

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

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**INDIVIDUAL TRAVEL LX INSURANCE POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**

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

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

**TEN-DAY LOOK:** If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) ten (10) days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

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

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

## Table of Contents

<b>SCHEDULE OF BENEFITS</b> .....	<b>3</b>
Travel Arrangement Protection .....	3
Travel Insurance Benefits.....	3
<b>SECTION I: EFFECTIVE DATE AND TERMINATION DATE</b> .....	<b>4</b>
<b>SECTION II. COVERAGES</b> .....	<b>4</b>
Trip Cancellation.....	4
Trip Interruption .....	6
Missed Connection.....	8
Travel Delay .....	8
Baggage and Personal Effects.....	9
Baggage Delay:.....	9
Non-Medical Emergency Evacuation .....	10
Cancel for Any Reason Benefit .....	11
Interruption for Any Reason Benefit .....	11
Change Fee.....	11
Reimbursement of Miles or Reward Points.....	11
Sports Equipment Rental .....	11
Search and Rescue .....	11
Rental Car Damage.....	12
Common Carrier Accidental Death and Dismemberment.....	13
Accident & Sickness Medical Expense .....	14
Emergency Medical Evacuation, Medical Repatriation, and Return of Remains.....	14
<b>SECTION III. DEFINITIONS</b> .....	<b>15</b>
<b>SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS</b> .....	<b>19</b>
Pre-Existing Condition Exclusion: .....	20
Waiver of the Pre-Existing Condition Exclusion .....	20
Medically Fit to Travel Exclusion .....	20
<b>SECTION V. PAYMENT OF CLAIMS</b> .....	<b>20</b>
<b>SECTION VI. GENERAL PROVISIONS</b> .....	<b>21</b>
<b>STATE ENDORSEMENTS</b> .....	<b>22</b>
<b>GRIEVANCE PROCEDURES</b> .....	<b>33</b>
<b>PRIVACY POLICY AND PRACTICES</b> .....	<b>36</b>

# SCHEDULE OF BENEFITS

## Travel Arrangement Protection

Benefit Per Trip	Maximum Benefit Amount/Principal Sum
Trip Cancellation ▪ Trip Cost Insured	up to \$100,000
Trip Interruption ▪ Trip Cost Insured	up to 150% of Trip cost
Missed Connection	up to \$500
Travel Delay ▪ Maximum per Day: \$250	up to \$1,000
Baggage and Personal Effects	up to \$2,500
Baggage Delay	up to \$500
Non-Medical Emergency Evacuation	up to \$50,000
Cancel for Any Reason Benefit	up to 75% of Non-Refundable Trip Cost Insured
Interruption for Any Reason Benefit	up to 75% of Non-Refundable Trip Cost Insured
Change Fee	up to \$300
Reimbursement of Miles or Reward Points	up to \$75
Sports Equipment Rental ▪ Maximum per Day: \$500	up to \$2,000
Search and Rescue	up to \$10,000
Rental Car Damage	up to \$40,000

## Travel Insurance Benefits

Accidental Death & Dismemberment	
Accidental Death & Dismemberment ▪ Common Carrier	up to \$100,000
Medical Expense/Emergency Assistance	
Accident & Sickness Medical Expense	up to \$500,000
Emergency Medical Evacuation, Medical Repatriation, and Return of Remains	up to \$1,000,000

## SECTION I: EFFECTIVE DATE AND TERMINATION DATE

### When Coverage for Your Trip Begins: Coverage Effective Date

**Trip Cancellation:** Coverage begins at 12:01 a.m. on the day after the date the appropriate premium for this Policy is received by iTravellnsured®, Inc. This is Your “Effective Date” and time for Trip Cancellation.

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

### When Coverage for Your Trip Ends: Coverage Termination Date

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

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

## SECTION II. COVERAGES

### Trip Cancellation

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements, including up to seventy-five dollars (\$75) for the cost of airline-imposed fees to re-bank frequent flyer miles for air flights to join Your Trip when You are prevented from taking Your Trip due to:

1. Your or a Family Member's or a Traveling Companion's or a Business Partner's or a Child Caregiver's death, which occurs before departure on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's or a Child Caregiver's covered Sickness or Injury, which: a) occurs before departure on Your Trip, and b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) and prevents Your participation in the Trip;
3. For the **Other Covered Reasons** listed below; provided such circumstances occur while coverage is in effect.

