

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

**INDIVIDUAL TRAVEL PROTECTION INSURANCE POLICY**

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

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

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

**15 Day Look Period**

If You are not satisfied for any reason, You may cancel this policy within 15 days of the Effective Date of Your coverage by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this policy. When so returned, all coverages under this policy are invalid from the beginning.

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## TABLE OF CONTENTS

	<b>SCHEDULE OF BENEFITS</b>
<b>SECTION I</b>	<b>COVERAGE PROVISIONS</b>
<b>SECTION II</b>	<b>WHEN COVERAGE BEGINS AND ENDS</b>
<b>SECTION III</b>	<b>EXTENSION OF COVERAGE</b>
<b>SECTION IV</b>	<b>TRAVEL ARRANGEMENT PROTECTION</b>
<b>SECTION V</b>	<b>PROTECTION FOR YOUR BELONGINGS</b>
<b>SECTION VI</b>	<b>GENERAL DEFINITIONS</b>
<b>SECTION VII</b>	<b>EXCLUSIONS AND LIMITATIONS</b>
<b>SECTION VIII</b>	<b>HOW TO FILE A CLAIM</b>
<b>SECTION IX</b>	<b>GENERAL PROVISIONS</b>

## SCHEDULE OF BENEFITS

No benefits will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

<b>SECTION IV Travel Arrangement Protection Benefits</b>	<b>Maximum Benefit Amount</b>
Medical Evacuation and Repatriation of Remains Emergency Medical Evacuation Medical Repatriation Repatriation of Remains Hospital of Choice (in U.S. only)  Additional Medical Evacuation Transportation to Join You	up to \$500,000 Included Included Included Included  \$500 per day up to 1 day
Medical Evacuation and Repatriation Extension	Included
Additional Evacuation Benefit Baggage Return	up to \$250 per day, 2 days
<b>SECTION V Protection For Your Belongings Benefit</b>	
Baggage Delay up to 24 hours	up to \$100
T7000IP-SOB	

## SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Eligibility for purchase of this policy will be determined at the time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this policy will be refunded. Coverage is only available for persons under age 65. Coverage is only available for persons who are residents of the United States of America.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

**This is Your Effective Date and time for All Coverages:** Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

### When Coverage Ends:

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

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

## SECTION III EXTENSION OF COVERAGE

### Medical Evacuation and Repatriation Extension

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

## SECTION IV TRAVEL ARRANGEMENT PROTECTION

### MEDICAL EVACUATION AND REPATRIATION OF REMAINS

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

### Emergency Medical Evacuation

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

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

### Medical Repatriation

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

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

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

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

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

**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your Primary Residence. The maximum amount payable is limited to the cost of transportation to Your Primary Residence.

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

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

#### **Repatriation of Remains**

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

Repatriation Expenses means:

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

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

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

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

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

### ADDITIONAL MEDICAL EVACUATION

**Transportation to Join You:** If You are or will be Hospitalized for more than 14 consecutive days following or unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during Your Trip, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation or Medically Necessary Repatriation is not imminent.

You must provide all receipts for all covered expenses incurred during the stay.

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

### ADDITIONAL EVACUATION BENEFIT

**Baggage Return:** If You are evacuated, as covered under this policy, and Your Baggage doesn't accompany You during evacuation, We will reimburse You or Your Travel Supplier, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for any cost associated with transporting Your Baggage to:

- (a) the location You were evacuated to; or
- (b) Your Return Destination or Scheduled Destination in case of a one-way Trip.

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

## SECTION V PROTECTION FOR YOUR BELONGINGS

### BAGGAGE DELAY

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by You while on Your Trip, if Your checked Baggage is delayed for at least 24 consecutive hours or more from Your time of arrival at a Scheduled Destination other than Your Return Destination.

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

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

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

## SECTION VI GENERAL DEFINITIONS

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

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

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

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

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 6 months:

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

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

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this policy, or if not specifically outlined therein, the date You paid the total required premium for the coverage.

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

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

**Hospital** means a facility that:

- a. is operated according to law for the care and treatment of sick or Injured people;
- b. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- c. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- d. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- e. operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility;
- f. is supervised by one or more Physicians available at all times.

A **Hospital** does not include:

1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
2. a facility which primarily treats drug, marijuana or alcoholism addictions;
3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes;
4. any military or veterans Hospital or soldier's home or any Hospital contracted for or operated by a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is made.

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

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

**Inpatient** means a person:

- a) who is confined in a Hospital as a registered bed patient overnight and
- b) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

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

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

- a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- b) meets generally accepted standards of medical practice;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

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

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

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

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

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

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

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

**Scheduled Trip Departure City** means the city from which You are originally scheduled to depart on the Trip where the scheduled tour or cruise on which You are to participate originates.

