

# Explorer Select



## Emergency and Travel Assistance Services (24/7)

Within the United States: 1-888-327-1442

Outside the United States: 1-312-935-1719

## Claim Inquires (MTWF 8:30am-5pmET, TH 9:30am-5pmET)

Report a new claim, obtain claim forms, and check claim status

Within the United States: 1-888-957-5015

Outside the United States: 1-727-450-8794

[axaclaims@cbpinsure.com](mailto:axaclaims@cbpinsure.com)

## Customer Services (M-SAT 9am-8pmET)

Within the United States: 1-855-327-1441

[axatravelinsurance@axa-assistance.us](mailto:axatravelinsurance@axa-assistance.us)



**Please Note: Assistance Services are not insurance.**  
**AXA ASSISTANCE USA**  
**24/7 WORLDWIDE TRAVEL ASSISTANCE SERVICES**

**MEDICAL ASSISTANCE SERVICES**

**Medical and Dental Referrals**

With a worldwide network of providers at our fingertips, we are able to offer you referrals to primary care physicians, dentists, clinics and hospitals.

**Critical Care Monitoring**

During your hospitalization, our medical professionals will remain in regular communication with the treating facility to ensure you are receiving the proper care.

**Dispatch of Physician**

If our medical professionals cannot adequately assess the need for medical transport or evacuation, we will dispatch a physician to your location to make an assessment.

**Emergency Medical Evacuation**

Whenever adequate medical facilities are not available locally, our medical professionals will recommend and arrange the appropriate method of transportation, equipment and personnel to evacuate you to the nearest facility capable of providing proper care. Payment for the emergency medical evacuation is only available for covered claims, up to the amount provided in the policy.

**Medical Repatriation**

If you need medical assistance to return home, our medical professionals will determine the appropriate transportation method and assist with all necessary travel arrangements based upon your medical condition. Payment for the medical repatriation is only available for covered claims, up to the amount provided in the policy.

**Return of Mortal Remains**

We will arrange the transportation and offer every, reasonable assistance in legal formalities, for the return of mortal remains. Payment for the return of mortal remains is only available for covered claims, up to the amount provided in the policy.

**Vehicle Return Services**

In the event that you need to be medically repatriated or evacuated to your home, we will coordinate all arrangements needed for the return of your unattended vehicle.

**Dispatch of Prescription Medication**

If you forget or lose a prescribed medication, we will assist with replacement medication. If the medication is not available locally, we will coordinate the dispatch of prescription medication, when possible and legally permissible, or provide you with an appointment with a physician in order to re-establish the prescription. This service is also available for medical devices and eye glasses.

**TRAVEL ASSISTANCE SERVICES**

**General Travel Information**

Before you travel, you can obtain information about visa, passport, immunization requirements and local customs. You can also obtain 24-hour pre-departure information on weather, currency or holidays.

**Urgent Message Relay**

We will relay emergency messages on your behalf.

**Lost Document and Lost Article Assistance**

We will assist with arrangements to replace or forward copies of lost or stolen documents, including passports, driver's licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles such as luggage.

**Pet Housing and Return**

We can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets.

**Emergency Cash and Bail Assistance**

During emergency situation, we can help arrange an emergency cash advance. This service can also provide assistance in obtaining bail bonds, where available.

**Legal Referrals**

We will provide referrals to an interpreter or legal personnel to you as necessary.

**MYTRIPCOMPANION**

My Trip Companion is a self-service travel patient portal that is available 24/7, with real-time travel updates, navigation assistance, medical teleconsultation, and detailed country guides. Services within the portal include:

**Medical Teleconsultation**

24/7 on-demand access to physicians for phone consultations, offering medical advice, treatment options, assistance on prescription refills, and provider referrals for minor ailments during your trip.

**Safety and Alert**

Access travel safety information and security alerts for destinations worldwide.

**MyCare Line**

Request a call from a health professional who will offer support and guidance for your health and self-care questions.

**Country Guides**

Learn about culture, history, and navigating popular travel countries.

**Travel & Visa Information**

Explore essential tips and visa prerequisites before, during, and after your trip.

**Claims Submission**

Manage travel-related claims for cancellations, medical emergencies, and more via the MyTripCompanion portal.



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

**INDIVIDUAL TRAVELINSURANCE POLICY**

**AXA Explorer Select**

United States Fire Insurance Company, herein referred to as the “Company” or as “We”, “Us” and “Our”, agrees to pay the benefits provided by this policy per its provisions. This policy provides travel protection insurance benefits. Defined terms are capitalized and their meanings are listed in the General Definitions section.

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

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative.

**10 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this policy within 10 days of the Effective Date of Your coverage by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this policy. When so returned, all coverages under this policy are invalid from the beginning.

INCORPORATION PROVISION: The provisions of this policy and all amendments to this policy, after its effective date, are made part of this policy.

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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## SCHEDULE OF BENEFITS

Travel Arrangement Protection Benefit(s)	Maximum Benefit Amount
Trip Cancellation	up to 100% of the non-refundable insured Trip Cost
OPTIONAL Cancel for Any Reason	75% of non-refundable insured Trip Cost
Trip Interruption	up to 150% of non-refundable insured Trip Cost
Trip Delay 12 hours	up to \$250 per day per person, to a maximum of \$1,500
Change Fee	up to \$100
OPTIONAL Rental Car Damage And Theft Coverage	up to \$35,000
Missed Trip Connection	up to \$1,500
Medical Evacuation and Repatriation of Remains Benefit	up to \$500,000
Emergency Medical Evacuation	Included
Medically Necessary Repatriation	Included
Repatriation of Remains	Included
Medical Escort	Included
Ancillary Medical Evacuation Transportation of Children /Child Bedside Visit Transportation to Join You	Included up to a maximum of \$10,000
Political or Security Evacuation and Natural Disaster Evacuation	Up to \$100,000
Protection For Your Belongings Benefit(s)	Maximum Benefit Amount
Baggage and Personal Effects	Up to \$1,500 per person
Per Article Limit	up to \$250
Items subject to Special Limitations	\$750 maximum combined
Baggage Delay 12 hours	up to \$300
Travel Insurance Benefit(s) Benefit(s)	Maximum Benefit Amount
Accident & Sickness Medical and Dental Expense	up to \$250,000
Dental Expense sublimit	up to \$2,000
Accidental Death and Dismemberment Benefit(s)	Maximum Benefit Amount
Accidental Death and Dismemberment – 24 Hour	\$50,000
<b>Optional Benefit(s)</b>	
The Optional Benefit(s) are applicable only when specifically requested on the enrollment document(s) and You have paid the additional premium and the purchase is confirmed on Your confirmation of benefits.	

## COVERAGE PROVISIONS

### Who Is Eligible For Coverage

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

### Non-Refundable Provision

After the 10 day review period, the premium for this policy is non-refundable.

## WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

#### **This is Your Effective Date and time for Trip Cancellation; Optional Cancellation For Any Reason:**

Coverage begins at 12:01 a.m. at Your location on the day after the date We or Our authorized representative receive the required premium to cover Your Trip.

#### **This is Your Effective Date and time for Optional Rental Car Damage And Theft Coverage:**

Coverage begins when You sign the Rental Car Agreement and take legal possession of the Rental Car provided You pay the required premium.

#### **This is Your Effective Date and time for Trip Delay:**

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

#### **This is Your Effective Date and time for All Other Coverages:**

Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

### When Coverage Ends:

**Trip Cancellation; Optional Cancel For Any Reason** coverage(s) automatically end on the earlier of:

1. the date and time You depart on Your Trip;
2. the date and time You cancel Your Trip.

#### **Optional Rental Car Damage And Theft Coverage:**

Coverage ends when the car is returned to the rental car company on or before the return date and time listed on the Rental Car Agreement, at Your location on the return date and time listed on the Rental Car Agreement if the car is not returned as specified on the Rental Car Agreement and the rental period has not been extended by You.

**All Other Coverages:** Your coverage automatically ends on the earlier/est of:

1. the date You complete Your Trip;
2. the Scheduled Return Date;
3. Your arrival at Your Return Destination on a round Trip, or Your Scheduled Destination on a one-way Trip;
4. cancellation of Your Trip covered by this policy.

## **EXTENSION OF COVERAGE**

### **Automatic Extension of Coverage**

All coverages 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 7 days after the originally Scheduled Return Date.

### **Medical Evacuation and Repatriation Extension**

If You incur a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be automatically extended until You are Medically Fit to Travel and transported to Your Primary Residence or You reached the Maximum Benefit Amount shown in the Schedule of Benefits.