“**Other Covered Reasons**” means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within thirty (30) calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if:
  - (i) the building structure itself is unstable and there is a risk of collapse in whole or in part;
  - (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood;
  - (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or
  - (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result.;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of two hundred-fifty (250) miles or more;

- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while enroute to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You are scheduled to travel;
- h. Inclement Weather that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You are scheduled to travel;
- i. mechanical breakdown that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- l. involuntary employer termination or layoff of You or a Traveling Companion. Employment must have been with the same employer for at least one (1) continuous year.;
- m. a Terrorist Incident that occurs within thirty (30) days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing Your cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- n. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.;
- o. Bankruptcy or Default of an airline, cruise line, tour operator, or other travel provider (other than the Travel Supplier, tour operator or travel agency, organization or firm from whom You purchased Your Travel Arrangements supplied by others) causing a complete cessation of travel services more than fourteen (14) days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within twenty (20) days of the date Your initial deposit/payment for Your Trip is received;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening Injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. This benefit only applies if the Policy has been purchased within twenty (20) days of Your initial payment for the Trip.;
- r. up to seven (7) days mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- s. You, Your Traveling Companion or Family Member traveling with You is directly involved in the merger of Your employer or the acquisition of Your employer by another company.;
- t. a cancellation of Your Trip within twenty-four (24) hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than fourteen (14) days following Your Effective Date of coverage for the Trip Cancellation Benefits;
- u. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose fifty percent (50%) or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

All cancellations must be reported to the Travel Supplier within seventy-two (72) hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the seventy-two (72) hours, the event should be reported as soon as possible. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments or Deposits that result from all other delays of reporting beyond seventy-two (72) hours are not covered.

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

## Single Supplement

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

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

## Trip Interruption

Benefits will be paid, up to the lesser of a) the Maximum Benefit Amount shown in Schedule of Benefits or b) one hundred-fifty percent (150%) of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

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

Trip Interruption must be due to:

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

"**Other Covered reasons**" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury, (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster; The Company will only pay benefits for Losses occurring within thirty (30) calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if:
  - (i) the building structure itself is unstable and there is a risk of collapse in whole or in part;
  - (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood;
  - (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or
  - (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage
- c. Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result.;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of two hundred-fifty (250) miles or more of You or Your Traveling Companion by the employer with whom You or Your Traveling Companion are employed on Your Effective Date which requires Your or Your Traveling Companion's principal residence to be relocated;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while enroute to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You are scheduled to travel;
- h. Inclement Weather that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You are scheduled to travel;

- i. mechanical breakdown that causes complete cessation of services for at least six (6) consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. a government-mandated shutdown of an airport or air traffic control system for reasons other than terrorism or an act of war;
- k. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- l. involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least one (1) continuous year;
- m. a Terrorist Incident that occurs within thirty (30) days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing Your interruption of the Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- n. revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.;
- o. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator, travel agency, organization or firm from whom You purchased Your Travel Arrangements supplied by others) causing a complete cessation of travel services more than fourteen (14) days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within twenty (20) days of the date Your initial deposit/payment for the Trip is received;
- p. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening Injury or death of one of them;
- q. You, Your Traveling Companion or a Family Member traveling with You is required to work during Your Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required. This benefit only applies if the Policy has been purchased within twenty (20) days of Your initial payment for Your Trip;
- r. up to seven (7) days mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- s. You, Your Traveling Companion or Family Member traveling with You is directly involved in the merger of Your employer or the acquisition of Your employer by another company.
- t. a cancellation of Your Trip within twenty-four (24) hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than fourteen (14) days following Your Effective Date of coverage for Your Trip Cancellation Benefits;
- u. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose fifty percent (50%) or more of Your scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

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

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation, telephone call, and local transportation expenses incurred by You to remain with Your Traveling Companion up to two hundred dollars (\$200) per day, limited to five (5) days and a maximum of one thousand dollars (\$1,000).

The maximum payable under this Trip Interruption Benefit is the lesser of one hundred-fifty percent (150%) of the total amount of coverage You purchased or one hundred-fifty percent (150%) of the Maximum Benefit Amount shown in the Schedule of Benefits.

