

## Plan Documents



# Classic Plan



**Customer Service: 1-888-885-7233**  
**To Report a Claim: 1-800-461-6920**  
**Online at: [www.travelsafe.com](http://www.travelsafe.com)**

## IMPORTANT CONTACT INFORMATION

Please review these Plan Documents as they provide complete details of the Plan Benefits and Services. Have questions, want to request changes to your plan? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at **[www.travelsafe.com](http://www.travelsafe.com)**.

### **TravelSafe Customer Service**

1-888-885-7233

### **To Report A Claim**

Present all claims to the Claim Administrator using one of the below methods:

Online:

[www.travelsafe.com/claims](http://www.travelsafe.com/claims)

Phone:

1-800-461-6920

Email:

[ts.claims@sevendcorners.com](mailto:ts.claims@sevendcorners.com)

Seven Corners, Inc.  
Attn: TravelSafe Claims  
303 Congressional Boulevard  
Carmel, IN 46032 USA

### **Seven Corners**

Seven Corners Assist is available 24/7 to help you, no matter where you are. Our multilingual team is trained to solve your situation quickly and efficiently.

To Contact Seven Corners:

1-800-461-6920 (toll free)

317-582-2629 (worldwide)

[ts.service@sevendcorners.com](mailto:ts.service@sevendcorners.com)

The 24-Hour Assistance Services are provided by: Seven Corners, Inc.

**INDIVIDUAL TRAVEL INSURANCE POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**

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

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

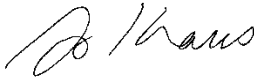
**FOURTEEN DAY LOOK:** If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You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

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

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

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## SCHEDULE OF BENEFITS

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

### Benefit Per Trip                      Maximum Benefit Amount/Principal Sum

#### Accidental Death & Dismemberment

24-Hour .....\$25,000  
Air Flight Only.....\$100,000,  
\$250,000, \$500,000 (Add \$10, \$25, \$50)

#### Medical Expense/Emergency Assistance

Accident & Sickness Medical Expense.....\$100,000  
Emergency Medical Evacuation, Medical Repatriation  
and Return of Moral Remains.....\$1,000,000

### SECTION I. EFFECTIVE DATE AND TERMINATION DATE

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

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

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

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

#### Extension of Coverage:

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

### SECTION II. COVERAGES

#### COVERAGE A 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

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

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

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

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

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

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

The Principal Sum is shown in the Confirmation of Benefits.

#### **EXPOSURE AND DISAPPEARANCE**

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

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

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

### **COVERAGE B OPTIONAL: AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT**

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

- (a) while riding solely as a passenger in an aircraft on regularly scheduled airline flight or regularly scheduled charter flight operated:
  - (i) in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board;
  - (ii) by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates; or
  - (iii) by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline; or
- (b) while riding as a passenger in any land or water conveyance provided at the expense of the Air Carrier as a substitute for an aircraft covered by this Policy;

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

Benefits will be paid as follows:

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

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

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

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

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

The Principal Sum is shown in the Confirmation of Benefits.

#### **EXPOSURE AND DISAPPEARANCE**

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

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

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

### COVERAGE C ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, shown on the Confirmation of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip (of a duration of 90 days or less for Sickness). Only Covered Expenses incurred during Your Trip (of a duration of 90 days or less for Sickness) will be reimbursed. Expenses incurred after Your Trip are not covered.

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

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

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a Covered Accidental Injury or covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

For the purpose of this benefit:

"Covered Expense" means expense incurred only for the following:

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

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

### COVERAGE D EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS

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

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

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

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

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
  - i) one-way Economy Transportation;
  - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
  - iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

### HOSPITAL OF CHOICE

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

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

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

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

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

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

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

### SECTION III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Hospital"** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Sickness"** means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness and is considered a Pre-Existing Condition as defined herein and is not covered by the Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing any race, speed contests, spelunking or caving, or scuba diving if the depth exceeds 130 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);



13. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
14. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
15. a loss or damage caused by detention, confiscation or destruction by customs;
16. Elective Treatment and Procedures;
17. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
18. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
19. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You;
20. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

## SECTION VI. GENERAL PROVISIONS

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

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with the Company/administrator.

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

**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. The Company may require satisfactory proof of age before paying any claim.

