OF REMAINS**

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

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

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the program medical advisor).

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the program medical advisor determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the program medical advisor:

- i) one-way Economy Transportation;
- ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the program medical advisor; or
- iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the program medical advisor. Transportation must be via the most direct and economical route.

### **HOSPITAL OF CHOICE**

Subject to the terms and conditions of item # 2, You may choose to be transported to a Hospital in a city within the United States of America other than Your primary place of residence, but the maximum amount payable is limited to the cost of transportation to Your primary place of residence.

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

**3. Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

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

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

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

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

### **NON-MEDICAL EMERGENCY EVACUATION**

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

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

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

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

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

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

- 1) loss or expense for a Non-Medical Emergency Evacuation Covered reason which took place in an Excluded Country;
- 2) loss or expense recoverable under any other insurance or through an employer;
- 3) loss or expense arising from or attributable to:
  - (a) fraudulent or criminal acts committed or attempted by You ;
  - (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
  - (c) failure to maintain required documents or visas;
- 4) loss or expense arising from or attributable to:
  - (a) debt, insolvency, business or commercial failure;
  - (b) the repossession of any property; or
  - (c) Your non-compliance with a contract, license or permit;

- 5) loss or expense arising from or due to liability assumed by You under any contract.

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

## TRIP CANCELLATION, TRIP INTERRUPTION, MISSED CONNECTION AND TRAVEL DELAY

### TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to reimburse You for the amount of unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements, including up to \$300 for the cost of airline-imposed fees to re-bank frequent flyer miles for air flights to join Your Trip, when You are prevented from taking Your Trip due to:

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

provided such circumstances occur while coverage is in effect.

If Your Travel Supplier cancels Your Trip, a benefit will be paid up to a maximum of \$150 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of Your Trip including the airfare cost.

The maximum payable under this Trip Cancellation Benefit is the lesser of the total amount of coverage You purchased or the Maximum Benefit Amount shown in the Confirmation of Benefits.

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

### TRIP INTERRUPTION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits to reimburse You for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

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

Trip Interruption must be due to:

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

provided such circumstances occur while coverage is in effect.

### Additional Trip Interruption Benefits:

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and local transportation expenses incurred by You to remain with Your Traveling Companion up to \$150 per day, limited to 5 days.



If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s), and local transportation expenses up to \$200 per day, limited to 5 days.

If You interrupt Your Trip for a covered reason, We will also reimburse You, up to \$500, for the amount of unused, forfeited, non-refundable payments for shore excursions; theater, concert or event tickets or fees; or sightseeing if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 150% of the Maximum Benefit Amount shown in the Confirmation of Benefits.

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

### **ITINERARY CHANGE**

In the event Your Travel Supplier makes a change in Your Trip itinerary after Your Scheduled Departure Date, which prevents You from participating in an event/activity Prepaid prior to departure and scheduled on Your Trip itinerary, non-refundable Prepaid event/activity expenses will be payable up to the Maximum Benefit Amount shown in the Confirmation of Benefits.

Benefits will not be paid if a comparable event/activity of equivalent cost is rescheduled during the course of Your Trip.

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

### **For the Purpose of Trip Cancellation and Trip Interruption:**

**“Other Covered Reasons”** means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster. We will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your primary place of residence or destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
- d.a documented theft of passports or visas;
- e.a permanent transfer of employment of 250 miles or more;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g.u nannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- h.l ncrement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- i. mechanical breakdown that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;



- l. involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- m. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- n. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the tour operator or travel agency, organization or firm from whom You purchased Travel Arrangements supplied by others) causing a complete cessation of travel services more than 14 days following Your 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 You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 21 days of the date Your initial deposit/payment for Your Trip is received and You insure the full cost of Your Trip subject to penalties or restrictions;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- r. mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- s. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;
- t. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- u. a cancellation of Your Trip within 36 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for the Trip Cancellation Benefits;
- v. the primary or secondary school that You, Your Family Member traveling with You or Traveling Companion attends continues classes beyond the predefined school year, due to unforeseeable events which: 1) occur after Your Effective Date for Trip Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;
- w. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

#### **SINGLE SUPPLEMENT**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, 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's or Family Member's Trip is canceled, delayed or interrupted for a covered reason and You do not cancel or interrupt Your Trip.

