

## CERTIFICATE OF INSURANCE

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

Travelex Travel Net Land, Sea & Sky Protection Plan Product ID: TNC 0110

This Certificate of Insurance describes the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. Please refer to the state mandate document attached to Your Confirmation of Coverage for any state specific terms that may apply.

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

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

Benefits	Limit Per Person
Trip Cancellation	Total Trip Cost
Trip Interruption	Total Trip Cost
Trip Delay	\$750
Baggage/Personal Effects	\$1,000
Baggage Delay	\$250
Accident Medical Expense	\$25,000
Sickness Medical Expense	\$25,000
Evacuation/Repatriation	\$150,000
AD&D - Air Common Carrier	\$25,000
Travel Assistance Services	Included

1. Death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Family Member;
2. A covered Sickness or Injury involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
5. Bankruptcy or Default of an airline or cruise line, or tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your Effective Date. Your Scheduled Departure Date must be no more than 12 months beyond 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 3 days of Your final payment for the Covered Trip and for the full cost of the Covered Trip.
6. Strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
7. Weather that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
8. Felonious Assault on You or on Your Traveling Companion within 10 days of the Scheduled Departure Date or during Your Covered Trip;
9. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
10. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
11. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This benefit only applies if the Policy has been purchased within 3 days of Your final payment for the Covered Trip and for the full cost of the Covered Trip;
12. Revocation of Your previously granted 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. This benefit only applies if the Policy has been purchased within 3 days of Your final payment for the Covered Trip and for the full cost of the Covered Trip.

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### SECTION I. COVERAGES

#### TRIP CANCELLATION OR TRIP INTERRUPTION

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

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

Provided such circumstances occurred after Your Effective Date.

If You must reschedule the Covered Trip due to a covered reason or Your Travel Supplier cancels Your Covered Trip, You are eligible for benefits 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 the Covered Trip including the air.

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

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

### Single Supplement

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

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

### For Trip Interruption only:

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

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and You must extend Your Covered Trip with additional hotel nights, benefits will pay up to \$150 per day and limited to 10 days due to medically imposed restrictions, as certified by a Legally Qualified Physician.

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

### TRIP DELAY

If You are delayed for 5 hours or more while en route to or from a Covered Trip, due to:

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

Benefits will be paid up to the Maximum Benefit Amount for:

1. The Additional Transportation Cost from the point where You were delayed to a destination where You can join the Covered Trip;
2. The Additional Transportation Cost to return You to Your originally scheduled return destination;
3. Reasonable accommodation and meal expenses up to \$150 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source; and

4. The unused, non-refundable portion of the prepaid expenses for the Covered Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source.

If You are delayed by a Common Carrier while en route to Your return destination after the Covered Trip is completed and You have placed Your cat or dog in a kennel for the duration of the Covered Trip and You are unable to collect them on the day previously agreed with the kennel, benefits will be paid at \$25 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.

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

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

### BAGGAGE AND PERSONAL EFFECTS

For the purposes of this Benefit:

"Baggage and Personal Effects" means goods being used by an Insured during a Covered Trip.

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

The lesser of the following amounts will be paid:

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

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

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

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

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

## ACCIDENT MEDICAL EXPENSE

For the purpose of this benefit:

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

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

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of an accidental Injury that occurs during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

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

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

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

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

## SICKNESS MEDICAL EXPENSE

For the purposes of this benefit:

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

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

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness that first manifests itself during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

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

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

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

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

## 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 a Covered Trip, the following benefits are payable, up to the Maximum Benefit Amount.

### 1. For Emergency Medical Evacuation:

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

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

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

### 2. For Medical Repatriation:

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

Transportation must be via the most direct and economical route.

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

### 3. For Return of Remains:

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

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

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

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

## COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT

You are eligible for benefits up to the Maximum Benefit Amount shown when You sustain covered Injuries: (a) received while a passenger (not as a pilot, operator or member of the crew) riding in, boarding or alighting from a public conveyance provided by a Common Carrier; and (b) resulting in any of the following losses within 180 days from the date of the accident. Benefits will be paid as follows:

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

**Loss of hand or hands, or foot or feet**, means severance at or above the wrist joint or ankle joint, respectively. **Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

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

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

## EXPOSURE AND DISAPPEARANCE

If, while insured under this benefit, You are unavoidably exposed to the elements because of a covered accident and suffer a loss for which benefits are payable under this benefit, such loss will be covered.