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

**Legal Actions:** 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.

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

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

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

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

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

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

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

**INDIVIDUAL TRAVEL PROTECTION POLICY**  
**TEXAS OUTLINE OF COVERAGE**  
**Form T210-IPAO**

1. **Read Your Policy Carefully** - This Outline of Coverage provides a very brief description of the important features of the Travel Insurance Benefits in Your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both You and United States Fire Insurance Company. It is, therefore, important that you READ YOUR POLICY CAREFULLY!
2. **Individual Travel Insurance Policy – Limited Benefit Health Coverage** - Policies of this category are designed to provide, to persons insured, limited or supplemental coverage while on a Trip.
3. **Benefits** – This travel insurance Policy provides Accident Medical, Sickness Medical & Dental Expense while on a Trip, Emergency Medical Evacuation/Repatriation, Accidental Death & Dismemberment coverage and other ancillary travel benefits while on a Trip. Benefits payable will not exceed the Usual and Customary Charges for similar services in the geographic area in which the services were rendered.
4. **General Exclusions and Limitations** - In addition to any other general limitations described in the Policy, depending upon the coverage included in Your Policy, benefits may not be payable for:
  1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
  2. an act of declared or undeclared war;
  3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
  4. riding or driving in races, or speed or endurance competitions or events;
  5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
  6. participating as a professional in a stunt, athletic or sporting event or competition;
  7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing any race, speed contests, spelunking or caving, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
  8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
  10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
  11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
  12. dental treatment (except as coverage is otherwise specifically provided herein);
  13. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
  14. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
  15. a loss or damage caused by detention, confiscation or destruction by customs;
  16. Elective Treatment and Procedures;
  17. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
  18. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
  19. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You;
  20. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You;
5. **Renewability** - This policy is issued for a stated term and is not renewable.

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

INDIVIDUAL TRAVEL INSURANCE POLICY

PLEASE READ THIS DOCUMENT CAREFULLY!

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

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

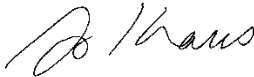
**FOURTEEN DAY LOOK:** If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You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

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

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



Marc J. Adey  
Chairman and CEO



James Kraus  
Secretary

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SCHEDULE OF BENEFITS

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

Benefit Per Trip	Maximum Benefit Amount/Principal Sum
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Part A – Travel Arrangement Protection

Trip Cancellation.....	Trip Cost (Up to \$100,000)
Trip Interruption.....	150% of Trip Cost*
Missed Connection .....	\$2,500
Travel Delay (Up to \$150 Per Day).....	\$750
Baggage and Personal Effects .....	\$2,500

\* If there is no Trip cost insured, the Trip Interruption Benefit will be limited to a maximum amount of \$1,000.

- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 250 miles or more;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- h. Inclement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- i. mechanical breakdown that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- l. involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- m. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- n. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the travel agency, organization or firm from whom You purchased Travel Arrangements supplied by others) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 21 days of the date Your initial deposit/payment for Your Trip is received and You insure the full cost of Your Trip subject to penalties or restrictions;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- r. mandatory evacuation ordered by local government authorities at Your Trip Destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- s. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;
- t. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- u. a cancellation of Your Trip within 36 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for the Trip Cancellation Benefits;
- v. the primary or secondary school that You, Your Family Member or Traveling Companion attends continues classes beyond the predefined school year, due to unforeseeable events which: 1) occur after Your Effective Date for Trip Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;

- w. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

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

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

### Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is canceled for a covered reason and You do not cancel Your Trip.

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

## COVERAGE B TRIP INTERRUPTION

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

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

Trip Interruption must be due to:

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

provided such circumstances occur while coverage is in effect.

**"Other Covered Reasons"** means:

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

- j. a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- l. involuntary employer termination or layoff which occurs 30 days or more after Your Effective Date affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- m. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- n. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the travel agency, organization or firm from whom You purchased Your Travel Arrangements supplied by others) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 21 days of the date Your initial deposit/payment for the Trip is received and You insure the full cost of Your Trip subject to penalties or restrictions;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- r. mandatory evacuation ordered by local government authorities at Your Trip Destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- s. felonious assault of You or Your Traveling Companion traveling with You within 10 days of the Scheduled Departure Date;
- t. You, Your Traveling Companion or Family Member traveling with You are directly involved in the merger of Your employer or the acquisition of Your employer by another company;
- u. a cancellation of Your Trip within 36 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for Your Trip Cancellation Benefits;
- v. the primary or secondary school that You, Your Family Member or Traveling Companion attends extends its operating session beyond the predefined school year to fall within the period of the travel dates of Your Trip due to unforeseeable events which commence while Your coverage is in effect. Extensions due to extra-curricular or athletic events are not covered;
- w. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of Your scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

#### **Additional Trip Interruption Benefits:**

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

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s) and local transportation expenses up to \$150 per day, limited to 5 days.