### **Accident and Sickness Medical Expense Extension**

If You are Hospitalized due to a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, this benefit will be extended for an additional 30 days, or until You are released from the Hospital and Medically Fit to Travel, or You reached the Maximum Benefit Amount shown in the Schedule of Benefits, whichever is earlier, provided that Hospitalization goes beyond the date Your Coverage Ends.

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

## **TRAVEL ARRANGEMENT PROTECTION TRIP CANCELLATION**

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

1. Your, a Family Member's, a Traveling Companion's or Traveling Companion's Family Member's, death that occurs before departure on Your Trip; or
2. Your, a Family Member's, a Traveling Companion's or Traveling Companion's Family Member's, Sickness or Injury, that:
  - a. occurs before departure on Your Trip;

- b. is examined and treated by a Physician prior to cancellation unless it is not reasonably possible to do so; and
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause You to cancel Your Trip;
3. You or Your Traveling Companion must cancel Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. This peril applies if You have purchased the policy within the Time Sensitive Period. The Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including an Air Common Carrier, cruise line, tour operator, or other travel entity that causes a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 30 days following Your Effective Date for Your Trip Cancellation benefit. Benefits will be paid due to Financial Insolvency or Financial 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;
2. You or Your Traveling Companion are directly involved in and are delayed due to a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report.
3. mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's travel for at least 12 consecutive hours provided no alternative Travel Arrangements were available;
4. mandated shutdown by local government authorities of an airport or air traffic control system resulting in the complete cessation of services for at least 12 consecutive hours of Your Air Common Carrier;
5. Due to a Natural Disaster, a mandatory evacuation is ordered or recommended by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination. This benefit only applies if the policy has been purchased during the Time Sensitive Period;
6. an unannounced Strike results in a complete cessation of services for at least 12 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination;
7. Inclement Weather that causes a: delay, complete cessation of services, or cancellation by a Common Carrier for at least 12 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Scheduled Trip Departure City;
8. Your or Your Traveling Companion's Primary Residence or Scheduled Destination Accommodations are made Uninhabitable and remains Uninhabitable during Your Trip within 30 days of Your Scheduled Departure Date by a Natural Disaster, vandalism or burglary;

Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Cancellation. A hurricane is foreseeable on the date it becomes a named storm. We will only pay the benefits for losses occurring within 10 days after the event renders Your Scheduled Destination Uninhabitable or inaccessible. This coverage applies only if You purchased the policy within the Time Sensitive Period;

9. Your Scheduled Destination is under a hurricane warning as issued by the NOAA Hurricane Center within 10 days of Your Scheduled Departure Date. Cancellation of Your Trip must occur more than 14 days following Your Effective Date of coverage for Trip Cancellation.
10. You or Your Traveling Companion are hijacked or Quarantined;
11. You or Your Traveling Companion are subpoenaed, served with a court order, required to serve on a jury or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not: 1) a party to the legal action;
12. You or Your Traveling Companion are called to active military duty or emergency service as a reservist, firefighter or police officer; either to serve or to provide aid or relief in the event of a Natural Disaster, or a Civil Disorder or Terrorist Incident;
13. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Cancellation coverage and the leave revoked or reassigned after the Effective Date of Trip Cancellation coverage;
14. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death. You must provide official documentation of the event;
15. a Terrorist Incident occurs before Your Trip:
  - a. within 30 days of Your Scheduled Departure Date in a city listed on the scheduled itinerary of Your Trip; or
  - b. within 30 miles of the Scheduled Trip Departure City or a domestic or foreign city in which You are scheduled to arrive;

Provided You were not offered a substitute itinerary. If an incident occurred in a city within 90 days prior to Your purchase of insurance, all other incidents in that same city are excluded. Losses resulting from a cancellation due to a potential Terrorist Incident are not covered, even if the cancellation is due to the issuance of travel advisories, bulletins or alerts;
16. a documented theft of Your passports or travel documents specifically required for Your Trip. A police report must substantiate the theft or the copy of the request for a new passport or travel documents;
17. You or Your Traveling Companion are the victim of a Felonious Assault;
18. You or Your Traveling Companion have an involuntary transfer of employment within the same organization of 250 or more miles which requires Your or Your Traveling Companion's Primary Residence to be relocated. Notification of the transfer must occur after the Effective Date of Your Trip Cancellation Coverage. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;
19. You or Your Traveling Companion are involuntarily terminated or laid off from Your or their employment. The termination notice must occur at least 15 days after Your Trip Cancellation Effective Date. You or Your Traveling Companion must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;

20. You or Your Traveling Companion are required to work during Your Trip. Vacation leave must have been already approved by Your or Your Traveling Companion's employer and cancellation of vacation leave must occur after Your Trip Cancellation Effective Date. You or Your Traveling Companion must provide proof of requirement to work, such as a notarized statement signed by an officer of the employer;
21. You or Your Traveling Companion are required to work during Your Trip and directly involved in a merger, acquisition, bankruptcy proceedings or voluntary or government required product recall. The company that is involved in said event must currently employ You or Your Traveling Companion and the action requires You or Your Traveling Companion to work as a result. You or Your Traveling Companion must be an active, full-time employee and cannot be a company owner or partner;
22. Your or Your Traveling Companion's place of business is deemed to be unsuitable for business due to burglary, vandalism or a Natural Disaster and You or Your Traveling Companion are directly involved as a member or as an employee of the disaster recovery team who is responsible for policy and decision making and are required to work as a result.

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 coverage.

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

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

### **OPTIONAL CANCEL FOR ANY REASON**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits You paid for Your Trip, when You cancel Your Trip prior to departure for any reason not otherwise covered by this policy, provided the following conditions are met:

1. You purchase the Cancel for Any Reason Benefit within the Time Sensitive Period; and
2. You cancel Your Trip no later than 48 hours prior to the Scheduled Departure Date of Your Trip.

You can only purchase this benefit at the time the base policy is purchased and within 14 days of the initial trip deposit.

This Cancel for Any Reason Benefit does not cover the failure of the retail Travel Supplier to provide the bargained-for Travel Arrangements due to cessation of operations for any reason.

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

## TRIP INTERRUPTION

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

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

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

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

1. Your, a Family Member's, or a Traveling Companion's, or a Traveling Companion's Family Member's, death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, or a Traveling Companion's, or a Traveling Companion's Family Member's, Sickness or Injury, that:
  - a) occurs while You are on Your Trip;
  - b) is examined and treated by a Physician prior to the time of interruption unless it is not reasonably possible to do so; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued participation on Your Trip;
3. You or Your Traveling Companion must interrupt Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. a mechanical breakdown/equipment failure of a Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes complete cessation or delay of You or Your Traveling Companion's travel for at least 6 consecutive hours provided no alternative Travel Arrangements were available;
2. a local government mandated shutdown of an airport or air traffic control system resulting in the complete cessation of services for at least 6 consecutive hours of Your Common Carrier;
3. mandatory evacuation ordered or recommended by local government authorities at Your Scheduled Destination or Return Destination due to a Natural Disaster which prevents You from traveling to/arriving at Your Scheduled Destination or Return Destination;
4. an unannounced Strike resulting in complete cessation of travel services for at least 6 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination or Return Destination;

5. You or Your Traveling Companion are directly involved in and are delayed due to a traffic accident, while en route to Your Scheduled Trip Departure City, Scheduled Destination or Return Destination. The traffic accident must be documented by a police report;
6. Inclement Weather that causes a: delay, complete cessation of services, or cancellation by a Common Carrier for at least 6 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Scheduled Destination or Return Destination;
7. Your or Your Traveling Companion's Primary Residence or Scheduled Destination Accommodations are made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary;

Claims are not payable if a hurricane is foreseeable prior Your Effective Date for Trip Interruption. A hurricane is foreseeable on the date it becomes a named storm