#### **Single Supplement**

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

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

## Missed Connection

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

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

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

- (a) Your Additional Transportation Cost to join Your Trip; and
- (b) Your Prepaid expenses for the unused land or water Travel Arrangements; and
- (c) reasonable accommodation and meal expenses up to one hundred twenty-five dollars (\$125) per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

Your delayed arrival must be due to:

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

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

## Travel Delay

Benefits will be paid up to two hundred-fifty dollars (\$250) per day for: reasonable accommodation, meal, telephone call and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for six (6) hours or more while enroute to or from, or during Your Trip, due to:

- (a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- (b) a traffic accident in which You or Your Traveling Companion is not directly involved (must be substantiated by a police report);
- (c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- (d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- (e) a documented weather condition preventing You from getting to the point of departure.

If You are delayed by a Common Carrier while enroute to the final return destination of Your Trip and have placed Your cat or dog in a kennel for the duration of Your Trip and You unable to collect cat or dog on the day previously agreed with the kennel, benefits will be paid up to one hundred dollars (\$100) per day, up to the Maximum Benefit Amount of five hundred dollars (\$500) to cover the necessary additional kennel fees.

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

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

When You are delayed enroute to or from Your Trip, We will also reimburse You:

1. Up to one hundred dollars (\$100) for airline club admission incurred at a sponsored airline club at the airport during which time You are experiencing a flight delay six (6) hours or more. receipts for the expenses incurred must be submitted for reimbursement;
2. Up to fifty dollars (\$50) for expenses incurred directly related to internet usage fees incurred while You are experiencing a Common Carrier flight delay. Receipts for the expenses incurred must be submitted for reimbursement;
3. Up to fifteen dollars (\$15) for one (1) movie, in the event Your delay results in an unscheduled overnight stay (other than in Your Home residence) if You are delayed enroute to or from Your Trip. This does not include movie rentals that are rated "X" or above by the Classification and Rating Administration (CARA).

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



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

### **Baggage and Personal Effects**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits:

- (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects;
- (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Policy; and
- (c) occurring while coverage is in effect.

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

1. the Actual Cash Value at the time of loss, theft or damage, except as provided below;
2. the cost to repair or replace the article with material of a like kind and quality; or
3. two hundred fifty dollars (\$250) per article.

For claimed items without original receipts, payment of loss will be calculated based upon fifty percent (50%) of the Actual Cash Value at the time of loss, not to exceed two hundred fifty dollars (\$250) per article.

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

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

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

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

### **Baggage Delay:**

If, while on a Trip, your checked baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

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

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

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

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

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

### **Additional Claims Provisions Specific to Baggage**

Your Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and You must:

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

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

### **Non-Medical Emergency Evacuation**

This Non-Medical Emergency Evacuation Benefit is not available if a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department is issued for a country preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

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

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

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

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

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

- 1. loss or expense for a Non-Medical Emergency Evacuation Covered reason which took place in an Excluded Country;

2. loss or expense recoverable under any other insurance or through an employer;
3. loss or expense arising from or attributable to:
  - (a) fraudulent or criminal acts committed or attempted by You;
  - (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
  - (c) failure to maintain required documents or visas;
4. loss or expense arising from or attributable to:
  - (a) debt, insolvency, business or commercial failure;
  - (b) the repossession of any property; or
  - (c) Your non-compliance with a contract, license or permit;
5. loss or expense arising from or due to liability assumed by You under any contract.

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

### **Cancel for Any Reason Benefit**

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

- (a) Your Payment or Deposit for this Policy and enrollment form are received twenty (20) days of the date Your initial Payment or Deposit for Your Trip is received; and;
- (b) You insure one hundred percent (100%) of the Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within twenty (20) days of the Payment or Deposit for those Travel Arrangements the cost of any subsequent Travel Arrangements (or any other Travel Arrangements not made through Your travel agent) added to Your Trip; and
- (d) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

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

### **Interruption for Any Reason Benefit**

If You interrupt Your Trip, forty-eight (48) hours or more after Your actual Departure Date, for any reason not otherwise covered by this Policy, benefits will be paid, up to: seventy-five percent (75%) of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements.

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

### **Change Fee**

The Company will pay a maximum of three hundred dollars (\$300) for the fees associated with a change to Your air itinerary.

### **Reimbursement of Miles or Reward Points**

If You have Trip Cancellation Benefits under this Policy and cancel Your Trip for a Covered reason, benefits will be paid up to the Maximum Benefit Amount of seventy-five dollars (\$75) as shown in the Schedule of Benefits for any Penalty cost of putting the miles or reward points back in the account they were removed from. This will not duplicate any benefits paid under the Trip Cancellation Benefit and is subject to the same General Exclusions and Limitations.