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

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

#### **Single Supplement**

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is interrupted for a Covered Reason and You do not interrupt Your Trip.

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



**COVERAGE C  
MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

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

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

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

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

**COVERAGE D  
TRAVEL DELAY**

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

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- d) a documented weather condition preventing You from getting to the point of departure.

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

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

- a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the loss, including but not limited to; scheduled departure and return times and actual departure and return times;
- b) Written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

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

**COVERAGE E  
BAGGAGE AND PERSONAL EFFECTS**

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

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

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

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

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

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

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

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

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

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

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

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

**Additional Limitations and Exclusions Specific to Baggage and Personal Effects:**

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

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

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

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

**Additional Claims Provisions Specific to Baggage**

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

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

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

## COVERAGE F NON-MEDICAL EMERGENCY EVACUATION

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

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

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

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

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

- 1) loss or expense recoverable under any other insurance or through an employer;
- 2) 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;
- 3) 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;
- 4) loss or expense arising from or due to liability assumed by You under any contract.

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

## COVERAGE G OPTIONAL: CANCEL FOR ANY REASON BENEFIT

**Optional Coverage:** Applicable only when purchased if the appropriate additional premium has been paid.

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

- a) Your Payment or Deposit for this plan and enrollment form are received within 21 days of the date Your initial Payment or Deposit for Your Trip is received; and

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

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

#### COVERAGE H ITINERARY CHANGE

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

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

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

#### COVERAGE I OPTIONAL: EXTENDED PERSONAL PROPERTY PAC

**Optional Coverage:** Applicable only if the appropriate additional premium has been paid.

1. The following benefit is added as follows:

##### **SPORTS EQUIPMENT RENTAL**

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

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

15) professional or occupational equipment or property, whether or not electronic business equipment;

17) telephones or PDA devices, computer hardware or software.

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

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

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

#### SECTION III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Hospital"** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

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

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

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

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

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

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

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

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

**"Pre-Existing Condition"** means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You : 1) received or received a

recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race, speed contests, spelunking or caving, or scuba diving if the depth exceeds 130 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;

11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. due to a Pre-Existing Condition, as defined in the Policy;
14. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
15. a loss or damage caused by detention, confiscation or destruction by customs;
16. Elective Treatment and Procedures;
17. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
18. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
19. a loss that results from a event or circumstance which occurs at a time when the Policy is not in effect for You;

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

## SECTION V. PAYMENT OF CLAIMS

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

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

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

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

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

- f) Your spouse;
- g) Your child or children jointly;
- h) Your parents jointly if both are living or the surviving parent if only one survives;
- i) Your brothers and sisters jointly; or
- j) 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) an Insured's estate, We may pay any amount due under the Policy to an Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

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

## SECTION VI. GENERAL PROVISIONS

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

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with the Company/administrator.

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

**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. The Company may require satisfactory proof of age before paying any claim.

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

**Legal Actions:** 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.

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

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

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

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

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

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

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



**TEXAS INDIVIDUAL AMENDATORY ENDORSEMENT**

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

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

- A. Item 1) under Valuation and Payment of Loss in **COVERAGE E BAGGAGE AND PERSONAL EFFECTS**, appearing in **SECTION II. COVERAGES** is deleted and replaced as follows:

1) the Actual Cash Value (stated value for jewelry) at the time of loss, theft or damage, except as provided in 2) and 3) below;

- B. All references and benefits associated with Rental Car Damage **COVERAGE I** appearing in the **SCHEDULE OF BENEFITS** and **SECTION II. COVERAGES** and throughout the Policy are deleted from the Policy in their entirety and do not apply.

- C. The following will be added to the end of the **Payment of Claims: Notice of Claim:** provision appearing in **SECTION V. PAYMENT OF CLAIMS:**

Not later than the 15th business day after the date We receive notice of a claim, We shall:

(1) acknowledge receipt of the claim; (2) commence any investigation of the claim; and (3) request from the claimant all items, statements, and forms that We reasonably believe, at that time, will be required from the claimant.

We may make additional requests for information if during the investigation of the claim the additional requests are necessary. If the acknowledgment of receipt of a claim is not made in writing, We shall make a record of the date, manner, and content of the acknowledgment.