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

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

Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

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



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

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

**Travel Assistance Services Provider** means TME Travel Insurance and its designated assistance providers.

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

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

**Trip** means a scheduled Trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date. Your Trip does not exceed 21 consecutive days.

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

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

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

**Willful** means deliberate or intentional.

**You, Your** means the person that is scheduled to participate on a Trip; for whom any required enrollment has been completed and the required premium has been paid.

## **SECTION VII EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to You.

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

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane.
2. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the policy specifically provides otherwise;
5. participation in a Civil Disorder or Riot, or insurrection;
6. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such

cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the policy;

7. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. gross negligence, or Willful and Wanton conduct by You or Your Traveling Companion.

#### **EXCLUSIONS AND LIMITATIONS apply to Baggage Delay**

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

- a. bicycles, except when checked as baggage with a Common Carrier.
- b. antiques and collectors' items;
- c. artificial limbs or other prosthetic devices;
- d. keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- e. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- f. professional or occupational equipment or property, whether or not electronic business equipment;
- g. telephones or wireless devices; computer hardware or software;
- h. computers (including personal computers and laptops), digital or electronic equipment or media;
- i. contraband.

#### **Losses not covered:**

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

- a. breakage of brittle or fragile articles;
- b. confiscation or appropriation by order of any government or custom's rule;
- c. property illegally acquired, kept, stored or transported;
- d. Your negligent acts or omissions;
- e. property shipped as freight or shipped prior to the Scheduled Departure Date.

#### **MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the policy.

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

### **SECTION VIII HOW TO FILE A CLAIM**

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days but no later than 1 year after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You.

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

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

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

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

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly if both are living or the surviving parent if only one survives;
4. Your brothers and sisters jointly; or
5. Your estate.

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

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

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

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

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

## SECTION IX GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AMENDATORY ENDORSEMENTS**

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

**ALASKA**

The policy is hereby amended for Alaska as follows:

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

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

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

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

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

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

3. activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of marijuana, illegal drugs or substances are excluded from coverage. Activities, losses, or claims involving or resulting from the possession, production, processing, sale, or use of alcohol are also excluded from coverage if such possession, production, processing or sale of alcohol is illegal in the state or jurisdiction where You are located at the time of the incident; or if the use of alcohol either: 1.) is illegal in the state or jurisdiction where You are located at the time of the incident, or 2.) causes You to become Intoxicated. For purposes of this exclusion, "Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

4. When included with the "Excess Insurance" limitation, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

**Excess Insurance:** Insurance provided by this policy shall be in excess of all valid and collectible primary insurance or indemnity and all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis. If at the time of the occurrence of any loss payable under this policy there is valid and collectible insurance or indemnity in place that provides coverage on a primary basis or provides coverage on a basis that is not excess, We shall be liable only for the excess of the amount of loss, over the amount of such insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

**T7000I-AE.AK**

## ARKANSAS

The policy is hereby amended for Arkansas as follows:

1. The **Legal Actions Against Us** provision appearing in General Provisions is deleted and replaced as follows:  
**Legal Actions:** All policy terms will be interpreted under the laws of the state in which the policy was issued. A legal action or suit for a claim may be brought against Us within the time allowed by law.
2. The **Subrogation** provisions appearing in **General Provisions** are amended to include this sentence at the end of the provisions (whenever either provision is included):  
We are entitled to recovery only after You have been fully compensated for the loss sustained.

## T7000I-AE.AR

## CALIFORNIA

The policy is hereby amended for California as follows:

1. The Who is Eligible for Coverage provision of the Coverage Provisions section is deleted in its entirety and replaced with the following:  
A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Coverage is only available for person under the age of 65. Coverage is only available for persons who are residents of the United States of America.
2. The Domestic Partner definition in the General Definitions section is deleted in its entirety and replaced with the following:  
**Domestic Partner** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and at the time of the filing of this document, the following requirements are met:
  - (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
  - (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state
  - (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.
  - (d) Either of the following:
    - (i) Both persons are members of the same sex.
    - (ii) One or both persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
  - (e) Both persons are capable of consenting to the domestic partnership.
3. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced with the following:  
**Injury(ies)/Injured** means an accidental bodily injury for which the proximate cause is an Accident occurring while Your coverage under this policy is in force. The injury(ies) requires examination and treatment and must be verified by a Physician.
4. The Medically Necessary definition in the General Definitions section is deleted and replaced with the following:  
**Medically Necessary** means that a treatment, service, or supply:
  - a) required to treat an Injury or Sickness;
  - b) meets generally accepted standards of medical practice where the service is rendered;
  - c) is ordered by a Physician and performed under his or her care, supervision, or order; or
  - d) is not used for the convenience of You, Physician, other providers, or any other person.
5. The Spouse definition in the General Definitions section is deleted and replaced with the following:

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

6. The Usual and Customary definition in the General Definitions section is deleted and replaced with the following:  
**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the country region, and city where treatment, services or supplies are provided or performed.
7. The 1<sup>st</sup> sentence of the **benefit-specific, exclusion** provision in the Exclusions and Limitations section is deleted and replaced the following:  
  
We will not pay for any loss or expense for which the proximate cause was from:
8. The Subrogation provision(s) in the General Provisions section are deleted in their entirety.

#### **T7000IP-AE.CA**

### **COLORADO**

The policy is hereby amended for Colorado Residents as follows:

1. The following provisions are hereby added to the policy:  
**Time of Payment of Claims:** Payment for any loss (other than losses for which the policy provides periodic payment) will be paid immediately upon receipt of due written proof of loss. If the policy provides for a periodic payment, it will not be paid less frequently than monthly. Any balance remaining unpaid upon the termination of liability when the policy provides periodic payment will be paid immediately upon receipt of due written proof.
2. The “Notice of Claim” provision in the “How to File a Claim” section of the policy is hereby deleted and replaced with the following:  
**Notice of Claim:** Written notice for a claim brought under the policy must be reported to Us or Our authorized representative within 20 days, but no later than 1 year, after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice at Us or Our authorized representative at Our administrative office. The notice should include sufficient information to identify You.
3. The “Disagreement Over Size of Loss” provision in the “How to File a Claim” section of the policy is hereby void and shall have no effect.
4. The “Concealment and Misrepresentation” provision in the “General Provisions” section of the policy is hereby deleted and replaced with the following:  
**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or intentionally misrepresented.
5. If included, the general exclusion regarding suicide, attempted suicide or any intentionally self-inflicted injury is hereby deleted and replaced with the following:
  1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You;

#### **T7000I-AE.CO**

### **CONNECTICUT**

The policy is hereby amended for Connecticut as follows:

1. The Subrogation provision in **GENERAL PROVISIONS** section is deleted and revised as follows:  
**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right as permitted by law. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss, as permitted by law.
2. In the **EXCLUSIONS AND LIMITATIONS** section, the general exclusion regarding suicide, which is applicable to all losses and all benefits, is deleted and revised as follows:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You or a Family Member (Family Member does not include Your Spouse, child(ren), or other dependent relative who resides in Your household.), while sane or insane. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;

**T7000I-AE.CT**

Rev. 10.2021

## **DISTRICT OF COLUMBIA**

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

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

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

**T7000I-AE.DC**

## **FLORIDA**

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

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

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

**T7000I-AE.FL**

## **GEORGIA**

The policy is hereby amended for Georgia as follows:

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

**Other Insurance with Us:** (1.) You may be covered under only one travel policy with Us for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the beneficiary or estate will make the selection. The entire premium that You paid for each policy that will not remain in effect shall be refunded to You.

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

2. The following provision is hereby added:

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

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



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

## T7000I-AE.GA

### IDAHO

The policy is hereby amended for Idaho as follows:

1. The following is hereby added to the policy:

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

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043  
1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

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

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

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

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

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

## T7000I-AE.ID

### KANSAS

The policy is hereby amended for Kansas as follows:

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

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

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

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

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

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

**Time of Payments of Claims:**

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

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

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

## T7000I-AE.KS

### LOUISIANA

The policy is hereby amended for Louisiana as follows:

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

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

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

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

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

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right, provided You have been made whole. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss, provided You have already been made whole for that loss. The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

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

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

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

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

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

- a) Spouse;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians, or guardians;
- e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;
- g) aunts or uncles;
- h) nieces or nephews; step- nieces or step- nephews.

## T7000I-AE.LA

## MAINE

The policy is hereby amended for Maine as follows:

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

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

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

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

4. The following is hereby added to the policy:

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

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

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

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

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

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

Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

## T7000I-AE.ME

## MICHIGAN

The policy is hereby amended for Michigan as follows:

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

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

required to be furnished.