8. Your Scheduled Destination is under a hurricane warning or hurricane watch, as issued by the NOAA Hurricane Center, after Your Scheduled Departure Date;
9. You or You Traveling Companion are hijacked or Quarantined;
10. You or Your Traveling Companion are subpoenaed, served with a court order, required to serve on a jury or required to appear as a witness in a legal action, provided You or Your Traveling Companion are not:  
1) a party to the legal action;
11. You or Your Traveling Companion are called to active military duty or emergency service as a reservist, firefighter or police officer; either to serve or to provide aid or relief in the event of a Natural Disaster, a Civil Disorder or Terrorist Incident;
12. Your or Your Traveling Companion's previously granted military leave is revoked or reassigned while You or Your Traveling Companion are on the Trip and You or Your Traveling Companion have to interrupt the Trip. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Interruption coverage and the leave revoked or reassigned after the Effective Date of Trip Interruption coverage;
13. Your Host at Your Scheduled Destination being unable to provide Accommodations due to a life-threatening Sickness or Injury, or due to his/her death. Official documentation of the event must be provided;
14. a Terrorist Incident that occurs during Your Trip:
  - a. within 30 miles of a city listed on the scheduled itinerary of Your Trip;
  - b. provided Your Travel Supplier (if applicable) did not offered a substitute itinerary.
15. a theft or loss of passports or travel documents or visas while on Your Trip, specifically required for Your Trip, which is substantiated by a police report or the copy of the request for a new passport or travel documents;
16. You or Your Traveling Companion are the victim of a Felonious Assault while on Your Trip;
17. You or Your Traveling Companion have an involuntary transfer of employment within the same organization of 250 or more miles which requires You or Your Traveling Companion's Primary Residence to be relocated and You or Your Traveling Companion's have to interrupt the Trip. Provided that You or Your Traveling Companion have been an active employee with the same employer for at least 1 continuous year. Notification of the transfer must occur while You or Your Traveling Companion are on

the Trip and the transfer must occur during the Trip. This provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons;

18. You or Your Traveling Companion are involuntarily terminated or laid off by Your or Your Traveling Companion's employer while You are on Your Trip, You or Your Traveling Companion must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons;
19. Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including a Common Carrier, cruise line, tour operator or other travel entity that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 14 days following Your Effective Date for Trip Interruption. Benefits will be paid due to Financial Insolvency or Financial 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 Scheduled Destination.

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount You prepaid for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

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

#### **TRIP DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements, Reasonable Additional Expenses, plus the Additional Transportation Cost paid if Your Trip is delayed at least 12 consecutive hours from the original departure time to either:

- a. join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements; or
- b. rejoin Your Trip from the point where You interrupted Your Trip to the next Scheduled Destination; or
- c. transport You to Your originally scheduled return or final destination of Your Trip.

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

1. You or Your Traveling Companion are not directly involved in but are delayed due to a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be documented by a police report or news report;
2. Common Carrier delay (the delay must be documented by a Common Carrier).
3. a documented theft of Your or Traveling Companion's passports or travel documents specifically required for Your Trip. The theft must be substantiated by a police report;
4. You or Your Traveling Companion are hijacked or Quarantined;

5. An unannounced Strike results in a complete cessation of services for at least 12 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You or Your Traveling Companion from reaching the Scheduled Destination;
6. Inclement Weather that causes a: delay, complete cessation of services or cancellation by a Common Carrier for at least 12 consecutive hours of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You from reaching Your Scheduled Destination.
7. Due to a Natural Disaster, a mandatory evacuation order by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination is issued which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination.

Receipts must accompany reasonable Additional Expenses incurred.

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

### **CHANGE FEE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the change fee charged by an Air Common Carrier for changing a ticket or the fees assessed by Your Travel Supplier for changing Your original Travel Arrangements for covered Unforeseen reasons listed under Trip Cancellation and Trip Interruption.

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

### **OPTIONAL RENTAL CAR DAMAGE AND THEFT COVERAGE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if Your Rental Car, golf cart, or ATV is damaged while on a Trip due to collision, theft, vandalism, Natural Disaster or any cause beyond Your control while in Your possession, or Your Rental Car is stolen and not recovered. Benefits will be paid for the lesser of:

- a. reasonable and customary cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired (i.e. "loss of use" charges); or
- b. Actual Cash Value of the Rental Car, golf cart or ATV; or
- c. Deductible that You are required to pay before Your auto insurance policy will pay.

### **Exclusions:**

In addition to the General Exclusions and Limitations, the following exclusions and limitations apply to the Rental Car Damage benefit. Unless otherwise shown below, these exclusions and limitations apply to You or Your Traveling Companion. Benefits are not payable for any loss due to, arising or resulting from:

1. any loss that occurs if You or anyone traveling with You are in violation of the Rental Car Agreement;
2. any obligation You or Your Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);

3. alcohol intoxication above the statutory legal limit allowed for operating a motor vehicle in the state or jurisdiction where You are located at the time of loss;
4. rentals of trucks, pickups, full-size vans mounted on truck chassis, heavy duty trucks, jeep-type vehicles campers, trailers, motor bikes, motorcycles, off road vehicles, recreational vehicles or Exotic Vehicles;
5. failure to report the loss to the proper local authorities and the Rental Car company;
6. damage to any other vehicle, structure or person as a result of a covered loss;
7. the decreased value of the vehicle as a result of the Accident and the subsequent repairs;
8. any loss as the result of or attributed to driving the Rental Car: while under the influence of alcohol, marijuana or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
9. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the Rental Car; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material;
10. participation in contests of speed, motor sport or motor racing including training or practice for the same;
11. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion.

**The following condition applies:** Coverage is provided to You, if the Rental Car is damaged while being operated by You at the time the damage occurs and must be listed on the Rental Car Agreement.

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

### **MISSED TRIP CONNECTION**

If You miss Your Trip departure because Your arrival at Your Trip destination is delayed for at least 3 consecutive hours, due to:

1. any delay, cancellation or mechanical breakdown of regularly scheduled Common Carrier must be documented by the Common Carrier;
2. Inclement Weather that is documented;
3. Quarantine, hijacking, Strike, Natural Disaster, terrorism or Civil Disorder or Riot;

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

1. Reasonable Additional Expenses; and
2. Additional Transportation Cost incurred by You to join the departed Trip; and
3. unused, forfeited, prepaid non-refundable Payments or Deposits paid for the Travel Arrangements You purchased for Your Trip.

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

## MEDICAL EVACUATION AND REPATRIATION OF REMAINS

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a Sickness, Injury, or loss of life, during Your Trip, for the following:

### Emergency Medical Evacuation

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

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

### Medical Repatriation

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

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

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

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

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

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

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

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

## **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of Primary Residence or Your origination point if You die during Your Trip.

Repatriation Expenses means:

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

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

Transportation expenses for the Emergency Medical Evacuation and Medical Repatriation must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider.

In the event that Your Injury or Sickness prevents for You to obtain prior authorization of the Emergency Medical Evacuation, Medical Repatriation or Repatriation of Remains, You must make all efforts to notify Us or Our designated Travel Assistance Services Provider as soon as reasonably possible.

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

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

## **ANCILLARY MEDICAL EVACUATION**

**Transportation of Children/Child:** If You die or are Hospitalized for more than 1 consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons

under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to Your residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join You:** If You are or will be Hospitalized for more than 7 consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation is not imminent.

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

### **POLITICAL OR SECURITY EVACUATION**

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

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

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

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

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

**Political or Security Evacuation** means Your extraction from or within the Host Country due to a Political or Security Event that results in You being placed in imminent physical danger.

**Political or Security Event** means:

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

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

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay any costs or expenses arising from:

- a. Political or Security Evacuation from Your Home Country;
- b. Political or Security Evacuation when the Political or Security Event precedes Your arrival in the Host Country;
- c. Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;
- d. We will not pay for any 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;
- e. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
- f. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

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

### **NATURAL DISASTER EVACUATION**

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

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

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

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

### **NATURAL DISASTER EVACUATION COVERAGE DEFINITIONS**

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

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

#### **NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Natural Disaster Evacuation. However, the decision to travel is Your sole responsibility;
4. You will be responsible for all transportation and living costs while located at the safe haven;
5. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Natural Disaster Evacuation from OFAC designated countries;
6. We will not pay any costs or expenses arising from:
  - a. Natural Disaster Evacuation from Your Home Country;
  - b. Natural Disaster Evacuation when the Natural Disaster Event precedes Your arrival in the Host Country;
  - c. Natural Disaster Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;
  - d. We will not pay for any 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;
  - e. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - f. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

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

## **PROTECTION FOR YOUR BELONGINGS BAGGAGE AND PERSONAL EFFECTS**

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

### **Valuation and Payment of Loss:**

the lesser of the following amounts will be paid:

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

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

For claimed items without original receipts, payment of loss will be calculated based upon 50% of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits. We may take all or part of the damaged items at the appraised or agreed value by Us.

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

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

### **Items subject to Special Limitations**

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

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

## **BAGGAGE DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by You while on Your Trip, if Your checked Baggage is delayed or misdirected by a Common Carrier for at least 12 consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.

This coverage terminates upon Your arrival at the Return Destination of Your Trip.

**Necessary Personal Items** means replacement for clothing or toiletry, which are included in Your Baggage and Personal Effects and are required for Your Trip. Necessary Personal Items do not include jewelry, perfume or alcohol.