### **Sports Equipment Rental**

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

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

### **Search and Rescue**

Search and rescue applies to the following persons only: You, a Family Member traveling with You, and/or Your Traveling Companion, referred to below as Person.

If the Person(s), should become lost, disoriented, or be reported missing while on a Trip during recreational activity that is appropriate for that Person's abilities and expertise, We will pay on the Person's behalf up to the Maximum Benefit Amount shown in the Schedule of Benefits, not to exceed four days, costs for one (1) organized Search and rescue by appropriate authorities.

Search and rescue means those reasonable costs incurred, but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within one hundred (100) miles of the person's last known location before the loss occurrence. This benefit can only be activated when someone makes a formal report of the Person's need for Search and rescue to an agency or authority who can activate a Search and rescue, and the Person provides the agency or authority with enough specific and credible details of how, when, where the Person might be located so that an official and organized Search and rescue can be activated.

**Specific Waiver of Liability for Search and rescue:** If the Person requests this benefit, the Person understands that We and any affiliated party offering this Policy, do not accept any liability from the rescue situation, and the Person and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to Us or any rescue team, company, entity, and/or volunteer, for Injury, stress, death, disablement, Sickness, or any claims, reason, or cause whatsoever from any Search and rescue used to attempt to reach the Person, assist the Person, or respond in any way to the Person's Search and rescue, regardless of whether the Search and rescue was ever initiated, cancelled, delayed, misdirected, or unable to locate, rescue, or stabilize the Person. If any part of this is held invalid, it does not invalidate the other parts or any other parties' waivers.

Claims Procedures: The Person must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

Benefits are not payable under Search and rescue for any loss resulting from:

1. Heli-skiing;
2. Extreme skiing;
3. Payment in any way for fines, damages, penalties, or litigation that may be imposed against You, as a result of Your activities or actions;
4. Deliberately choosing to be absent.

### **Rental Car Damage**

You are eligible for benefits up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You rent a car while on Your Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control while in Your possession, or the car is stolen while in Your possession and is not recovered.

**We will pay the lesser of:**

- (a) the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- (b) the Actual Cash Value of the car; or
- (c) the amount shown in the Schedule of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

**Coverage is not provided for loss due to:**

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. any loss which occurs if You or anyone traveling with You are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;

7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

“**Exotic Vehicles**” means Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clénet, Corvette, Cosworth, DeLorean, Excalibur, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls-Royce, Rover, Stutz, Sterling, Triumph, and TVR, or any antique or any other car with a Manufacturers Suggested Retail Price (MSRP) over forty thousand dollars (\$40,000).

**Additional Claims Provisions Specific to Rental Car Damage**

The following outlines Your duties in the event of any damage to the vehicle. You must:

- (a) Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
- (b) Report the loss to the appropriate local authorities and the rental company as soon as possible;
- (c) Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver’s license number;
- (d) Provide Us all documentation such as rental agreement, police report and damage estimate.

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

**Common Carrier Accidental Death and Dismemberment**

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You sustain an Injury while a passenger (not as a pilot, operator or member of the crew) riding in, boarding or alighting from a public conveyance provided by a Common Carrier that results in a loss shown in the Table of Losses below. The loss must occur within one hundred eighty-one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Schedule of Benefits Declarations Page.

<b>Table of Losses</b>	
<b>Type of Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of Principal Sum
Loss of thumb and index finger of the same hand	25% of Principal Sum

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

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

Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one Accident. The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same Accident.

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

The Principal Sum is shown in the Schedule of Benefits.

## Exposure and Disappearance

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

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

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

## Accident & Sickness Medical Expense

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

Benefits will include one thousand dollars (\$1,000) for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

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

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

For the purpose of this benefit:

“Covered Expense” means expense incurred only for the following:

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

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

## Emergency Medical Evacuation, Medical Repatriation, and Return of Remains

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

1. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.
  - (a) If You are traveling alone and will be hospitalized for more than three (3) consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.
  - (b) If You are in the Hospital for more than three (3) consecutive days and Your dependent children who are under eighteen (18) years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their Home (with an attendant, if considered necessary by the Program Medical Advisor).
2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your

primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor:

- (i) one-way Transportation;
- (ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the Program Medical Advisor; or
- (iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the Program Medical Advisor. Transportation must be via the most direct and economical route.