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

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

#### **T7000I-AE.MI**

### **MINNESOTA**

The policy is hereby amended for Minnesota as follows:

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

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

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

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

3. The following is added as an additional paragraph to the **Subrogation** provision in the **General Provisions** section:

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

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

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

#### **T7000I-AE.MN**

### **NEVADA**

The policy is hereby amended for Nevada as follows:

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

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

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

#### **T7000I-AE.NV**

### **NEW HAMPSHIRE**

The policy is hereby amended for New Hampshire as follows:

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

**Concealment and Misrepresentation:** The entire coverage will be cancelled if You knowingly either concealed or

misrepresented any material fact or circumstance relating to this insurance before, during or after a loss. If more than one person is covered by this policy, the cancellation shall not apply to any covered person who did not knowingly either conceal or misrepresent any material fact or circumstance relating to this insurance before, during or after a loss.

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

**Cancellation by the Company:** If the policy is cancelled by the Company pursuant to the Concealment and Misrepresentation provision, the cancellation shall not take effect unless We first physically (not electronically) deliver or mail to You at Your address a written notice of the cancellation. Such notice shall:

I.) State the date on which such cancellation shall become effective. The effective date shall not be less than 45 days after the date the notice is mailed or delivered to You provided however, the effective date may be 10 days from the date of mailing or delivery when the policy is not a renewal policy and the cancellation notice is mailed or delivered within 90 days of the policy's effective date.

II.) State the specific reason or reasons of for the cancellation or be accompanied by a statement that upon Your written request, mailed or delivered to Us not less than 10 days prior to the effective date of cancellation, We will specify the reason or reasons for such cancellation. If requested, We shall supply such information within 5 days of Our receipt of such a request.

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

4. The "Misstatement of Age" provision, located within the "General Provisions" section of the policy, is hereby deleted and replaced with the following:

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

5. If included, the "Who Is Eligible For Coverage" provision, located within the Coverage Provisions section of the policy, is hereby deleted and replaced with the following:

**Who Is Eligible For Coverage**

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

**T7000I-AE.NH**

**NORTH DAKOTA**

The policy is hereby amended for North Dakota as follows:

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

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

2. In Section VII, "Exclusions and Limitations," the general exclusion regarding the commission of or attempt to commit a felony is deleted and replaced with the following:

6. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence and all innocent coinsureds are still eligible to have their loss or losses covered under the policy.

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

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

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

#### T7000I-AE.ND

### OKLAHOMA

The policy is hereby amended for Oklahoma as follows:

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

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

#### T7000I-AE.OK

### RHODE ISLAND

The policy is hereby amended for Rhode Island as follows:

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

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

2. If included, the “Subrogation” provision is hereby deleted and replaced with the following:

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

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

The definition of **Family Member** in **General Definitions** section is deleted and replaced as follows:

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

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

#### T7000I-AE.RI

### SOUTH CAROLINA

The policy is hereby amended for South Carolina as follows:

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

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724  
Phone Number: 1-800-392-1970

#### T7000I-AE.SC

## SOUTH DAKOTA

The policy is hereby amended for South Dakota as follows:

1. The last sentence of the **Legal Actions Against Us** provision appearing in **GENERAL PROVISIONS** section is deleted and replaced as follows:  
No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.
2. The **Disagreement Over Size of Loss** provision, located within the **How to File a Claim** section of the policy, is void and will have no effect.

**T7000I-AE.SD Rev 7.30.2020**

## TENNESSEE

The policy is hereby amended for Tennessee as follows:

1. The "Maximum number of Insureds" provision in "Coverage Provisions" of the policy is hereby deleted in its entirety.
2. The "Notice of Claim" provision in "How To File A Claim" section of the policy is hereby deleted and replaced with the following:

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You.

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

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

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

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

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

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

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

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

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

**T7000IP-A&H-AE.TN**

## TEXAS

The policy is hereby amended for Texas as follows:

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

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

2. The “Disagreement Over Size of Loss” provision, located within the “How to File a Claim” section of the policy, is void and will have no effect.
3. The “Proof of Loss” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

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

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

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

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

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

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

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

## T7000I-AE.TX

## UTAH

The policy is hereby amended for Utah as follows:

1. The “**Disagreement Over Size of Loss**” provision, located within the “**How to File a Claim**” section is void and will have no effect.
2. The **Proof of Loss** provision appearing in “**How To File A Claim**” section is amended to include the following sentence at the end of the provision:

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

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

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

4. The general exclusion which reads “participation in a Civil Disorder or Riot, or insurrection” and the general exclusion which begins with “the commission of or attempt to commit a felony or being engaged in an illegal occupation” are hereby deleted and replaced with the following:
  5. voluntary participation in a Civil Disorder or Riot, or insurrection;
  6. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of



violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the policy.