- D. The following provision will be added to **SECTION V. PAYMENT OF CLAIMS:**

**Payment of Claims: Notice of Acceptance or Rejection of Claim:** We shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date We receive all items, statements, and forms required by the insurer to secure final proof of loss. If We reject the claim, the notice will state the reasons for the rejection. If We are unable to accept or reject the claim within this period, We, within that same period, shall notify the claimant 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 a claimant under this provision.

- E. The **Payment of Claims: When Paid:** and **Payment of Claims: To Whom Paid:** provisions appearing in **SECTION V. PAYMENT OF CLAIMS** are deleted and replaced as follows:

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim no later than the fifth business day after receipt of acceptable proof of loss. If payment is delayed for more than 60 days, We or Our designated representative is liable to pay You or the beneficiary making the claim under the policy, in addition to the amount of the claim, interest on the amount of the claim at the rate of 18 percent a year as damages, together with reasonable attorney's fees.

In the event of a weather-related catastrophe or major natural disaster, as defined by the commissioner, the claim-handling deadlines imposed under this SECTION V. are extended for an additional 15 days.

**Payment of Claims: To Whom Paid:** All Benefits will be paid directly to You unless otherwise directed. 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.

- F. The following is added as the last sentence in the **Entire Contract: Changes:** provision appearing in **SECTION VI. GENERAL PROVISIONS:**

No change will be made during the Policy term that would reduce coverage without the Your agreement.

- G. The last sentence in the **Legal Actions** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

No legal action for a claim may be brought against Us after 3 years from the date the cause of action first accrues.

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

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

## **UNITED STATES FIRE INSURANCE COMPANY**

Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724

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### **Auto Rental Insurance Policy**

#### **Notice**

Your rental agreement may offer, for an additional charge, an optional damage waiver to cover all or part of Your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver or this policy, You may wish to determine whether Your own automobile insurance or credit card agreement provides You coverage for rental vehicle damage or loss and determine the amount of the deductible under Your own insurance coverage. The purchase of the damage waiver or this insurance policy is not mandatory. The waiver is not insurance.

This coverage is not all inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover You for any damages to other vehicles or property. It does not cover You for any injury to any other party.

**UNITED STATES FIRE INSURANCE COMPANY**  
Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724

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**DECLARATIONS PAGE**

Policy Number: Your complete Name plus T925P

Policyholder: SEE PURCHASE CONFIRMATION

AUTO RENTAL INSURANCE POLICY  
TO REPORT A CLAIM UNDER THIS POLICY CALL 800-461-6920

Policy Effective Date: SEE PURCHASE CONFIRMATION

Date Coverage Begins: SEE PURCHASE CONFIRMATION

Coverage Premium: SEE PURCHASE CONFIRMATION

Date Coverage Ends: SEE PURCHASE CONFIRMATION

Rental Car Maximum Benefit Amount: \$35,000

**PLEASE KEEP THIS POLICY IN A SAFE PLACE**

This Policy applies if the Auto Rental Insurance Policy Option (Rental Car Damage "RCD") has been purchased.
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# UNITED STATES FIRE INSURANCE COMPANY

Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724  
(Herein Called "We", "Our, or "Us")

## Auto Rental Insurance Policy

### A. DEFINITIONS:

Throughout this document, You and Your refer to the insured individual and **Authorized Drivers** indicated on the **Declaration Page**. We, Us, and Our refer to United State Fire Insurance Company. In addition, when in bold certain words and phrases are defined as follows:

**Actual Cash Value** means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

**Administrator** means Seven Corners. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at 800-461-6920 or mail at 303 Congressional Boulevard, Carmel, IN 46032 or e-mail at ts.claims@sevendcorners.com.

**Authorized Driver** means a driver with a valid driver's license issued from their state of residence and indicated on the **Rental Car Agreement**.

**Declaration Page** means the attached document listing the named insured, benefit(s), and limits.

**Policy** means this document, which describes the terms, conditions, and exclusions of this coverage. This **Policy** is the entire agreement between You and Us. Representations or promises made by any person that are not contained in this **Policy** are not a part of Your coverage.

**Rental Car** means a land motor vehicle with four or more wheels, that is designed for use on public roads and for which You have rented for the period of time shown on the **Rental Car Agreement**

**Rental Car Agreement** means the entire contract that You receive when renting a **Rental Car** 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**.

### B. INSURING AGREEMENT:

Coverage is provided for the period of time shown on the **Rental Car Agreement**.