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

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

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

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

**Losses not covered:**

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

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

**TRAVEL INSURANCE BENEFITS  
ACCIDENT & SICKNESS  
MEDICAL AND DENTAL EXPENSE BENEFIT**

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

- a. benefits will be payable only for Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on Your Trip (of a duration of 180 days or less for Sickness) and requires treatment in person by a Physician;

- b. Sickness must first commence or manifest itself and Injury must first occur while on Your Trip (of a duration of 180 days or less for Sickness);
- c. only Medical Expenses incurred by You during Your Trip (of a duration of 180 days or less for Sickness) will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

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

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

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

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

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

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

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

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS 24 HOUR**

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

### Table of Loss

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

The Loss must occur within 181 days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and is covered under this policy.

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

**Loss** with regard to:

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

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

### GENERAL DEFINITIONS

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

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

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

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

**Adventure or Extreme Activities** means B.A.S.E. jumping, bull riding, running of the bulls, bungee jumping, parachuting, skydiving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, bodily contact sports, motor sport or motor racing, multi-sport endurance competitions, parkour and any activity materially similar to the above.

**Air Common Carrier** means an air conveyance operated under a license for the transportation of passengers for hire.

**Baggage and Personal Effects** means luggage and personal possessions taken by You on Your Trip, whether owned, borrowed, or rented.

**Business Partner** means a person who is: (1) involved with You or Your Traveling Companion in a legal partnership; and (2) actively involved in the daily management of the business.

**Children/Child** means a person: under age of 17 and primarily dependent on You for support and maintenance.

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

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

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

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

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

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 12 months:

- a) resides with You;
- b) shares financial assets and obligations with You;

- c) is not related by blood or adoption to You to a degree of closeness that would prohibit a legal marriage;
- d) neither You nor domestic partner is married to anyone else, nor has any other domestic partner.

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

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this policy.

**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.

**Exotic Vehicle** means antique cars that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original Manufacturer's Suggested Retail Price (MSRP) greater than \$50,000.

**Family Member** means the following relatives of You or Your Traveling Companion:

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

**Felonious Assault** means an act of violence against You or Your Traveling Companion, which requires medical treatment in a Hospital, and is substantiated by a police report.

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

Financial Default or Financial Insolvency does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**Home Country** means the country or territory of residence or Your citizenship as shown on Your passport. If You have dual citizenship, for the purposes of this benefit, Your Home Country is the country of the passport You used to enter the Host Country, while covered under this policy.

**Hospital** means a facility that:

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

A **Hospital** does not include:

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

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

**Host Country** means a country or territory You are visiting or in which You are living which is not Your Home Country, other than an excluded country, while covered under this policy.

**Host at Scheduled Destination** means the person with whom You are sharing prearranged overnight Accommodations in the host's home or has made previous arrangements to stay at the host's personal residence during Your Trip.

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier or causes closure of public roadways by local or government authorities.

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

**Medically Fit to Travel** means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Trip, You are medically able to travel.

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

- a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- b) meets generally accepted standards of medical practice;

- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, pitons, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

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

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

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

**Occurrence** means any of the following situations in which You find Yourself while covered by this policy:

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

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

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

**Physician** means a licensed practitioner of medical, surgical, dental services acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You, a Traveling Companion, a Family Member, or a Business Partner.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to Your Trip Cancellation Effective Date for which You or Your Traveling Companion, 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.
- 3) required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

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

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Quarantined** means You or Your Traveling Companion are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to You or Your Traveling Companion either having, or being suspected of having an contagious disease, infection or contamination.

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

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

**Rental Car** means a private passenger vehicle including mini-vans, and sport utility vehicles rented from a rental car agency and being used solely for transportation on public roads.

**Rental Car Agreement** means the entire contract into which You enter when renting a vehicle from a rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the rental car agreement.

**Rental Property** means a hotel room, vacation home, or other rental property You booked for Your stay during Your Trip.

**Return Destination** means Your final destination as shown in the enrollment, itinerary or other travel documents and the place to which You expect to return from Your Trip.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the enrollment, itinerary or other travel documents where You expect to travel to on Your Trip other than Return Destination.

**Scheduled Return Date** means the date on which You are scheduled to return to the point where Your Trip started or to a different specified Return Destination.

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

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

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

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

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

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

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

- a) is unannounced and unpublished at time this policy is purchased;
- b) is organized, and legally sanctioned by a labor union or other organized association of workers, in a trade or profession, formed to protect and further their rights and interests; and

c) interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an act of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

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

**Time Sensitive Period** means insurance must be purchased within 14 days of the date Your initial Payments or Deposits for Your Trip is received.

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

**Travel Assistance Services Provider** means AXA Assistance.

**Traveling Companion** means a person or persons whose name(s) appear(s) 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 Arrangements for You.

**Trip** means a scheduled Trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**Trip Cost** means the amount You paid for Your Travel Arrangements.

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

**Uninhabitable** means:

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

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

**Vermin** means small animals and insects that are harmful or annoying and are often difficult to control.

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

**Willful** means deliberate or intentional.

**You** or **Your** means the person who is covered under this policy.

## **EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to You, Your Traveling Companion or Family Member scheduled and booked to travel with You.

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

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

1. a Pre-Existing Medical Condition, as defined in the policy.

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

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

1. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advice;
3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
4. Elective Treatment and Procedures;
5. any medical service provided by You, a Family Member, or Traveling Companion;
6. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
7. Normal pregnancy (except Complications of Pregnancy) or childbirth or elective abortion ;
8. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the policy is in effect;
9. any loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the policy is not in effect for You;
10. Your participation in Adventure or Extreme Activities, riding or driving in any races, or participation in speed or endurance competition or events, except as a spectator;
11. diving if You are not certified to dive and a dive master is not present during the dive;
12. Your participation in an organized athletic or sporting competition, contest, or stunt under contract in exchange for an agreed-upon salary or compensation. This does not include athletes participating in exchange for a scholarship or tuition.

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

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane;
2. being under the influence of drugs or narcotics, unless administered upon the advice of a Physician as prescribed;
3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
4. expenses incurred by any Child born or adopted during Your Trip;
5. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
6. participation in a Civil Disorder or Riot, or insurrection;
7. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner;
8. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
9. air travel on a privately owned aircraft (whether as a pilot or a passenger);
10. piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. a loss or damage caused by detention, confiscation or destruction by customs;
12. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of Your Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this policy to You or Your Traveling Companion;
13. expenses resulting from a motor vehicle accident, unless the driver is properly licensed to operate the vehicle at the place and time of the Accident;
14. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion.

**MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You, Your Traveling Companion, Family Member scheduled and booked to travel with You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the policy.

If coverage for a Trip is purchased and it is later determined that You, Your Traveling Companion, Family Member scheduled and booked to travel with You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the policy, the coverage is cancelled and premium paid will be returned.

## PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- a. Your premium for this policy and enrollment form is received within the Time Sensitive Period; and
- b. You or Your Traveling Companion, are medically able and not disabled from travel at the time Your premium is paid based on assessment of a Physician.

## PREMIUMS

**PREMIUMS:** Coverage is not effective unless all premium due has been paid prior to the date of loss. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid indirect proportion of the actual amount paid to the required premium due.

## CLAIMS PROCEDURES

### **Your duties in the event of a loss:**

#### **For Trip Cancellation, Optional Cancellation For Any Reason, and Trip Interruption** You must:

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

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

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

#### **For Medical and Dental Expenses** You must:

1. provide Us with all receipts from the provider of services and reports for medical and/or dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment;

#### **For Baggage and Personal Effects**

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

1. report theft losses to police or other local authorities as soon as possible and obtain their written report of Your loss;
2. report the baggage delay to the Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items;

3. take reasonable steps to protect Your Baggage and Personal Effects from further damage and make necessary and reasonable temporary repairs; (We will reimburse You for those expenses. We will not pay for further damage if You fail to protect Your items);
4. allow Us to examine the damaged Baggage and Personal Effects and/or We may require the damaged item to be sent in the event of payment;
5. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged.

**For Optional Rental Car Damage And Theft Coverage** You must:

1. take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
2. report the loss to the appropriate local authorities and the rental company as soon as possible;
3. obtain all information on any other party involved in an automobile accident, such as name, address, insurance information and driver's license number;
4. provide Us all documentation such as rental agreement, police report and damage estimate.

## HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year 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 authorized representative and should include sufficient information to identify You. Failure by You or someone on Your behalf to make such notification may result in no benefits being paid.

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

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

All claims require You to provide Us or Our authorized representative with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

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

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly if both are living or the surviving parent if only one survives;

4. Your brothers and sisters jointly; or
5. 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) Your 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.