#### T7000I-AE.UT

### VERMONT

The policy is hereby amended for Vermont as follows:

1. The **Disagreement Over Size of Loss** section of **How to File a Claim** provision is void and will have no effect.
2. The **Concealment and Misrepresentation** provision under **General Provisions** is deleted and replaced as follows:  
**Fraud and Material Misrepresentation:** The entire coverage will be void if the policy was obtained through fraud or material misrepresentation. The policy may be cancelled and the claim may be denied for fraud or material misrepresentation in the presentation of a claim.
3. The **Conformity with Statute** provision under **General Provisions** is deleted and replaced as follows:  
**Conformity with Statute:** Any provision of the policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the policy.
4. The **Physician Examination and Autopsy** provision under **General Provisions** is deleted and replaced as follows:  
**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense), unless the law or your religion forbids it.
5. Whenever the term Spouse is used throughout the policy, or in any document attached to the policy, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Vermont law. Any Family Member brought within the scope of the policy as a result of Your marriage is also brought within the scope of the policy by Your civil union under Vermont law.
6. The following is hereby added to the policy:  
**Time of Payment of Claims:** If We agree to settle a claim, We shall pay, or shall mail payment, within 10 business days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

#### T7000I-AE.VT

### WISCONSIN

The policy is hereby amended for Wisconsin as follows:

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

#### T7000I-AE.WI

### WYOMING

The policy is hereby amended for Wyoming as follows:

1. The “**Disagreement Over Size of Loss**” provision, located within the “**How to File a Claim**” section is void and will have no effect.
2. The “Concealment and Misrepresentation” provision, located within the “**General Provisions**” section of the policy, is hereby deleted and replaced with the following:  
**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.
3. The **Legal Actions Against Us** provision in the “**General Provisions**” section is hereby deleted and replaced with the following:  
**Legal Actions Against Us:** All policy terms will be interpreted under the laws of the state in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been

furnished. No legal action for a claim may be brought against Us after 4 years from the time written Proof of Loss is required to be furnished.

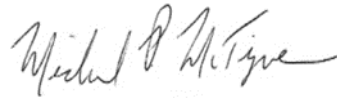
**T7000I-AE.WY**

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

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## **ARKANSAS NOTICE**

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

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

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

United States Fire Insurance Company  
Admin. Offices: 5 Christopher Way  
Eatontown, NJ 07724  
1-800-392-1970

## **MARYLAND NOTICE**

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

## Have a complaint or need help?

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

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

### United States Fire Insurance Company

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

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

**Toll-free: 1-800-392-1970**

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

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

### The Texas Department of Insurance

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

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

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

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

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## ¿Tiene una queja o necesita ayuda?

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

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

### United States Fire Insurance Company

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

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

**Teléfono gratuito: 1-800-392-1970**

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

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

### El Departamento de Seguros de Texas

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

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

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

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

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## PRIVACY NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

## **About Our Websites**

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

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

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

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

## **How to contact us**

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:  
Crum & Forster Legal Department  
305 Madison Avenue  
Morristown, NJ 07960  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

## **Changes to this Privacy Notice**

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

## **For California Residents Only:**

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

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

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

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

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

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

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

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

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

January 2020

## If You Are Filing A Reimbursement Claim

Please utilize the claims form at <https://tmetravelinsurance.com/claims-services/> where additional instructions are available.

### For Filing a Claim:

Co-ordinated Benefit Plans, LLC  
On Behalf of TME Travel Insurance  
P.O. Box 26222  
Tampa, FL 33623  
Online at: <https://cbpconnect.com>  
Or E-mail your information to: [TravelTeam@cbpinsure.com](mailto:TravelTeam@cbpinsure.com)  
Phone: 866-224-4594

IMPORTANT: To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. You will also be asked to provide proof of payment.

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Assistance Services are not insurance. Services are provided by an independent organization, On Call International, and not by TME Travel Insurance. There may be times when circumstances beyond TME Travel Insurance's Assistance Provider's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation.



### Assistance Services

This document provides details on Assistance Services provided and does not amend, alter or extend the coverage afforded by the travel insurance included with your Plan. Electronic summary and digital documents and/or custom links have been provided to the Plan Holder. Although not required to carry for services, we do recommend you carry your Confirmation of Plan Purchase and other forms of identification at all times for convenience should you need to contact us if you need an Emergency Medical Evacuation or Medical Repatriation due to an unforeseen sickness or injury.