### **HOSPITAL OF CHOICE**

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

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

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

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

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

### **SECTION III. DEFINITIONS**

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

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

**"Additional Transportation Cost"** means the actual cost incurred for one (1) way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

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

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

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

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

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

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

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

**“Complications of Pregnancy”** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include 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 does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

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

**“Covered Vehicle”** means a private passenger vehicle (including mini-vans, pickup trucks and sport utility vehicles) which is registered or rented to You during Your Trip, which is rated  $\frac{3}{4}$  ton in weight or less, not used for racing, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use.

**“Dive/Diving”** means recreational snorkeling or scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the Diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba Diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least 10 years of age and qualified as a diver; the holder of a valid diver’s certificate (recognized by international Diving organizations); and according to the generally accepted standards of the Diving community or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and Diving with a qualified Diving instructor affiliated with a certifying organization or agency.

**“Domestic Partner** means an opposite or same sex partner who, for at least twelve (12) consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must:

1. intend to be life partners;
2. be at least the age of consent in the state in which You both reside; and
3. be mentally competent to contract.

Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

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

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

**“Excluded Country”** means one of the following countries from which Non-Medical Emergency Evacuations are not available such as any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC);



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

**“Home”** means Your primary place of residence.

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

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

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

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

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

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

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

**“Medically Fit to Travel”** means based on assessment a Legally Qualified Physician has advised You, a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.

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

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

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

**“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 Hospital programs are usually furnished by a Hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**“Payments or Deposits”** means the cash, check, or credit card amounts actually paid for Your Trip.

**“Penalty”** means a fee assessed for canceling a reservation. For airline tickets, the cancellation Penalty is usually collected by refunding only a portion of the ticket price. For hotel reservations, the cancellation Penalty is charged to the credit card or deposit used to secure the reservation.

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

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

**“Program Medical Advisor”** means iTravelInsured<sup>®</sup>, Inc.

**“Published Penalties”** means any published cancellation penalties levied by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency. The maximum amount reimbursable for travel agency Published Penalties is twenty-five percent (25%) of the total trip cost excluding taxes and other non-commissionable items.

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

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

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

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: 1) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and 2) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government.

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

**“Transportation Expense”** means the cost of Medically Necessary conveyance, personnel, and services.

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

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

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

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

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

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

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

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

1. suicide, attempted suicide or any intentionally self-inflicted Injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
8. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
9. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
10. dental treatment (except as coverage is otherwise specifically provided herein);
11. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
12. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
13. any amount paid or payable under any Worker’s Compensation, Disability Benefit or similar law;
14. a loss or damage caused by detention, confiscation or destruction by customs;
15. Elective Treatment and Procedures;
16. Complications from Elective Treatment and Procedures otherwise not payable under this Policy;
17. Medical Treatment during or arising from a Trip undertaken for the purpose or intent of securing Medical Treatment;
18. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
19. a mental or nervous condition, unless hospitalized or Partially Hospitalized for that condition while the Policy is in effect for You;
20. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You;
21. due to loss or damage (including death or Injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.
22. Diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in Diving;
23. Diving as a professional diver other than as a Diving instructor, Dive master, underwater photographer, or while performing research under the auspices and following the guidelines of the American Academy of Underwater Sciences (AAUS);
24. Diving in an area where Diving is forbidden.
25. an assessment from a Legally Qualified Physician advising You in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip.

**Pre-Existing Condition Exclusion:**

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

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

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

- a) Your Payment or Deposit for this Policy and enrollment form are received within 24 hours of the final Payment for Your Trip or before the final Payment for Your Trip; and
- b) You are not disabled from travel at the time Your premium is paid.

**Medically Fit to Travel Exclusion**

The Company will not pay any expense as a result of You having been advised in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip. If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is void and premium paid will be returned.

**SECTION V. PAYMENT OF CLAIMS**

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

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

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

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

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

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

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

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

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

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

## SECTION VI. GENERAL PROVISIONS

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

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with iTravelInsured®, Inc.

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

**Misstatement of Age:** If premiums for are based on age and has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which is insured are based on age and has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

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

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

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

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

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

**Payment of Premium:** Coverage is not effective unless all premium has been paid to iTravelInsured®, Inc. prior to a date of loss or insured occurrence.

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

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

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

**UNITED STATES FIRE INSURANCE COMPANY**  
Administrative offices: 5 Christopher Way; Eatontown, NJ 07724

**STATE ENDORSEMENTS**

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

**ARKANSAS INDIVIDUAL AMENDATORY ENDORSEMENT**

The Policy/Certificate is hereby amended for **Arkansas** as follows:

1. The **Legal Actions** provision appearing in **SECTION VI. 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. Legal action or suit for a claim may be brought against Us within the time allowed by law.