We will pay for the following on a primary basis:

- a) Physical damage to a **Rental Car** that occurs while You are driving the **Rental Car** or while the **Rental Car** is left unattended during the rental period;
- b) Reasonable and customary loss of use imposed by the **Rental Car** agency for the period of time the rental vehicle is out of service being repaired. Loss of use must be substantiated by a location and class specific fleet utilization log;
- c) Any loss of, or damage to the **Rental Car** resulting from causes other than a collision (i.e. fire, storm, vandalism, or theft)

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover You for any damages to other vehicles or property. It does not cover You for any injury to any other party.

### C. ELIGIBILITY REQUIREMENTS:

To be eligible for coverage:

- You must rent the vehicle in your own name and sign the **Rental Car Agreement**.

- Your **Rental Car Agreement** must be for a rental period of forty-five (45) consecutive days or less. Rental periods that exceed or are intended to exceed forty-five (45) consecutive days are not covered.
- You must rent a vehicle that is designed to accommodate nine (9) passengers or fewer.

#### **D. COVERAGE LIMITATIONS:**

We will pay the lesser of the following:

- The reasonable and customary cost of repairs and loss of use while the **Rental Car** is being repaired; or
- The **Actual Cash Value** of the **Rental Car** less salvage; or
- The Rental Car Maximum Benefit Amount indicated on the **Declaration Page**.

#### **E. EXCLUSIONS:**

Coverage does not apply to:

- Vehicles rented in Israel, Jamaica, or the Republic of Ireland or Northern Ireland;
- Vehicles not required to be licensed;
- All trucks, pickups, full-size vans mounted on truck chassis, jeep-type vehicles, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Vehicles used for commercial or livery use whether or not licensed for such use (commercial use includes hauling or transporting materials or goods necessary to or reasonably considered to be engaged in a commercial or livery use).
- Any person not designated in the **Rental Car Agreement** as an **Authorized Driver**.
- Exotic vehicles including; Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR.
- Any loss which occurs if You or anyone traveling with You is in violation of the **Rental Car Agreement**;
- Any loss not reported to the rental car agency;
- Failure to report the loss to the proper local authorities;
- Any vehicle used off maintained roadways.
- Misuse or abuse of vehicle when driven on roads that are not paved with cement or tarmac;
- Damage to any other vehicle, structure or person as a result of a covered loss;
- Any loss as the result of or attributed to driving the **Rental Car**: in a speed competition;
- Any loss as the result of or attributed to driving the **Rental Car**: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; or while using medication which recommends abstinence from driving;
- Any loss as the result of or attributed to driving the **Rental Car**: for illegal trade purposes, including the seizure of the vehicle by federal or state law enforcement officers as evidence in a case against You under Chapter 481 of the Texas Health and Safety Code or the Federal Controlled Substances Act;
- Any loss as the result of or attributed to driving the **Rental Car**: transporting contraband, including the seizure of the vehicle by federal or state law enforcement officers as evidence in a case against You under Chapter 481, of the Texas Health and Safety Code or the Federal Controlled Substances Act;
- Damages due and confined to: a) wear and tear; b) freezing; or c) mechanical or electrical breakdown or failure;
- Any dishonest act or conversion;
- Loss due to or as a consequence of: a) radiation contamination; b) discharge of nuclear weapon (even if accidental); c) (declared or otherwise); d) civil war; e) insurrection; or f) rebellion or revolution;
- Waiver or assumption of expenses by the rental car agency;

- Expenses covered under any other policy of insurance;
- Any contents within the vehicle;
- A **Rental Car Agreement** of more than forty-five (45) consecutive days.

#### **F. HOW TO FILE A CLAIM:**

To file a claim, You must contact the **Administrator** at 800-461-6920 or ts.claims@sevendcorners.com to request a claim form. You must report the claim within twelve (12) months of the loss.

A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at 303 Congressional Boulevard, Carmel, IN 46032 with:

1. Copy of the rental agreement (front and back).
2. Copy of valid driver's license (front and back).
3. Police report verifying that the vehicle was stolen, vandalized, or involved in a collision.
4. Any other documents the **Administrator** may reasonably request to validate a claim.

**Notice of Claim:** We shall, not later than the fifteenth (15<sup>th</sup>) day after receipt of such notice of a claim:

1. Acknowledge receipt of the claim;
2. Commence any investigation of the claim; and
3. Request from You or Your family member all items, statements, and forms that We reasonably believe, at that time, will be required. Additional requests may be made if, during the investigation of the claim such additional information is necessary.

If the acknowledgement of the claim is not made in writing, We will make a record of the date and content of the acknowledgement.