### Non-Insurance Assistance Services

#### Services are Provided Through On Call International

- Interpretation and translation services
- Locating lost or stolen items, coordinating the replacement of transportation tickets, travel documents or credit cards
- Medical monitoring during a medical emergency, plus, medical and dental search and referral services
- Assistance with replacement medication, medical devices, and eyeglasses or corrective lenses
- Transfer of insurance information and medical records assistance
- Re-fill a prescription that has been lost, forgotten, or requires a refill
- Pre-trip information such as visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions, plus embassy and consulate referrals
- Legal and bail bonds referral services
- Emergency cash advance up to \$500



## **Customer Service**

If you have questions about the services provided, you can view many of the frequently asked questions by visiting our website [www.tmetravelinsurance.com](http://www.tmetravelinsurance.com) or by reviewing an overview of insurance coverages and non-insurance assistance services offered by TME Travel Insurance. Your specific Plan you elected to purchase, including insurance coverages and non-insurance assistance services, will be listed in your Confirmation of Plan Purchase. If you have additional questions on your Plan, please contact the agent or representative who sold you the Plan, or contact TME Travel Insurance Customer Service at the following:

### **Customer Service Contact**

Email: [info@tmetravelinsurance.com](mailto:info@tmetravelinsurance.com)

Phone: 1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

### **24/7 Emergency Medical Assistance Services**

If you need an Emergency Medical Evacuation, Medical Repatriation or Repatriation of Remains, please call us at the following:

1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

***Press "2" at the Prompt***

Whether you are the insured or calling on behalf of the insured, please have the following information available.

- Full Name of Insured Patient
- Current Condition of Insured Patient
- Location of the Insured Patient
- Contact Information for the Local Attending Physician(s)
- Name of Local Attending Physician(s)
- Plan Number

### **Assistance Services Are Provided Through TME Travel Insurance and Its Assistance Provider**

#### **ASSISTANCE SERVICES**

Please call us and you will be connected with our Assistance Provider, available 365 days a year, 24 hours a day. Our Assistance Provider will work with you along with the attending Physician(s) and medical facility personnel. If it is determined a medical evacuation may be needed for an eligible person on the Plan, whether the evacuation is to be carried out via a commercial aircraft or a private, medically equipped aircraft, a Medical Assessment, including Medical Records and other information regarding your health condition will be needed in advance of any transport being approved. Eligibility per the terms of the Plan must also be confirmed prior to a medical evacuation being approved and arranged.

#### **MEDICAL EVACUATION ARRANGEMENTS**

Your enrollment in the Plan provides you access to medically warranted evacuation transportation arranged by TME Travel Insurance's Assistance Provider and their Medical Evacuation Provider(s).

Promptly notify TME Travel Insurance's Assistance Provider, or have your representative promptly notify us, for request of medical evacuation transportation if you believe it may be needed, specifying the nature of the injury or illness. Due to the nature of the services, a reasonable period of time is required to properly initiate a medical evacuation transportation, and you agree that diligence is necessary to properly accommodate a medical emergency. You agree to provide notice of request at the earliest possible time, so we can secure a comprehensive medical assessment and to allow proper time to determine eligibility and prepare the medical evacuation transportation. Failure to contact us for the medical evacuation transportation in a timely manner may result in a delay of services.

To facilitate providing the services, you hereby authorize us, Assistance Provider and any Medical Evacuation Providers utilized to disclose or discuss your medical information with any physician, hospital, medical attendant,

or others regarding your physical condition including but not limited to medical records and diagnostic images and test results. This authorization shall remain valid until such time as you or your authorized representative revoke it in writing.

You also authorize us, the Assistance Provider and their network of air ambulance providers and any medical personnel or medical facility involved in the medical transport process to review your medical records, diagnostic images, and test results. The sending physician, receiving physician (where applicable), and the Assistance Provider's Medical Personnel must agree that the Plan Holder meets the criteria for a medical evacuation and that the Plan Holder is medically stable for an approved transport. The medical evacuation transportation will not be provided until such time as we have obtained a completed medical assessment, the transport meets other applicable terms and (where applicable) there is confirmed admission to the receiving medical facility. Admission to the receiving hospital typically requires medical and financial acceptance. Repatriation from outside one's home country requires proper documentation, such as a passport, visa, etc. to clear customs and is the responsibility of the Plan Holder. A Plan Holder may be denied medical evacuation transportation if they are unable to provide such documentation or are denied admission to their home hospital of choice.

You further authorize the Assistance Provider's Medical Evacuation Provider's medical personnel to perform procedures and provide treatment as they deem necessary, both prior to and during the course of your medical evacuation transportation. We do not provide or control the provision of medical services to Plan Holders. Our performance of our obligations under the TME Travel Insurance's plan assistance services is ministerial in nature and shall not constitute any undertaking to render medical services, to assume or guarantee the result of medical services provided to Plan Holders, or to guarantee that the medical services performed by others will be rendered in accordance with generally accepted standards or procedures. The parties understand and agree that the rendering of medical services to a Plan Holder and the results thereof are solely within the control of the Medical Evacuation Provider's medical personnel. TME Travel Insurance is not liable for any malpractice by the Medical Evacuation Providers, their contracted network of air ambulance companies, or other healthcare and assistance providers utilized, and the Plan Holder agrees to hold TME Travel Insurance and its assigns harmless for said services.