If, while insured under this benefit, You are in an accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which he or she is covered by this benefit, and if his or her 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 he or she suffered loss of life as a result of those Injuries.

## SECTION II. DEFINITIONS

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

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

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

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

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

**“Default”** means a material failure or inability to provide contracted services.

**“Domestic Partner”** means a person who is at least eighteen years of age and can show: (a) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; (b) evidence of continuous cohabitation throughout the 180 day period prior to the Insured's Effective Date of the Plan; and (c) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**“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 the Covered Trip.

**“Effective Date”** means the date shown on Your Confirmation of Coverage.

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

**“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.

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

**“Insured”** means the person who purchased the Covered Trip and who has paid the required plan cost for the protection plan provided herein, and also referred to as You and Your.

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

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

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

**“Medical Treatment”** means treatment advice or consultation by a Legally Qualified Physician.

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

**“Pre-existing Condition”** means any disease, illness, Sickness, malady or condition of You, or Traveling Companion, or You and/or Your Traveling Companion's Family Member, or Your Business Partner for which medical advice, diagnosis, consultation, or treatment was received from a Legally Qualified Physician within 60 days prior to the Effective Date of coverage, and would cause a reasonable person to seek diagnosis, care, or treatment.

**“Published Penalties”** means any published cancellation penalties issued by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of the Covered Trip sale. You must be in the Travel Supplier's penalty period. The maximum amount reimbursable under the travel agency's Published Penalties is 10% of the Covered Trip cost (excluding taxes and other non-commissionable items) or 10% of the amount You have paid, whichever is less. Maximum payable under any one claim is the Covered Trip cost, excluding taxes and other non-commissionable items.

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

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

**“Sickness”** means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the Effective Date of insurance and while You are covered under the Policy.

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

**“Terrorist Incident”** means an incident deemed a terrorist act by the United States Government that causes property damage and loss of life.

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

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

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

**“Traveling Companion”** means a person or persons with whom a covered person has coordinated Travel Arrangements and intends to travel with during the Covered Trip.

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

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

## SECTION III. INSURING PROVISIONS

Your Term of Coverage:

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

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

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

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

## SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes or other special equipment);
6. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving if the depth exceeds 130 feet or if You are not certified to dive and a dive master is not present during the dive or deep sea diving;
7. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. received as a result or consequence of being Intoxicated, as specifically defined in the Policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
9. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
10. due to normal childbirth, normal pregnancy through the first 6 months of pregnancy or voluntarily induced abortion;
11. for dental treatment (except as coverage is otherwise specifically provided herein);
12. which exceeds the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Coverage; or
13. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased within 3 days from the time the final Covered Trip payment is paid and for the full cost of the Covered Trip. You must be medically fit to travel at the time the plan was purchased.

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

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

The term Baggage and Personal Effects does not include:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
7. bicycles (except when checked as baggage with a Common Carrier);
8. household effects and furnishings;
9. antiques and collectors items;
10. sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
11. prosthetic limbs;
12. prescribed medications;

13. keys, money, credit cards (except as coverage is otherwise specifically provided herein);
14. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
15. professional or occupational equipment or property, whether or not electronic business equipment; or
16. telephones, computer hardware or software.

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

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

## SECTION V. GENERAL PROVISIONS

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

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

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

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

All claims will be paid within 30 days after receipt of due written proof of loss. If the Company has not paid the claim within this timeframe, the Company will pay interest at the rate of 9% from the 30th day after receipt of all necessary proof of loss, to the date of payment. The Company will not pay interest amounting to less than one dollar.

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

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

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

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

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

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

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

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

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

### Additional Claims Provisions Specific to Baggage

**Your Duties After Loss of or Damage to Property or Delay of Baggage:** In case of loss, theft, damage or delay of baggage or personal effects, 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) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- e) be examined, if requested.

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

## SECTION VI. COORDINATION OF BENEFITS

### Applicability

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

## TRAVELEX TRAVEL ASSISTANCE 24 HOUR WORLDWIDE ASSISTANCE SERVICE

### ON CALL INTERNATIONAL

A 24-hour emergency telephone assistance service is available for Your benefit so that, in the event of an emergency while on the Covered Trip, English speaking help and advice may be furnished to You.