2. The **Subrogation** provision appearing in **SECTION V. Payment of Claims** is amended to include this sentence which will appear as follows at the end of the provision:

The Company is entitled to recovery only after You have been fully compensated for the loss sustained.

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

T210-AE AR2

**CONNECTICUT INDIVIDUAL AMENDATORY ENDORSEMENT**

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

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

1. The following Exclusion 6 in **SECTION IV. GENERAL EXCLUSIONS** is deleted and replaced as follows:  
6. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;
2. Exclusion 21 in **SECTION IV. GENERAL EXCLUSIONS** referencing chemical, biological, radiological or similar agents is deleted in its entirety and will not appear.
3. The **Subrogation** provision in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:  
**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.

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

T210-AE CT2

## DISTRICT OF COLUMBIA INDIVIDUAL AMENDATORY ENDORSEMENT

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

The Policy is hereby amended for **District of Columbia** as follows:

1. The following will appear at the bottom of the Cover Page, directly above the **TABLE OF CONTENTS**:

### LIMITED BENEFIT COVERAGE

2. **SECTION VI. GENERAL PROVISIONS** 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.

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

T210-AE DC2

## GEORGIA INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The following will appear at the end of **SECTION I. EFFECTIVE DATE AND TERMINATION DATE**:

This Policy will not be cancelled by the Company.

2. The definition of "**Terrorist Incident**" appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

"**Terrorist Incident**" means an act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government.

3. The **Concealment and Misrepresentation** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

**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.

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

T210-AE GA2

## HAWAII INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

The following is added to **SECTION VI. GENERAL PROVISIONS** as follows:

**Representations:** All statements made by You are deemed representations and not warranties. No statement made by You shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to You or to Your beneficiary, if any. A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects the acceptance of the risk assumed by the Company, shall not prevent a recovery under the Policy.

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

T210-AE HI2

### IDAHO INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

- A. The **Trip Cancellation, Trip Interruption, Non-Medical Emergency Evacuation, Cancel for Any Reason, Interruption for Any Reason, Accidental Death & Dismemberment, and Accident & Sickness Medical Expense, Emergency Medical Evacuation and Non-Emergency Medical Evacuation** benefits in the **SCHEDULE OF BENEFITS** on the **Cover Page** will indicate a range of \$15 – 1,000,000.
- B. The following is added at the bottom of **SECTION VI GENERAL PROVISIONS**:

**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)

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

T210-AE ID2

### LOUISIANA INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The definition of **Domestic Partner** appearing in **SECTION III DEFINITIONS** is deleted and will not appear.
2. The definition of Family Member appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:  
**“Family Member”** means any of the following: Your or Your Traveling Companion’s legal spouse, legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Caregiver, or Child Caregiver.
3. The **Payment of Claims: When Paid** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.



4. The **Subrogation** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

5. The **Legal Actions** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

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

6. The **Concealment and Misrepresentation** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

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

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

T210-AE LA2

### MAINE INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. All references to "**Medically Necessary**", which appear in **ACCIDENT & SICKNESS MEDICAL EXPENSE COVERAGE** and **EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION, AND RETURN OF REMAINS** in **SECTION II. COVERAGES**, in the definition of "**Transportation Expense**" appearing in **SECTION III. DEFINITIONS** and the definition of "**Medically Necessary**" appearing in **SECTION III. DEFINITIONS**, are hereby deleted and will not appear.
2. The references to \$1,000 within the Maximum Benefit Amount/Principal Sum ranges in the **SCHEDULE OF BENEFITS** for Accidental Death and Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only and Common Carrier Only are deleted and replaced with \$2,000.
3. The bottom Type of Loss in **COMMON CARRIER ACCIDENTAL DEATH AND DISMEMBERMENT SECTION II COVERAGES** is deleted and replaced as follows:

Loss of thumb and index finger of the same hand	100% of Principal Sum
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4. The definition of Actual Cash Value in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

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

5. The last sentence in the **Medically Fit to Travel** provision in **SECTION IV. GENERAL EXCLUSIONS** is deleted and replaced as follows:

If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is cancelled for material misrepresentation and premium paid will be returned.