#### **ASSISTANCE SERVICES CONSTRAINTS**

Medical evacuation transportation is subject to limitations on the operation of aircraft imposed by mechanical issues, weather, regulations and restrictions imposed by the United States Federal Aviation Administration or comparable aviation administration authority of any other jurisdiction in which a medical facility or Plan Holder may be located, and other conditions beyond the control of TME Travel Insurance or the Assistance Provider and their Medical Evacuation Providers.

A Plan Holder weighing in excess of three hundred (300) pounds or having other physical characteristics may limit the ability to place a Plan Holder into an aircraft due to size limitations of a fixed wing air ambulance aircraft and may be prohibited from such transport.

The Assistance Provider and its Medical Evacuation Providers will manage the logistics of all air medical transports, including the possibility of using an alternate medical evacuation transportation provider that is part of their extensive worldwide network of accredited air ambulance companies should the need arise. Medical evacuation transportation from airports in some countries may be restricted or closed to private aircraft, including air ambulance aircraft, from dusk until dawn which may delay an aircraft from reaching a Plan Holder.

Aircraft and personnel cannot be sent into countries where the U.S. State Department or other governmental regulatory agency has issued travel restrictions, or to areas where civil aviation has been suspended or restricted, due to a natural disaster, civil unrest, an outbreak of illness/disease or any other cause. Various countries throughout the world may pose travel and/or medical restrictions, at any time, that prevent a transport. A Plan Holder diagnosed with or suspected of having tuberculosis or other chronic pathogens or infectious disease as defined and classified by the Centers for Disease Control and Prevention, the National Institutes of Health, or comparable administration authority may be prohibited from transport due to travel and other governmental restrictions.

The patient, and an accompanying passenger(s) if the medical condition and space allows, may be limited to one small carry-on bag each due to limited space available on the medical aircraft.

## **ADDITIONAL DISCLAIMER AND LIMITATIONS ON LIABILITY**

The Plan Holder acknowledges that medical evacuation transportation is arranged through our Assistance Provider and its Medical Evacuation Providers and their extensive network of air ambulance companies, although the ground ambulance and aircraft is equipped with personnel and equipment to sustain and preserve the life of a patient while in transit, a Plan Holder's condition may deteriorate during the transport to the point of death or irreparable harm. The Plan Holder understands and assumes this risk, and therefore agrees that TME Travel Insurance, our Assistance Provider and their Medical Evacuation Providers or other outside contractors, including their shareholders, officers, managers, employees, agents, affiliates, distributors, predecessors, successors, and assigns, shall not be responsible to any person, including but not limited to the Plan Holder or the Plan Holder's estate, survivors, agents, assigns, or representatives, for the Plan Holder's death or deterioration of the Plan Holder's condition.

TME Travel Insurance and its underwriters, managers, employees, agents, affiliates, successors, and assigns shall not be liable for any harm or damages relating to or resulting from services provided by our Assistance Provider, their Medical Evacuation Providers or other outside contractors. Neither TME Travel Insurance nor its underwriters, managers, employees, agents, affiliates, distributors, successors, or assigns shall be liable to any person for the death, disability, or injury of the Plan Holder or any other person accompanying the Plan Holder unless the injury is determined by a court to be solely caused by the gross negligence or willful misconduct of TME Travel Insurance. We shall not be liable for delay or failure to perform under the Plan if such delay or failure is caused by the unavailability of a ground ambulance or aircraft, government restrictions, mechanical failure, acts of god, fire, flood, strike, labor dispute, riot, insurrection, war, or any other cause beyond the control of TME Travel Insurance, our Assistance Provider and their extensive network of highly accredited worldwide Medical Evacuation Providers, or other outside contractors.