### PART I - TRAVELER'S ASSISTANCE

On Call International multilingual staff can assist You in solving a variety of unexpected complications during the Covered Trip such as lost tickets or belongings. If necessary, On Call International may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided.

### PART II - MEDICAL ASSISTANCE

If a medical emergency arises during travel, On Call International may help You find local medical care. Physicians and hospitals worldwide can contact On Call International to confirm coverage and, if required, help You arrange immediate settlement of medical expenses resulting from an Injury during the Covered Trip. On Call International will coordinate emergency medical situations, with Your home physician and arrange Emergency Medical Evacuation services.

### PART III - EMERGENCY CASH TRANSFER

On Call International can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Covered Trip.

**NOTE:** Problems of distance, information and communication make it impossible for United States Fire Insurance Company, Travelex Insurance Services, On Call International, or U.S. Fire Claims Administration to assume any responsibility for the availability, quality, use or result of any emergency service. In all cases, You are still responsible for obtaining, using and paying for Your own required services of all types.

Please refer to Your Confirmation of Coverage for emergency travel assistance phone numbers or reference the information below.

**For emergency travel assistance please contact:**

On Call International  
1-866-525-1952  
Available 24 hours a day, 7 days a week

## CLAIMS PROCEDURE

To facilitate prompt claims settlement:

**TRIP CANCELLATION CLAIMS:** IMMEDIATELY Call Your Travel Supplier and the Claims Administrator to report Your cancellation and avoid non-covered expenses due to late reporting. The Claims Administrator will then advise You on how to obtain the appropriate form to be completed by You and the attending physician.

**INTERRUPTION:** Obtain medical statements from the doctors in attendance in the country where Sickness or accident occurred. These statements should give complete diagnosis, stating that the Sickness or accident prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY CLAIMS:** Obtain receipts for any additional expenses (i.e.: meals/lodging, etc.) and submit with written documentation from the source which caused the delay for verification (i.e.: Common Carrier, police report for traffic accident, etc.).

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment. Provide a copy of their final disposition of Your claim.

**BAGGAGE:** In case of loss, theft, or damage to personal belongings, immediately contact the hotel manager, tour guide or representative, transportation official, or local police; report occurrence and obtain a written statement. Submit claim first to party responsible (i.e.: airline, hotel, etc.). Provide a copy of the outcome of Your claim, along with the written loss statements, receipts, etc.

**For plan inquiries please contact Customer Service:**

1-888-616-6799  
Mon-Fri 8:00 am - 5:00 pm CST

**For all claim inquiries:**

refer to Your Brochure Number: TNC 0110 and  
Your Confirmation Number found on Your Confirmation of Coverage

**To initiate a new claim visit:**

<https://www.travelclaimsonline.com/tnt>

**For questions or status inquiries contact:**

Claims Administrator:  
U.S. Fire Claims Administration  
Travelex Travel Claims  
P.O. Box 6866  
Shawnee Mission, KS 66206  
1-800-419-4780  
Mon-Fri 7:30 am - 5:00 pm CST

## PROTECTION PLAN STATE EXCEPTIONS

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

### FLORIDA

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

### ILLINOIS

The following statement is added to the Time of Payment of Claims:

All claims will be paid within 30 days after receipt of due written proof of loss. If the Company has not paid the claim within this timeframe, the Company will pay interest at the rate of 9% from the 30th day after receipt of all necessary proof of loss, to the date of payment. The Company will not pay interest amounting to less than one dollar.

### KANSAS

Under the General Provisions, "Subrogation" does not apply to reimbursement of medical, surgical, hospital or funeral expenses. "Legal Actions" is amended to read "5-years". The following exclusion is added to read as follows: 15. due to Mental or Nervous Conditions, unless hospitalized.

"Mental or Nervous Conditions" means disorders specified in the diagnostic and statistical manual of mental disorders, fourth edition, (DSM-IV, 1994) of the American Psychiatric Association but shall not include conditions not attributable to mental disorders that are a focus of attention or treatment (DSM-IV, 1994).

The definition of Usual and Customary means, for charges incurred in the United States:

- a) charges and fees for medical services or supplies that are the lesser of: the usual charge by the provider for the service or supply given; or the average charges for the service or supply in the area where the service or supply is received; and
- b) Treatment and medical service that is reasonable in relationship to the service or supply given and the severity of the condition.