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

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

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

## GENERAL PROVISIONS

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. You are over the age of majority and legally competent may change Your 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.

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

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

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

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

**Economic or Trade Sanctions:** Any payments under this policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this policy. For more information, You may consult the OFAC internet website at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

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

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

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

**Misstatement of Age:** If premiums are based on age and 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.

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. 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.

**Other Insurance with Us:** 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 beneficiary or estate will make the selection. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Primary Insurance:** The insurance provided by this policy for all benefits except Rental Car Damage and Theft Coverage, Baggage Delay, Baggage and Personal Effects, and Trip Delay will be paid on a primary basis, regardless of any other coverage. We will pay the applicable eligible benefit, subject to any Deductible amount. We will pay first but reserve the right to recover from any other insurance carrier with which You may be covered. We will pay the claim first then seek to recover any payments made by a Third Party.

**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.

**Termination of This Policy:** Termination of this policy will not affect a claim for loss, which occurs after You pay the premium and while the policy is in force.

**Transfer of Coverage:** Coverage under this policy cannot be transferred to anyone else.

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

**AMENDATORY ENDORSEMENTS**

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

**ALASKA**

The policy is hereby amended for Alaska as follows:

1. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be void, if You conceal or misrepresent any material fact or circumstance relating to this insurance in the application or enrollment form for this policy.

2. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:  
**Disagreement Over Size of Loss (applies to the following coverages only: Baggage and Personal Effects):** If there is a disagreement about the amount of the loss, either You or We can make a written demand for an appraisal. Within 10 days of the written demand, You and We must notify the other of the competent appraiser each has selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon You and We. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon You and We. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire.

This “Disagreement Over Size of Loss” provision is void and shall have no effect if the policy does not contain coverage for: Baggage and Personal Effects.

3. When included, the definition for “Usual and Customary” is hereby void and shall have no effect. All uses of the term throughout the policy, and any form attached thereto, are void and shall have no effect.
4. When included, the general exclusion that provides “activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage” is hereby deleted and replaced as follows:  
activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of marijuana, illegal drugs or substances are excluded from coverage. Activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of alcohol are also

excluded from coverage if such possession, production, processing or sale of alcohol is illegal in the state or jurisdiction where You are located at the time of the incident; or if the use of alcohol either: 1.) is illegal in the state or jurisdiction where You are located at the time of the incident, or 2.) causes You to become Intoxicated. For purposes of this exclusion, “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;

5. When “Natural Disaster Evacuation” coverage is included, the definition of “Natural Disaster Evacuation,” located within that coverage, is hereby deleted and replaced as follows:

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

6. When included, the “Natural Disaster Coverage Conditions and Limitations,” located within the “Natural Disaster Evacuation” coverage, are hereby deleted and replaced as follows:

**NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any valid and collectible primary insurance, recoverable under all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis or that is recoverable through an employer;
3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Natural Disaster Evacuation. However, the decision to travel is Your sole responsibility;
4. You will be responsible for all transportation and living costs while located at the safe haven;
5. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Natural Disaster Evacuation from OFAC designated countries;
6. We will not pay any costs or expenses arising from:
  - a. Natural Disaster Evacuation from Your Home Country;
  - b. Natural Disaster Evacuation when the Natural Disaster Event precedes Your arrival in the Host Country;
  - c. Natural Disaster Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;
  - d. We will not pay for any 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;

- e. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
- f. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (especially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

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## ARKANSAS

The policy is hereby amended for Arkansas as follows:

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

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

2. The **Subrogation** provisions appearing in **General Provisions** are amended to include this sentence at the end of the provisions (whenever either provision is included):

We are entitled to recovery only after You have been fully compensated for the loss sustained.

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## CALIFORNIA

The policy is hereby amended for California as follows:

1. The Who is Eligible for Coverage provision of the Coverage Provisions section is deleted in its entirety and replaced with the following:

A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Coverage is only available for persons who are citizen or resident of the United States of America.

2. The Domestic Partner definition in the General Definitions section is deleted in its entirety and replaced with the following:

**Domestic Partner** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and at the time of the filing of this document, the following requirements are met:

- (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state
- (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.
- (d) Either of the following:
  - (i) Both persons are members of the same sex .

(ii) One or both persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.

(e) Both persons are capable of consenting to the domestic partnership.

3. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced with the following:

**Injury(ies)/Injured** means an accidental bodily injury for which the proximate cause is an Accident occurring while Your coverage under this policy is in force. The injury(ies) requires examination and treatment and must be verified by a Physician.

4. The Medically Necessary definition in the General Definitions section is deleted and replaced with the following:

**Medically Necessary** means that a treatment, service, or supply:  
required to treat an Injury or Sickness;  
meets generally accepted standards of medical practice where the service is rendered;  
is ordered by a Physician and performed under his or her care, supervision, or order; or  
is not used for the convenience of You, Physician, other providers, or any other person.

5. The Spouse definition in the General Definitions section is deleted and replaced with the following:

**Spouse** means Your lawful spouse, if not legally separated or divorced. For the purposes of this policy, the term spouse includes a Domestic Partner or a civil union partner whenever used.

6. The Usual and Customary definition in the General Definitions section is deleted and replaced with the following:

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

7. The 1st sentence of the **Trip Cancellation and Trip Interruption** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense caused for which the proximate cause was:

8. The 1ST sentence of the **Medical and Dental Expense benefits** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense for which the proximate cause was from:

9. The 1st sentence of the **benefit-specific, exclusion** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense for which the proximate case was from:

10. The Subrogation provision(s) in the General Provisions section are deleted in their entirety.

T7000IP-AE-CA

**COLORADO**

The policy is hereby amended for Colorado Residents as follows:

1. The following provisions are hereby added to the policy:

**Time of Payment of Claims:** Payment for any loss (other than losses for which the policy provides periodic payment) will be paid immediately upon receipt of due written proof of loss. If the policy provides for a periodic payment, it will not be paid less frequently than monthly. Any balance remaining unpaid upon the termination of liability when the policy provides periodic payment will be paid immediately upon receipt of due written proof.

2. The “Notice of Claim” provision in the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

**Notice of Claim:** Written notice for a claim brought under the policy must be reported to Us or Our authorized representative within 20 days, but no later than 1 year, after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice at Us or Our authorized representative at AXA Assistance US. The notice should include sufficient information to identify You. Failure by You or someone on Your behalf to make such notification may result in no benefits being paid.

3. The “Disagreement Over Size of Loss” provision in the “How to File a Claim” section of the policy is hereby void and shall have no effect.

4. The “Concealment and Misrepresentation” provision in the “General Provisions” section of the policy is hereby deleted and replaced with the following:

**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 intentionally concealed or intentionally misrepresented. Two years after the date of issue of this policy, no misstatements in Your application, except fraudulent misstatements, shall be used to void the policy. In addition, no misstatements in Your application, except fraudulent misstatements, will be used to deny a claim for loss incurred commencing after the expiration of such two-year period. For any termination other than for fraud or intentional misrepresentation, We shall provide notice 30 days in advance of the cancellation of the policy.

5. If included, the general exclusion regarding suicide, attempted suicide or any intentionally self-inflicted injury is hereby deleted and replaced with the following:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You;

T7000I-AE.CO

## CONNECTICUT

The policy is hereby amended for Connecticut as follows:

1. The Subrogation provision in **GENERAL PROVISIONS** section is deleted and revised as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right as permitted by law. 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, as permitted by law. Our right of subrogation applies even if Your entire loss has not been compensated.

2. In the **EXCLUSIONS AND LIMITATIONS** section, the general exclusion regarding suicide, which is applicable to all losses and all benefits, is deleted and revised as follows:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You or a Family Member (Family Member does not include Your Spouse, child(ren), or other dependent relative who resides in Your household.), while sane or insane;

T7000I-AE.CT

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## **DISTRICT OF COLUMBIA**

The policy is hereby amended for the District of Columbia as follows:

1. **GENERAL PROVISIONS** section is amended to include the following provisions:

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

T7000I-AE.DC

## **FLORIDA**

The policy is hereby amended for **FLORIDA** as follows:

The **Legal Actions Against Us** provision appearing in **General Provisions** section is deleted and replaced as follows:

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

T7000I-AE.FL

## **GEORGIA**

The policy is hereby amended for Georgia as follows:

1. The "Other Insurance with Us" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

**Other Insurance with Us:** (1.) 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 beneficiary or estate will make the selection. The entire premium that You paid for each policy that will not remain in effect shall be refunded to You.

