

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

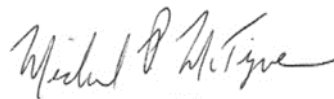
If You are not satisfied for any reason, You may cancel this policy within 15 days of the Effective Date of Your coverage by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip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

Notice to Policyholder: Questions regarding the policy or coverage should be directed to:

United States Fire Insurance Company
800-392-3970

If You (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint You have been unable to resolve with Your insurer, You may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.

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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.

SECTION IV Travel Arrangement Protection Benefits	Maximum Benefit Amount
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
SECTION V Protection For Your Belongings Benefit	Maximum Benefit Amount
Baggage Delay up to 24 hours	up to \$100
SECTION VI Travel Insurance Benefits	Maximum Benefit Amount
Accident & Sickness Medical Expense	Up to \$1,000

T7000IP-SOB-IN

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 TRAVEL INSURANCE BENEFITS

ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT

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

- a. benefits will be payable only for Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip and requires treatment in person by a Physician;
- b. only Medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

Medical Expenses means expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests), prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment.

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

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

SECTION VII 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.

Adventure or Extreme Activities means B.A.S.E. jumping, bull riding, running of the bulls, free diving, bungee jumping, hot air ballooning, parachuting, skydiving, cliff diving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, bodily contact sports, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, multi-sport endurance competitions, parkour, scuba diving if the depth exceeds 131 feet (40 meters) and any activity materially similar to the above.

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.

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

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

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

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

Experimental or Investigative means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

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.

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

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

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

Physician means a licensed practitioner 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 requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that requires examination, diagnosis and treatment by a Physician 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 VIII EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You.

The following exclusions apply to the Medical Expense benefits.

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

1. routine physical examinations or routine dental care;

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

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

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

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with You, while sane or insane.
2. being under the influence of drugs, 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 IX PREMIUMS

Grace Period: Notwithstanding any provision to the contrary, unless not less than 30 days prior to the premium due date We have delivered to You or have mailed to Your last address as shown by Our records written notice of Our intention not to renew this policy beyond the period for which the premium has been accepted, You are entitled to a grace period of 31 days for the payment of any premium due except the first, during which grace period the policy will continue in force.

SECTION X CLAIMS PROCEDURES

Your duties in the event of a loss:

For Medical Expenses You must:

1. provide Us with all receipts from the provider of services and reports for medical expenses claimed. Stating the amount paid and listing the diagnosis and treatment;
2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of Your claim;
3. sign a patient authorization to release any information required by Us to investigate Your claim.

**SECTION XI
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.

Time of Payment of Claims: Payment for any loss (other than loss 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.

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.

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

SECTION XII 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 void, 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.

INDIANA NOTICE

A person who believes he or she has been adversely affected by an unfair claim settlement practice under section 4.5 of Article 4, Chapter 1 [IC 27-4-1-4.5] of the Indiana Insurance Code may file a complaint with the Indiana Insurance Commissioner. If the commissioner believes an unfair claim settlement practice has occurred, the commissioner shall, within ten (10) business days from the date of receipt of a written complaint, deliver a copy of the complaint to the insurer and shall respond in writing to the complaining party, at the address provided in the complaint, advising the party of the following:

- (1) The specific action taken by the department on the complaint.
- (2) Any further investigations or other actions that are intended by the department.

An insurer who receives a written notice of complaint under subsection (a) shall promptly conduct an investigation of the matters alleged in the complaint. Within twenty (20) business days from the date of receipt of the complaint, the insurer shall provide to the commissioner and the complaining party a written report containing the following information:

- (1) The specific reasons for actions taken by the insurer with respect to the claim.
- (2) The specific reasons for any inaction by the insurer with respect to the claim.
- (3) If the claim has not been settled, a good faith estimate of the time required for settlement.

An insurer who commits an unfair claims settlement practice or who fails to comply with this section is subject to action by the commissioner under section 6 of Article 4, Chapter 1 [IC 27-4-1-6] of the Indiana Insurance Code.

**NOTICE OF PROTECTION PROVIDED BY THE
INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION**

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association (“ILHIGA”) and the protection it provides for policyholders. ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies.

Basic Protections Currently Provided by ILHIGA

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after January 1, 2013.

Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

Health Insurance

- \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

Annuities

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5,000,000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at www.inlifega.org or contact:

Indiana Life & Health Insurance
Guaranty Association
3502 Woodview Trace, Suite 100
Indianapolis, IN 46268
317-636-8204

Indiana Department of Insurance
311 W. Washington Street, Suite 300
Indianapolis, IN 46204-2787
317-232-2395

The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

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

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

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
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.

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 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

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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