6. The **Concealment and Misrepresentation** provision in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

**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 fraudulent or materially misrepresented. Notice of prospective cancellation of the entire coverage will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

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

210-AE ME2

### MARYLAND INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The **Concealment and Misrepresentation** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

**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.

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

T210-AE MD2

### MINNESOTA INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The following is added to appear as General Exclusion 26. or will appear as the last numbered Exclusion in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS:**

26. Air, water or other pollution, or threat of a pollutant release;

2. The **Payment of Claims: When Paid** provision in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

3. The **Concealment and Misrepresentation** provision in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

**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 was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

4. The following is added as the last sentence in the **Subrogation** provision in **SECTION VI. GENERAL PROVISIONS:**

The Company may not subrogate itself to the rights of an Insured to proceed against another person if that other person is an Insured by the Company for the same loss.

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

T210-AE MN2

### NEBRASKA INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

- A. Item 1. in the definition of **Pre-Existing Condition** appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

**B.** In Exclusion 4 appearing in **SECTION IV. GENERAL EXCLUSIONS**, the reference to “races” is changed to “organized races”.

**C.** Item 1. in the **PRE-EXISTING CONDITION EXCLUSION** provision appearing in **SECTION IV. GENERAL EXCLUSIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

**D.** The **Payment of Claims: When Paid**: provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim immediately (or within 30 days) after receipt of acceptable proof of loss.

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

T210-AE NE2

### OHIO INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

**A.** The following statement is added to the **Face Page** of the Policy:

**WARNING:** Any person who knowingly, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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

T210-AE OH2

### OKLAHOMA INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The following statement is added to the **Cover Page** of 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.

2. The Company address on the **Cover Page** is deleted and replaced as follows:

5 Christopher Way, Eatontown, NJ 07724

3. The second paragraph of the **Complications of Pregnancy** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

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

4. Exclusion 2 pertaining to war appearing in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

2. war or any act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer.

5. The last sentence in the **Medically Fit to Travel Exclusion** provision appearing in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

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

6. The 5th paragraph in the **Payment of Claims: To Whom Paid** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay up to \$1,000 to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

7. The **Concealment and Misrepresentation** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

**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.

8. **SECTION VI. GENERAL PROVISIONS** is amended to include the following provisions:

**Conformity with Oklahoma statutes:** The provisions of this Policy conform to the requirements of Oklahoma law and this Policy controls over any conflicting statutes of any state in which You reside on or after the effective date of this Policy.

**Required Oklahoma Statement regarding premium:** The exact amount of premium will be determined upon purchase of the coverage under this Policy, and the basis and rates upon which the premium will be determined are the plan design, Trip cost and age of the Insured. The average per Trip premium is \$250 USD.

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

T210-AE OK2

### **SOUTH CAROLINA INDIVIDUAL AMENDATORY ENDORSEMENT**

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

The Policy is hereby amended for **South Carolina** as follows:

1. **The Payment of Claims: To Whom Paid:** provision in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Payment of Claims: To Whom Paid:** Benefits will be paid to the Insured. Loss of Life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

2. **The Physical Examination and Autopsy and Legal Actions** provisions in **SECTION VI. GENERAL PROVISIONS** are deleted and replaced as follows:

**Physical Examination and Autopsy:** The Company at its own expense may have the Insured examined as often as reasonably necessary while a claim is pending and in cases of death of the Insured the Company at its own expense also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

**Legal Actions:** No legal action may be brought to recover on this Policy within sixty days after written proof of loss has been given as required by this Policy. No such action may be brought after six years from the time written proof of loss is required to be given.

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

T210-AE SC2

## SOUTH DAKOTA INDIVIDUAL AMENDATORY ENDORSEMENT

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

The Policy is hereby amended for **South Dakota** as follows:

1. The following Exclusion 7. appearing in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted in its entirety:  
7. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician”;
2. Exclusion 13. appearing in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:  
13. any amount paid under any Worker's Compensation, Disability Benefit or similar law;
3. The last sentence of the **Legal Actions** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:  
No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.