(2.) The following shall apply if there is a valid claim or claims under multiple policies with Us for each Trip. If any claim(s) has been paid under any policy that will not remain in effect because of the selection described in paragraph (1.) of this provision, You will refund to Us any amount paid to You under each policy that will not remain in effect that exceeds the premium paid for that policy. If the amount of the claim paid to You under each such policy does not exceed the premium paid, then we shall refund to You an amount that is the difference between the premium paid to Us and the claim paid to You for each policy that will not remain in effect. This shall cause You to receive an amount from Us that is equal to the premium that You paid for each policy that will not remain in effect. You will then be paid under the policy that remains in effect.

2. The following provision is hereby added:

**Conflicting Excess Insurance Provisions:** The following applies only if You are covered for the same loss under multiple policies of insurance or indemnity, including the policy. If the policy (including any coverage within the policy or any coverage attached to the policy as a Rider or part of a Rider) contains a provision indicating that it provides benefits for Your loss in excess of all other valid and collectible policies of insurance or indemnity, and You are also covered by one or more other valid and collectible policies of insurance or indemnity for the same loss, and these other policies contain clauses that are irreconcilable to this, then in accordance with Georgia law, all of these clauses shall cancel each other out, and the liability for the loss will be divided equally between Us and the other insurer(s).

3. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**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.

T7000I-AE.GA

## IDAHO

The policy is hereby amended for Idaho as follows:

1. The following is hereby added to the policy:

**Contact Information for the Idaho Department of Insurance:**

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

1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

2. The **Concealment and Misrepresentation** provision, located within the **General Provisions** section of the policy, is hereby deleted and replaced with the following:

**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.

3. The **Disagreement Over Size of Loss** provision, located within the **How to File a Claim** section of the policy, is void and will have no effect.

4. The following definition is hereby added to the policy:

**Elective Abortion** means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.

5. If included, the exclusion concerning “Your participation in Adventure or Extreme Activities, riding or driving in any races, or participation in speed or endurance competition or events, except as a spectator” that applies to Medical and Dental Expense benefits only is hereby deleted and replaced with the following:

10. Your participation as a professional: in Adventure or Extreme Activities, riding or driving in any races, or in speed or endurance competition or events;

6. If the definition of “Complications of Pregnancy” is included in the policy, this definition is deleted and replaced with the following:

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section (includes all cesarean sections for purposes of Travel Insurance Benefit(s) and Accidental Death and Dismemberment Benefit(s) and all provisions that effect those coverages), ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

T7000I-AE.ID

## **KANSAS**

The policy is hereby amended for Kansas as follows:

1. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

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

2. The “Legal Actions Against Us” provision located within the “General Provisions” section of the policy is hereby deleted and replaced with the following:

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

3. Any and all references to “Usual and Customary” within the policy and any attachment thereto are hereby void and shall have no effect.

4. The following provision is hereby added to the policy:

**Time of Payments of Claims:**

For claims brought under the Accident & Sickness Medical and Dental Expense Benefit coverages, all benefits payable under this policy will be paid immediately upon Our receipt of due written Proof of Loss.

For all other claims, payment shall be made within 30 calendar days after the amount of the payment is agreed to between the claimant and Us in accordance with K.S.A. 40-2,126.

5. The “Subrogation” provision, located in the “General Provisions” section of the policy is hereby deleted and replaced with the following:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. 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. Our right of subrogation applies even if Your entire loss has not been compensated.

The Subrogation provision does not apply to following coverages: Accident & Sickness Medical and Dental Expense Benefit.

6. The following provision is hereby added to the policy:

**Cancellation by the Insured:** Notwithstanding any provision to the contrary, You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon Our receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation pursuant to this provision or of Your death, We will promptly return the unearned portion of any premium paid. The unearned premium shall be refunded on a pro-rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

7. If included, the following exclusion “Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion,” which applies only to the Medical and Dental Expense benefits, is hereby deleted.

8. The following exclusion is hereby added to the list of general exclusions:  
Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion. However, normal pregnancy or childbirth shall not be excluded from the coverages included within “Travel Insurance Benefits”.

T7000I-AE.KS

## LOUISIANA

The policy is hereby amended for Louisiana as follows:

1. The following provision is hereby added to the policy:

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

2. In the “General Provisions” section, the “Concealment and Misrepresentation” provision is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void if You conceal or misrepresent any material fact or circumstance relating to this insurance, with the intent to deceive, when applying for coverage. The entire coverage may be cancelled if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

3. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

4. If included, the “Subrogation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right, provided You have been made whole. 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, provided You have already been made whole for that loss. The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

5. If included, the definition of “Domestic Partner” in the “General Definitions” section of the policy is hereby deleted and shall have no effect.

6. If included, the definition of “Spouse” in the “General Definitions” section of the policy is hereby deleted and replaced as follows:

**Spouse** means Your lawful spouse, if not legally separated or divorced.

7. If included, the definition of “Family Member” in the “General Definitions” section of the policy is hereby deleted and replaced as follows:

**Family Member** means the following relatives of You or Your Traveling Companion:

- a) Spouse or fiancé;
- b) children, children-in-law, step-children, foster children, ward or legal ward or fiancé’s child;
- c) siblings, siblings-in-law, step-siblings;

- d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;
- g) aunts or uncles;
- h) nieces or nephews; step- nieces or step- nephews,

T7000I-AE.LA

## MAINE

The policy is hereby amended for Maine as follows:

1. Any and all references to “Usual and Customary” within the policy and any attachment thereto are hereby void and shall have no effect.
2. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

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

3. The “Concealment and Misrepresentation” provision, located in the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be voidable if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. In order to void the policy, We will seek voidance through Maine’s state court system.

4. The following is hereby added to the policy:

**Cancellation by Us:** The Maine Insurance Code permits Us to cancel this policy for the following reasons:

- A. Nonpayment of premium;
- B. Fraud or material misrepresentation made by You or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- C. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- D. Failure to comply with reasonable loss control recommendations;
- E. Substantial breach of contractual duties, conditions or warranties; or
- F. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company's solvency or will place Us in violation of the insurance laws of this State or any other state.

We will not cancel this policy for any other reason. We will send You a notice of cancellation prior to cancelling this policy. Cancellation will not take effect until 10 days after You receive the notice of cancellation. A post-office certificate of mailing to You at Your last known address is conclusive proof of receipt of notice on the 3rd calendar day after mailing.

- When included, the definition of "Sickness," located in the "General Definitions" section of the policy, is hereby deleted and replaced with the following:

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

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

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

Notwithstanding the foregoing, for purposes of the Accident & Sickness Medical and Dental Expense Benefit and all Accidental Death and Dismemberment Benefits (including sub-benefits) only, Sickness shall be defined as Your illness or disease.

- When included, the definition of "Actual Cash Value," located in the "General Definitions" section of the policy, is hereby deleted and replaced with the following:

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

- The Table of Loss for the 24 Hour Accidental Death and Dismemberment Benefits is hereby deleted and replaced with the following:

**Table of Loss**

<b>Loss of</b>	<b>% of Principal Sum</b>
Life	100%
Both Hands or Both Feet	100%, but at least \$2,000
Sight of Both Eyes	100%, but at least \$2,000
One Hand and One Foot	100%, but at least \$2,000
Either Hand or Foot and Sight of One Eye	100%, but at least \$2,000
Either Hand or Foot	50%
Sight of One Eye	50%
Speech	50%

Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%

T7000I-AE.ME

## MICHIGAN

The policy is hereby amended for Michigan as follows:

1. The “Legal Actions Against Us” provision, located within the “General Provisions” section of the policy is hereby deleted and revised as follows:

**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.

2. The following provision is hereby added to the policy:

**Criminal Acts:** The criminal acts portion of any exclusion in the policy, or in any document attached thereto, will not be applied in a way that denies coverage/ benefits without: 1.) a court or other adjudicatory body convicting You of the criminal act that resulted in the loss; or 2.) You agreeing to a plea deal in which You assert that You committed the criminal act that resulted in the loss.