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

#### **MISSED CONNECTION**

If You miss Your Trip departure because Your arrival at Your Trip destination 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 You from getting to the point of departure;

- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for:

- a) Your Additional Transportation Cost to join Your Trip; and
- b) Your Prepaid expenses for the unused land or water Travel Arrangements.

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

### **TRAVEL DELAY**

Benefits will be paid for reasonable accommodation, meal, and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You are delayed for 6 hours or more while en route to or from, or during Your Trip, due to:

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

If You are delayed by a Common Carrier while en route to the final return destination of Your Trip and have placed Your cat or dog in a kennel for the duration of Your Trip and You are unable to collect Your cat or dog on the previously agreed day with the kennel, benefits will be paid up to \$100 per day, up to the Maximum Benefit Amount to cover the necessary additional kennel fees.

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;
- b) written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

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

### **BAGGAGE AND BAGGAGE DELAY**

#### **BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Policy; and (c) occurring while coverage is in effect.

**Valuation and Payment of Loss:** The lesser of the following amounts will be paid:

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

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$300 per article.

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

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

A combined maximum of \$600 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of \$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 or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

**Baggage and Personal Effects does not include:**

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors;
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collectors items;
- 10) sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered 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;
- 16) sporting equipment if the loss results from the use thereof; or
- 17) telephones or PDA devices, computer hardware or software.

**BAGGAGE DELAY**

We will reimburse You, up to the amount shown in the Confirmation of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 12 hours or more during Your Trip.

We will also reimburse You up to \$50 for expenses incurred during Your Trip to expedite the return of Your delayed Baggage. This coverage terminates upon Your arrival at the return destination of Your Trip.

**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 or unattended vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions; or
- g) Your 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.

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

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

**Additional Claims Provisions Specific to Baggage**

Your 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 You must:

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

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

**CANCEL FOR ANY REASON BENEFIT**

If You cancel Your Trip for any reason not otherwise covered by this Policy, benefits will be paid for 75% of the Prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip provided:

- a) Your Payment or Deposit for this Policy and enrollment form are received within 21 days of the date Your initial Payment or Deposit for Your Trip is received; and
- b) You insure 100% of the Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 21 days of the Payment or Deposit for those Travel Arrangements the cost of any subsequent Travel Arrangements (or any other Travel Arrangements not made through Your travel agent) added to Your Trip; and
- c) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

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

**OPTIONAL RENTAL CAR DAMAGE**

You are eligible for benefits up to the Maximum Benefit Amount shown in Confirmation of Benefits, if You rent a car while on Your Trip, and the car is damaged due to: collision, theft; vandalism, windstorm, fire, hail, flood or any cause not in Your control while in Your possession, or the car is stolen while in Your possession and is not recovered.

**We will pay the lesser of:**

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b. the Actual Cash Value of the car; or
- c. the amount shown in the Confirmation of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

**Coverage is not provided for loss due to:**

- 1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);

2. rentals of trucks, campers, trailers, motorbikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. any loss which occurs if You or anyone traveling with You 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;
6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**“Exotic Vehicles”** means 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, or any antique or any other car with a Manufacturers Suggested Retail Price (MSRP) over \$40,000.

#### **ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO RENTAL CAR DAMAGE**

The following outlines Your duties in the event of any damage to the vehicle. You 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 Us all documentation such as rental agreement, police report and damage estimate.

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

#### **OPTIONAL AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage of the Principal Sum shown in the Table of Losses when You sustain an Injury:

- (a) while riding solely as a passenger in an aircraft on regularly scheduled airline flight or regularly scheduled charter flight 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; or
- (b) 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;

that results in a loss shown in the Table of Losses below.

The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown on the Confirmation of Benefits.

Benefits will be paid as follows:

<b>Table of Losses</b>	
<b>Type of Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of Principal Sum

**Loss of 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.

### **EXPOSURE AND DISAPPEARANCE**

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

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

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

### **OPTIONAL EXTENDED PERSONAL PROPERTY PAC**

1. The following benefit is added as follows:

If, while on Your Trip, Your checked sports equipment is lost, stolen, damaged or delayed by a Common Carrier for 12 hours or more, benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for the reasonable cost of renting sports equipment during Your Trip.