We will notify You in writing of the acceptance or rejection of the claim not later than the fifteenth (15<sup>th</sup>) business day (which is other than a Saturday, Sunday or holiday) after the date We receive all items, statements and forms required in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within fifteen (15) business days after We receive all items, statements and forms required, We will notify You within such fifteen (15) business days. The notice provided must give the reasons that We need additional time. Not later than the forty fifth (45<sup>th</sup>) day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

Except as otherwise provided, if We delay payment of a claim following its receipt of all items, statements and forms reasonably requested and required for more than sixty (60) days, We will pay, in addition to the amount of the claim eighteen percent (18%) per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

**Payment of Claim:** If We notify You that We will pay a claim or part of a claim, We will pay the claim not later than the fifth (5<sup>th</sup>) business day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth (5<sup>th</sup>) business day after the date the act is performed.

Benefits payable under this **Policy** for any loss will be paid upon receipt of proof of such loss and all required information necessary to support the claim.

Benefits will be payable directly to the rental car agency, as shown on your **Rental Car Agreement**.

#### **G. CANCELLATION AND NON-RENEWAL:**

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium on a pro-rata basis.
- b. Cancelled by Us or Our designated representative as follows:

- i. For non payment of premium. If We cancel coverage, We will send You written notification at least ten (10) days in advance of cancellation;
- ii. For any other reason. If We cancel coverage, We will send You written notification at least thirty (30) days in advance of cancellation.
- c. Coverage will not end solely because You are an elected official in Texas.

#### **H. GENERAL PROVISIONS:**

**Dispute Resolution – Arbitration:** If there is an unresolved dispute between You and United State Fire Insurance Company concerning this **Policy** You and Us can enter into binding arbitration. Under this Arbitration provision, You give up your right to resolve any dispute arising from this **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or United State Fire Insurance Company must make a written demand to the other party for arbitration. This demand must be made within two (2) years of the earlier of the date the loss occurred or the dispute arose. You and United State Fire Insurance Company will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." You will pay the expense of the arbitrator You selected and We will pay the expense of the arbitrator We selected. The expense of the umpire will be shared equally by You and United State Fire Insurance Company. Arbitration will take place in Texas unless You and United State Fire Insurance Company both mutually agree on an alternate. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Policy**.

**Conformity of Statute:** Any parts of this **Policy** that are in conflict with the state laws where this **Policy** is issued are automatically changed to conform to the minimum requirements of such laws.

**Legal Actions.** No action at law or in equity shall be brought to recover under this **Policy** prior to the expiration of ninety (90) days after proof of loss has been furnished in accordance with the requirements of this coverage.

**Misrepresentation and Fraud:** Benefits may be denied or reduced, whether before or after a loss, if You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You therein.

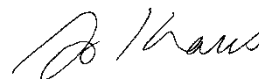
SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call United States Fire Insurance Company's toll-free telephone number for information or to make a complaint at:

**[1- 800-392-1970]**

You may also write to United States Fire Insurance Company at:

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

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY.**

This Notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de United States Fire Insurance Company para obtener información o para presentar una queja al:

**[1- 800-392-1970]**

Usted también puede escribir a United States Fire Insurance Company:

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

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER  
THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, **ONLY** if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

## **PRIVACY POLICY AND PRACTICES**

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

### **Your Privacy is Our Concern**

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

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

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

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

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

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

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

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

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

### **How to contact Us**

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

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

When used throughout this document “Company”, “Our”, “We”, or “Us” means:  
**United States Fire Insurance Company**

## **GRIEVANCE PROCEDURES**

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

### **DEFINITIONS**

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

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

### **INFORMAL GRIEVANCE PROCEDURE**

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

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

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

### **FORMAL GRIEVANCE PROCEDURE**

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

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

#### **First Level Review**

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

#### **Grievance**

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

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

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

#### Second Level Review

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

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

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

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

The panel must be comprised of persons who:

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

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

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

Grievance

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

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

## EXPEDITED REVIEW

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

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

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

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

## Disclosure Notice:

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

### **What A Travel Retailer May Do:**

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf;
5. Receiving/recording information to share with us;

### **What A Travel Retailer May Not Do:**

The Travel Retailer's employees:

1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

### **Definitions**

**"Travel Insurance"** means coverage for personal risks incidental to planned travel, including one or more of the following:

Interruption or cancellation of a trip or event;  
Loss of baggage or personal effects;  
Damage to accommodations or rental vehicles; or  
Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

**"We, Us or Our"** means Seven Corners, Inc.

**DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]**

1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
  - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
  - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

**DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]**

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

**DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]**

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.