3. When included, the “Political or Security Evacuation Coverage Conditions and Limitations,” located within the “Political or Security Evacuation” coverage, are hereby revised to read as follows:

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

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay any costs or expenses arising from:
  - a. Political or Security Evacuation from Your Home Country;
  - b. Political or Security Evacuation when the Political or Security Event precedes Your arrival in the Host Country;
  - c. Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;
  - d. We will not pay for any loss or expense arising from or attributable to: a) (i.) fraudulent or (ii.) 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;
  - e. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - f. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high

incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

3. When included, “Natural Disaster Evacuation Coverage Conditions and Limitations,” located within the “Natural Disaster Evacuation” coverage, are hereby revised to read as follows:

**NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
3. We or Our designated Travel Assistance Services Provider have sole discretion regarding the means, methods and timing of a Natural Disaster Evacuation. However, the decision to travel is Your sole responsibility;
4. You will be responsible for all transportation and living costs while located at the safe haven;
5. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Natural Disaster Evacuation from OFAC designated countries;
6. We will not pay any costs or expenses arising from:
  - a. Natural Disaster Evacuation from Your Home Country;
  - b. Natural Disaster Evacuation when the Natural Disaster Event precedes Your arrival in the Host Country;
  - c. Natural Disaster Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Us or Our designated Travel Assistance Services Provider regarding Your need to be evacuated;
  - d. We will not pay for any loss or expense arising from or attributable to: a) (i.) fraudulent or (ii.) 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;
  - e. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit;
  - f. Your arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding Your arrival into that country on Your Trip.

T7000I-AE.MI

**MINNESOTA**

The policy is hereby amended for Minnesota as follows:

1. The **Fair Settlement Offers and Agreements** provision is added into **General Provisions** section as follows.

**Fair Settlement Offers and Agreements:** If We, or Our designated representative, agree to issue payment for any amount finally agreed upon in settlement of all or part of any claim, payment will be made within five business days from Our receipt of the agreement or from the date of Your performance of any conditions set by such agreement, whichever is later.

2. The **Concealment and Misrepresentation** provision in **General Provisions** section is deleted and replaced as follows:

**Concealment and Misrepresentation:** We will void the entire coverage if there was material misrepresentation, material omission, or fraud made by You or with Your knowledge in obtaining the policy or in pursuing a claim under the policy. No oral or written misrepresentation made by You, or in Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

3. The following is added as an additional paragraph to the **Subrogation** provisions in the **General Provisions** section (whenever either provision is included):

The Company cannot subrogate Itself to Your rights to proceed against a third party if that third party is insured by the Company for the same loss. However, this exception applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

4. The Legal Actions Against Us provision in the General Provisions section is hereby deleted and replaced with the following:

**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 2 years from the time written Proof of Loss is required to be furnished.

T7000I-AE.MN

## NEVADA

The policy is hereby amended for Nevada as follows:

1. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**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.

2. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

T7000I-AE.NV

## NORTH DAKOTA

The policy is hereby amended for North Dakota as follows:

1. The “Legal Actions Against Us” provision located within the “General Provisions” section of the policy is hereby deleted and replaced with the following:

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

2. In Section IX, “Exclusions and Limitations,” the general exclusion regarding the commission of or attempt to commit a felony is deleted and replaced with the following:  
the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence and all innocent coinsureds are still eligible to have their loss or losses covered under the policy;

3. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**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.

4. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

T7000I-AE.ND

## OKLAHOMA

1. The following provision is hereby added to the policy:

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

T7000I-AE.OK

## RHODE ISLAND

The policy is hereby amended for Rhode Island as follows:

1. The “Disagreement Over Size of Loss” provision located within the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:

**Disagreement Over Size of Loss:** If there is a disagreement about the amount of the loss, either You or We can make a written demand for an appraisal, if voluntary and mutually acceptable. After the demand, You and We each select our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of

the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share with Us the cost for the arbitrator and the appraisal process.

2. If included, the “Subrogation” provision is hereby deleted and replaced with the following:  
**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. 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. Our right of subrogation applies even if Your entire loss has not been compensated.

If We collect a casualty loss from a third party, We shall, from the funds collected, first pay to You the deductible portion of the casualty loss less the prorated share of Subrogation expenses and only after this retain any funds in excess of the deductible portion of the recovery.

3. The definition of **Family Member** in **General Definitions** section is deleted and replaced as follows:  
**Family Member** means the following relatives of You or Your Traveling Companion:  
a) Spouse, including a civil union partner, Domestic Partner, or fiancé;  
b) children, children-in-law, step-children, foster children, ward or legal ward or fiancé’s child;  
c) siblings, siblings-in-law, step-siblings;  
d) parents, parents-in-law, step-parents, legal guardians, or guardians;  
e) grandparents, step-grandparents, grandchildren, or step-grandchildren;  
f) step-aunts or step-uncles;  
g) aunts or uncles;  
h) nieces or nephews; step- nieces or step- nephews.

T7000I-AE.RI

## **SOUTH CAROLINA**

The policy is hereby amended for South Carolina as follows:

1. The following contact information for United States Fire Insurance Company is hereby added to the policy:

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724  
Phone Number: 1-800-227-3745

T7000I-AE.SC

## **SOUTH DAKOTA**

The policy is hereby amended for South Dakota as follows:

1. The last sentence of the **Legal Actions Against Us** provision appearing in **GENERAL PROVISIONS** section is deleted and replaced as follows:

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

The **Disagreement Over Size of Loss** provision, located within the **How to File a Claim** section of the policy, is void and will have no effect.

T7000I-AE.SD Rev 7.30.2020

## TENNESSEE

The policy is hereby amended for Tennessee as follows:

1. The “Maximum number of Insureds” provision in “Coverage Provisions” of the policy is hereby deleted in its entirety.
2. The “Pre-Existing Medical Condition” definition of the “Definitions” section of the policy is hereby deleted and replaced with the following:

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to Your Trip Cancellation Effective Date for which You or Your Traveling Companion, 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.
3. required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a. between a brand name and a generic medication with comparable dosage; or
  - b. an adjustment to insulin or anti-coagulant dosage.

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

The “**ACCIDENT & SICKNESS MEDICAL AND DENTAL EXPENSE BENEFIT**” provision in the “Travel Insurance Benefits” section of the policy is hereby deleted and replaced with the following:

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

- a. benefits will be payable only for Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip (of a duration of 180 days or less for Sickness) and requires treatment in person by a Physician;

- b. Sickness must occur and Injury must occur while on Your Trip (of a duration of 180 days or less for Sickness);
  - c. only Medical Expenses incurred by You during Your Trip (of a duration of 180 days or less for Sickness) will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.
4. The “Children/Child” definition in the “General Definitions” section of the policy is hereby deleted and replaced with the following:

**Children/Child** means a person:

1. under age of 17 and primarily dependent on You for support and maintenance; or
2. who is at least age seventeen (17) but less than age twenty-six (26) unmarried and dependent upon You for support and maintenance.

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

5. The “Notice of Claim” provision in “How To File A Claim” section of the policy is hereby deleted and replaced with the following:  
Notice of Claim: Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year 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 authorized representative and should include sufficient information to identify You. Failure by You or someone on Your behalf to make such notification may result in no benefits being paid.

6. The “Proof of Loss” provision in “How To File A Claim” section of the policy is hereby deleted and replaced with the following:

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

All claims require You to provide AXA Assistance US with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

7. The “Legal Actions Against Us” provision in the “General Provisions” section of the policy is hereby deleted and replaced with the following:

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

8. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be void, if You conceal or misrepresent any material fact or circumstance relating to this insurance in the application or enrollment form for this policy.

9. The “Subrogation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. 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.

10. “The Maximum Benefit Limit of Liability” provision, located within the “General Provisions” section of the policy is hereby deleted in its entirety.

T7000IP-A&H-AE.TN

## TEXAS

The policy is hereby amended for Texas as follows:

1. The “Concealment and Misrepresentation” provision, located within the “General Provisions” section of the policy, is hereby deleted and replaced with the following:

**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.

2. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

3. The “Proof of Loss” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

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

All claims require You to provide AXA Assistance US with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

4. The following provision is hereby added to the policy:

**Time of Payment of Claims:** We shall notify You in writing of the acceptance or rejection of a claim not later than the 15th business day after We receive all items, statements, and forms required by Us to secure final proof of loss.

If We are unable to accept or reject the claim within the period specified above, We shall, within that same period, notify You of the reasons that We need additional time. We shall accept or reject the claim not later than the 45th day after the date We notify You of Our need for additional time.

If We notify You that We will pay a claim or part of a claim, We shall pay the claim not later than the 5th business day after the date notice is made.

If payment of the claim or part of the claim is conditioned on the performance of an act by You, We shall pay the claim not later than the 5th business day after the date the act is performed.

T7000I-AE.TX

## UTAH

The policy is hereby amended for Utah as follows:

1. The **“Disagreement Over Size of Loss”** provision, located within the **“How to File a Claim”** section is void and will have no effect.

2. The **Proof of Loss** provision appearing in **“How To File A Claim”** section is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss in a timely manner does not bar recovery under the policy if We fail to show that We were prejudiced by the failure to provide proof in a timely manner. Failure to give notice in a timely manner does not bar recovery under the policy if You give notice as soon as reasonably possible.