Usual and Customary charges are calculated using the national database in Ingenix, Inc. or similar provider. Ingenix and similar providers update the data every 6 months.

For Charges incurred outside the United States, payment is based on billed charges that the Company receives proof of the service or supply being given.

The definition of Physician is amended to read:

Legally Qualified Physician" means a physician: (a) other than You 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.

### LOUISIANA

The provision Concealment and Misrepresentation is amended to read:

Concealment and Misrepresentation: The entire coverage will be void, if when applying for coverage, You made a fraudulent statement or misrepresentation with the intent to deceive. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment, or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

The provision Subrogation is amended to read:

Subrogation: If the Company makes any payment under this policy and the person to or for whom payment is made has a right to recover damages from another, the company shall be subrogated to that right. However, the Company's right to recover is subordinate to Your right to be fully compensated.

The provision entitled Legal Actions is amended to read:

Legal Actions: No legal action for a claim can be brought against the Company until 45 days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

### NEW HAMPSHIRE

The definition of "Family Member" is amended to read:

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

The definition of "Hospital", is amended to read:

"Hospital" means (a) a place that operates according to law in the state where it is located; and b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Proof of Loss" is amended to read:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible.

## **SOUTH DAKOTA**

In the provision entitled "Legal Actions", the 3 year time period is amended to read "6-years". The exclusion that states: "received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;" does not apply to South Dakota residents except to the extent that the action is a felony or attempted felony.

Regarding any covered emergency dental expenses, "sound natural teeth" means a person's natural teeth that are considered sound prior to the accident. Minor dental work on a tooth, including fillings will not, by itself, cause the tooth to be considered unsound or not natural.

## **TEXAS**

The provision entitled "Notice of Claim" is amended by the addition of the following paragraphs:

The Company shall, not later than the 15th day after receipt of such notice of a claim:

acknowledge receipt of the claim; commence any investigation of the claim; and request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

If the acknowledgement of the claim is not made in writing, the Company shall make a record of the date, means, and content of the acknowledgement.

The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a Claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim.

Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent 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.

"Business Day" means a day other than a Saturday, Sunday, or holiday recognized by Texas.

The provision entitled "Payment of Claim" is amended by the addition of the following paragraph:

If the Company notifies a claimant that the Company will pay a claim or part of a claim, the Company shall pay the claim not later than the fifth business day after the notice has been made. If the claimant conditions payment of the claim or part of the claim on the performance of an act, the Company shall pay the claim not later than the fifth business day after the date the act is performed.

The "Proof of Loss" provision is amended to read:

The Claimant must send the Company, or its designated representative, proof of loss within ninety-one (91) days after a covered loss occurs or as soon as reasonably possible.

Section III, INSURING PROVISIONS, is amended by the addition of the following: Coverage will not end solely because a person becomes an elected official in Texas.

## **UTAH**

The definition of Family Member is amended to include a child placed for adoption with the Insured.

The provision entitled Proof of Loss is amended to read:

Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss does not bar recovery under the policy if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

The provision entitled Time of Payment of Claim is amended to read:

The Company, or its designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

## **WASHINGTON**

The AD&D benefit is payable 365-days from the date of the accident.

General Limitations and Exclusions For All Benefits:

Intoxication is not an allowable exclusion, only alcoholism and drug addiction.

Pre-existing Conditions, is not applicable to the Medical Evacuation or the Medical Repatriation benefits.

Nuclear disaster, is not applicable to the following benefits: (a) 24-Hour AD&D; or (b) AD&D-Flight Only; or (c) Accidental Medical Expense; or (d) Sickness Medical Expense.

## **WEST VIRGINIA**

The following exclusions are amended to read as follows:

7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving if the depth exceeds 130 feet or if the Insured is not certified to dive and a dive master is not present during the dive; or deep sea diving;

14. due to a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) coverage purchased within 3 days from the time of final payment of the Insured's Covered Trip and if the Insured is medically able to travel when payment is made for the insurance and has not filed a claim for Trip Cancellation due to a pre-existing condition within 180 days of their Effective Date.

## **WISCONSIN**

The provision entitled "Subrogation is amended to read:

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

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