## **GENERAL PROVISIONS**

The assistance provided is provided on an "as is" and "as available" basis. TME Travel Insurance and its managers, employees, agents, affiliates, distributors, successors, and assigns expressly disclaim all warranties of any kind, whether express or implied. The Plan Holder, individually and on behalf of the Plan Holder's estate, and the Plan Holder's survivors, agents, assigns, and representatives, expressly understand and agree that TME Travel Insurance and its Assistance Provider, Medical Evacuation Providers, managers, employees, agents, affiliates, distributors, successors, and assigns shall not be liable to the Plan Holder or the Plan Holder's estate, survivors, agents, representatives, or assigns, or the general public, for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages relating to or arising out of the Plan or the services to be provided hereunder. The total liability of TME Travel Insurance and its Assistance Provider, Medical Evacuation Providers, managers, employees, agents, affiliates, distributors, successors, and assigns relating to or arising out of the Plan or the services provided hereunder shall not exceed the amount equal to the plan fees paid to date during the current term of your Plan. Medical evacuation transportation made pursuant to the Plan is subject to rules and limitations of certain international treaties governing international air travel, including but not limited to the Warsaw convention and/or the Montreal convention, which limit the liability of air carriers with respect to death or injury of passengers, for loss or destruction of baggage, or for delay.

The Plan's Assistance Services as defined constitute a summary of the agreement between TME Travel Insurance and the Plan Holder. All legal actions brought against TME Travel Insurance, its Assistance Provider and its Medical Evacuation Providers that arise under or relate to the assistance services provided or arranged by TME Travel Insurance through its Assistance Provider and its Medical Evacuation Providers for you under your Plan shall be barred unless written notice thereof is received by us within six (6) months from the date of the services provided. This shall not be interpreted as affecting any rights you may have to bring an action under or related to the travel insurance policy included with this Plan.

TME Travel Insurance, the Assistance Provider and its Medical Evacuation Providers, in its sole discretion, may monitor or electronically record communications between its employees or designated representatives and you in connection with your Plan. By enrolling as a Plan Holder, you specifically authorize communications involving you and to which you are a party to be recorded and utilized by us for quality control or other purposes.

## GENERAL DEFINITIONS

**“Assistance Provider”** means On Call International, the company contracted with TME Travel Insurance to provide assistance and claims services to our Plan Holders.

**“Medical Evacuation Providers”** means our Assistance Provider’s global network of highly accredited air ambulance and medical evacuation assistance companies. This includes licensed direct air carrier and/or ground ambulance company, plus medical personnel, flight crew and their employees selected by the Assistance Provider to provide and arrange your medical evacuation transportation.

**“Medical Personnel”** means a licensed physician employed by or contracted with the Assistance Provider or Medical Evacuation Providers to serve in a medical and administrative capacity as the head of the medical personnel employed by or contracted with the Assistance Provider.

**“Medical Assessment”** means an assessment of a patient’s medical condition secured by our Assistance Company working in conjunction with the Medical Evacuation Provider’s medical director and in collaboration with the attending physician. The Assistance Company in collaboration with the Medical Evacuation Provider, will utilize the assessment to determine whether a Plan Holder is fit to fly; the most appropriate means to provide medical evacuation; the medical personnel who will be accompanying the patient on the transport; and (where applicable) to confirm the medical facility closest to one’s home can meet their medical needs. If the patient’s medical facility of choice is unable to provide the high level of medical care required by the patient, arrangements will be made to transport the patient to the appropriate medical facility closest to their home, or closest to patient’s preferred medical facility in the US when possible.

**“Plan Holder” or “Plan Holders”** means the individuals listed on the TME Travel Insurance enrollment application, whose TME Travel Insurance enrollment application has been accepted and approved and who have fully paid the applicable plan fees. The Plan Holder is alternatively referred to as “you,” “your,” or the “patient.”

**“Suitable Airport”** means such location, construction, and facilities to safely accommodate the landing, ground services, maintenance requirements, and take-off of the fixed-wing aircraft assigned by TME Travel Insurance.

**“TME Travel Insurance”** means TME Travel Insurance and its affiliates, successors, and assign Travel Med Evac, LLC is alternatively referred to herein as “we,” “us,” or “our”

**“TME Travel Insurance Plan Terms and Conditions”** includes this agreement, your approved TME Travel Insurance enrollment application, and the terms published in the insurance portion of your Plan.

## ELECTRONIC SIGNATURE

You represent and warrant that you have the legal right, power, and authority to agree to the Assistance Services terms and conditions on behalf of yourself, your dependent(s), and any other individual or entity on whose behalf you are acting. You further agree that your action of clicking the “I Agree” checkbox constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act (“E-Sign”) and the Uniform Electronic Transactions Act (“UETA”); that you have executed, entered into, accepted the terms of, and otherwise authenticated the Assistance Services terms and conditions; and that you acknowledge and agree that the Assistance Services terms and conditions are an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act (“UCITA”) and, as such, are completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by you, your dependent(s), and any other individual or entity on whose behalf you are acting.

## CONTACT – GENERAL INFORMATION

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