3. The **Legal Actions Against Us** provision in the **“General Provisions”** section is hereby deleted and replaced with the following:

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

4. If the definition for **“Hospital”** is included, the following paragraph is hereby added to the definition: Notwithstanding anything to the contrary, for purposes of the coverages included within **“Travel Insurance Benefits”** and the coverages within **“Accidental Death and Dismemberment Benefits”** only, "Hospital" means a facility that is licensed as a general hospital by the proper authority of the state or jurisdiction in which it is located and operating within the scope of such license.

5. If the definition for **“Pre-Existing Medical Condition”** is included, the following paragraph is hereby added to the definition:

Notwithstanding anything to the contrary, for purposes of the coverages included within **“Travel Insurance Benefits”** only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the effective date of the 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 the coverage.

6. If the policy contains an exclusion for **“Pre-Existing Medical Conditions,”** the following paragraph is hereby added to the policy:

### **Pre-Existing Condition Limitation**

For Trip Cancellation and Trip Interruption coverages, We will not pay for any loss or expense caused due to, arising or resulting from a Pre-Existing Medical Condition.

Pre-Existing Medical Condition means an illness, disease, or other condition during the 60-day period immediately prior to Your Trip Cancellation Effective Date for which You or Your Traveling Companion, 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.
3. required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a. between a brand name and a generic medication with comparable dosage; or
  - b. an adjustment to insulin or anti-coagulant dosage.

Notwithstanding anything to the contrary, for purposes of the coverages included within "Travel Insurance Benefits" only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the effective date of the 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 the coverage.

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

The general exclusion which reads "participation in a Civil Disorder or Riot, or insurrection" and the general exclusion which begins with "the commission of or attempt to commit a felony or being engaged in an illegal occupation" are hereby deleted and replaced with the following:

6. voluntary participation in a Civil Disorder or Riot, or insurrection;
7. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation;

T7000I-AE.UT

## VERMONT

The policy is hereby amended for Vermont as follows:

1. The **Pre-Existing Medical Condition** as defined in the **General Definitions** provision is deleted and replaced as follows:

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to Your Trip Cancellation Effective Date for which You or Your Traveling Companion, 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

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

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

2. **Sickness** as defined in the **General Definitions** provision is deleted and replaced as follows: **Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

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

Sickness includes any mental disorder as defined by the American Psychiatric Association DSM-5, or its current equivalent that is diagnosed or treated by a properly qualified medical professional.

3. The **Disagreement Over Size of Loss** section of **How to File a Claim** provision is void and will have no effect.
4. The **Concealment and Misrepresentation** provision under **General Provisions** is deleted and replaced as follows:

**Fraud and Material Misrepresentation:** The entire coverage will be void if the policy was obtained through fraud or material misrepresentation. The policy may be cancelled and the claim may be denied for fraud or material misrepresentation in the presentation of a claim.

5. The **Conformity with Statute** provision under **General Provisions** is deleted and replaced as follows: **Conformity with Statute:** Any provision of the policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the policy.

6. The **Physician Examination and Autopsy** provision under **General Provisions** is deleted and replaced as follows:

**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), unless the law or your religion forbids it.

7. Whenever the term Spouse is used throughout the policy, or in any document attached to the policy, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Vermont law. Any Family Member brought within the scope of the policy as a result of Your marriage is also brought within the scope of the policy by Your civil union under Vermont law.

8. The following is hereby added to the policy:

**Time of Payment of Claims:** If We agree to settle a claim, We shall pay, or shall mail payment, within 10 business days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

T7000I-AE.VT Rev 7.27.2022

**WISCONSIN**

The policy is hereby amended for Wisconsin as follows:

- 1. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.

T7000I-AE.WI

**WYOMING**

The policy is hereby amended for Wyoming as follows:

- 1. The “**Disagreement Over Size of Loss**” provision, located within the “**How to File a Claim**” section is void and will have no effect.
- 2. The “**Concealment and Misrepresentation**” provision, located within the “**General Provisions**” section of the policy, is hereby deleted and replaced with the following:

**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.

- 3. The **Legal Actions Against Us** provision in the “**General Provisions**” section is hereby deleted and replaced with the following:

**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 4 years from the time written Proof of Loss is required to be furnished.

T7000I-AE.WY

If there is a conflict between the policy and these Endorsements, the terms of these Endorsements will govern.

Signed for United States Fire Insurance Company By:



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary



## **ARKANSAS NOTICE**

### **The Insurance Company may be contacted at:**

United States Fire Insurance Company  
Admin. Offices: 5 Christopher Way  
Eatontown, NJ 07724  
1-800-227-3745

If we at United States Fire Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202  
(800) 852-5494 or (501) 371-2640  
[www.insurance.arkansas.gov](http://www.insurance.arkansas.gov)**

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

**Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202**

A complaint may also be made online at [www.insurance.arkansas.gov](http://www.insurance.arkansas.gov).

## **MARYLAND NOTICE**

If you are covered under a plan issued in Maryland, you can file a complaint by contacting the Maryland Insurance Administration at 800.492.6116 or 410.468.2340 or by submitting an on-line complaint from the website at [www.insurance.maryland.gov](http://www.insurance.maryland.gov)

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### United States Fire Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call: Complaint Department at 732-676-9800**

**Toll-free: 1-800-227-3745**

Email: [AHComplaintHandling@cfins.com](mailto:AHComplaintHandling@cfins.com)

Mail: United States Fire Insurance Company  
Complaint Department  
c/o Crum & Forster  
5 Christopher Way  
Eatontown, NJ 07724

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### United States Fire Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a Complaint Department al 732-676-9800**

**Teléfono gratuito: 1-800-227-3745**

Correo electrónico: [AHComplaintHandling@cfins.com](mailto:AHComplaintHandling@cfins.com)

Dirección postal: United States Fire Insurance Company  
Complaint Department  
c/o Crum & Forster  
5 Christopher Way  
Eatontown, NJ 07724

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

# FACTS

## WHAT DOES CRUM & FORSTER

Rev. August 1, 2025

### DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>- Social Security number and income</li> <li>- credit scores and credit-based insurance scores</li> <li>- insurance claim history and employment information</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Crum & Forster chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Crum & Forster share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share

### To limit our sharing

Call 844.254.5754

Email us at: [CFChiefLegalOfficer@cfins.com](mailto:CFChiefLegalOfficer@cfins.com)

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.



## Questions

Call 844.254.5754 or email us at: CFChiefLegalOfficer@cfins.com unless you provide a separate FCRA opt out form.

### Who are we

#### Who is providing this notice?

Crum & Forster and its affiliates.

### What we do

#### How does Crum & Forster protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with applicable federal and state law. These measures include computer safeguards and secured files and buildings.

#### How does Crum & Forster collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your contact information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

### Definitions

#### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include: United States Fire Insurance Company, The North River Insurance Company, Crum & Forster Indemnity Company, Seneca Insurance Company, Inc., Travel Insured International, Inc., Monitor Life Insurance Company of New York, MTAW Insurance Company, Bail USA, Inc. and any other company within the Crum & Forster group of companies.*

#### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Crum & Forster does not share with nonaffiliates so they can market to you.*

#### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Crum & Forster doesn't jointly market.*

### Other important information

**For Insurance Customers in AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only.** The term "Information" in this section means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors

as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical information, so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can.

To see your Information, submit a request via email to [CFChiefLegalOfficer@cfins.com](mailto:CFChiefLegalOfficer@cfins.com). You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law. We will limit sharing among our affiliates to the extent required by California law. We do not share information about creditworthiness. For further information visit our website.

You have the right to submit a written request to access, correct, amend, or delete certain personal information we collect about you. To submit a request please write your request and send it to the following [privacyinformation@cfins.com](mailto:privacyinformation@cfins.com). You have the right to receive a response to your request within 30 business days of the date of the submission of your request to access, correct, amend, or delete your personal information. If we refuse your request, you have the right to file a statement regarding what you believe to be accurate and fair information and why you disagree with our response. For more information see C&F's Model 670 Notice at <https://www.cfins.com/onlineprivacypolicy/glba/cfmodel670/>

**For Massachusetts Residents only.** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

**For Nevada Residents only.** We are providing you this notice under state law. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov); Crum & Forster: Legal Department, P.O. Box 1973, 305 Madison Avenue, Morristown, NJ 07962, 844.254.5754, [CFChiefLegalOfficer@cfins.com](mailto:CFChiefLegalOfficer@cfins.com).

**For North Dakota Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by North Dakota law. We will limit sharing among our affiliates to the extent required by North Dakota law. For further information visit our website.

**For Vermont Residents only.** Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our affiliates, unless the law allows. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found on our website.