2. the **Baggage and Personal Effects does not include** section is amended to delete the following exclusions:

- 15) professional or occupational equipment or property, whether or not electronic business equipment;
- 17) telephones or PDA devices, computer hardware or software;

Coverage on property listed in item #2 above is subject to a \$100 deductible per occurrence.

The maximum limit of liability for: professional or occupational equipment or property, whether or not electronic business equipment; telephones, computer hardware or software; and Sports Equipment Rental is \$1,000.

### **SECTION III. DEFINITIONS**



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

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

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

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

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

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

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

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

**Child Caregiver** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

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

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

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

**Confirmation of Benefits** means a written confirmation specifying the coverages and amounts You have purchased and which is delivered to You.

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

**Domestic Partner** means an opposite or same sex partner who, for at least 6 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have 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.

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

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

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

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

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

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

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

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

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

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

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

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

**Pre-Existing Condition** means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You : 1)received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Policy.

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

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

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

**Sickness** means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect.

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

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

**Third Party** means a person or entity other than You or Us.

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

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

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Trip.

**Traveling Companion** means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. 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 You.

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

**Trip** means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.

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

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

#### **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS**

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race, speed contests spelunking or caving, or scuba diving if the depth exceeds 130 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;

8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;
14. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
15. a loss or damage caused by detention, confiscation or destruction by customs;
16. Elective Treatment and Procedures;
17. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
18. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
19. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You;
20. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You.

#### **Waiver of the Pre-Existing Condition Exclusion**

The exclusion for Pre-Existing Condition will be waived provided:

- a) Your payment for this Policy and enrollment form are received within 21 days of the date Your initial Payment or Deposit for Your Trip is received; and
- b) You are not disabled from travel at the time Your payment is paid.

**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, You may consult the OFAC internet website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/).

#### **SECTION V. PAYMENT OF CLAIMS**

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

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

**Claim Procedures: 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.

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

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

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

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

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

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

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



## SECTION VI. GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, Confirmation of Benefits, enrollment form and any attachments are the entire contract of insurance. No agent 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.

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator.

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

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

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

**Legal Actions:** All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 5 years from the time written Proof of Loss is required to be furnished.

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

**Other Insurance with the Company:** You may be covered under only one travel Policy with Us for each 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.

**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 Policy for Your Trip.

**Payment of Premium:** Coverage is not effective unless all premium has been paid to Us or Our administrator prior to a date of loss or insured occurrence.

**Termination of This Policy:** Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by You to anyone else.

**Controlling Law:** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.



# UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

## MISSOURI INDIVIDUAL AMENDATORY ENDORSEMENT

This Amendatory Endorsement is attached to and made a part of the Policy issued to the Insured. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Policy, unless otherwise terminated.

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

1. The **CLAIM PROCEDURES: NOTICE OF CLAIM:** provision appearing in **SECTION V PAYMENT OF CLAIMS** is amended to include the following sentence at the end:

However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

2. The last sentence in the **Legal Actions** provision appearing in **SECTION VI General Provisions** is deleted and replaced as follows:

No legal action for a claim may be brought against Us after ten (10) years from the time written Proof of Loss is required to be furnished.

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

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulent or materially misrepresented. Notice of cancellation of the entire coverage for fraud or material misrepresentation will be delivered to You 30 days prior to the effective date of cancellation.

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

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



Marc J. Adey  
Chairman and CEO



Michael P. McTigue  
Secretary

## PRIVACY NOTICE

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "The Company") values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

### **Your privacy is our concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

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

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

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

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

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

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public

personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

## **About Our Websites**

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

***Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.***

## **How to contact us**

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department  
305 Madison Avenue  
Morristown, NJ 07960  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

## **Changes to this Privacy Notice**

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

## **For California Residents Only:**

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

**The right** to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

**The right** to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

**The right** to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to <http://www.cfins.com/request-to-know-california-residents/> or call 1.844.254.5754
- If you would like to make a Request to Delete, <http://www.cfins.com/request-to-delete-california-residents/> or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:  
Crum & Forster Legal Department  
PO Box 1973  
305 Madison Avenue  
Morristown, NJ 07962  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at <http://www.cfins.com/terms/>.

January 2020