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

T210-AE SD2

## TENNESSEE INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The last sentence in the first paragraph of the definition of “**Complications of Pregnancy**” appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:  
**Complications of Pregnancy** also includes pre-eclampsia, 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.
2. The **Subrogation** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is amended to include this sentence which will appear as follows at the end of the provision:  
You are entitled to reimbursement of reasonable attorney fees You have incurred when the Company applies rights of recovery under this Subrogation provision.
3. The **Misstatement of Age** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:  
**Misstatement of Age:** If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

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

T210-AE TN

## UTAH INDIVIDUAL AMENDATORY ENDORSEMENT

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

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

1. The Company address on the Cover Page is deleted and replaced as follows:  
5 Christopher Way, Eatontown, NJ 07724
2. The third paragraph of the **Exposure and Disappearance** provision in **COVERAGE ACCIDENTAL DEATH AND DISMEMBERMENT** and the second paragraph of the **Exposure and Disappearance** provision in

**COVERAGE ACCIDENTAL DEATH AND DISMEMBERMENT** appearing in **SECTION II. COVERAGES** is deleted and replaced as follows:

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

3. The definition of **Family Member** appearing in **SECTION III. DEFINITIONS** is amended to include a child placed for adoption with the Insured.
4. The definition of **Complications of Pregnancy** appearing **SECTION III. DEFINITIONS** is deleted and replaced as follows:

**“Complications of Pregnancy”** means diseases or conditions the diagnoses of which are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, a spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia.

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

5. Exclusion 8. appearing **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:
  8. the voluntary commission of or attempt to commit a felony or being voluntarily engaged in an illegal occupation;

6. The last sentence in the **MEDICALLY FIT TO TRAVEL EXCLUSION** appearing **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

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

7. The **Claim Procedures: Proof of Loss:** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss does not bar recovery under the Policy if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

8. The **Payment of Claims: When Paid:** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

9. The **Concealment and Misrepresentation** provision in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this Policy has been fraudulent or materially misrepresented. Notice of cancellation of the Policy for fraud or material misrepresentation will be delivered to You 30 days prior to the effective date of cancellation.

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

T210-AE UT

### **VERMONT INDIVIDUAL AMENDATORY ENDORSEMENT**

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

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

- A. The references to “Usual and Customary” appearing in **ACCIDENT & SICKNESS MEDICAL EXPENSE, EMERGENCY MEDICAL EVACUATION, NON-EMERGENCY MEDICAL EVACUATION, MEDICAL**

**REPATRIATION, AND RETURN OF REMAINS COVERAGES** in **SECTION II. COVERAGES** are replaced by “Reasonable and Necessary”.

- B. The following definitions appearing in **SECTION III. DEFINITIONS** are revised as follows:

“**Usual and Customary**” will now appear as “**Reasonable and Necessary**”;

In “**Pre-Existing Condition**” all references to 60 are replaced with 60;

In “**Coinsurance**” all references to “Usual and Customary” are replaced with “Reasonable and Necessary”.

- C. The following exclusions appearing in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** are deleted and/or deleted and replaced or amended as follows:

4. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;

19. deleted in its entirety (relating to mental or nervous condition);

21. deleted in its entirety (relating to device, weapon, material employing chemical, biological, radiological);

**PRE-EXISTING CONDITION EXCLUSION:** all references to 60 are replaced with 60.

**Payment of Claims: When Paid** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Payment of Claims: When Paid:** We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.

- D. The last sentence in the **Physician Examination and Autopsy** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

The Company may have an autopsy done (at the expense of the Company) unless the law or Your religion forbids it.

- E. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION VI. GENERAL PROVISIONS**:

However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.

- F. **SECTION VI. GENERAL PROVISIONS** is amended to include the following provisions at the end of that section:

**Vermont law regarding civil unions:** Vermont law requires that insurance policies and certificates offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with Vermont law regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Policy designating Insured, Eligible Person, Family Member, You/and or Your and another other policy definitions and provisions designating an Insured under this Policy are amended, whenever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used to indicate parties to a civil union and their families under Vermont law.

**Vermont Controlling Law:** 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.

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

T210-AE VT2

### **WYOMING INDIVIDUAL AMENDATORY ENDORSEMENT**

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

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

1. In the definition of **Pre-Existing Condition** appearing in **SECTION III. DEFINITIONS**, Item 1) is deleted and replaced as follows:

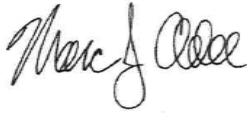
- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;
2. In the **Pre-Existing Condition Exclusion** provision appearing in **SECTION IV. GENERAL EXCLUSIONS**, Item 1) is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

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

T210-AE WY2

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

SAMPLE ONLY



## **GRIEVANCE PROCEDURES**

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

### **DEFINITIONS**

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

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

### **INFORMAL GRIEVANCE PROCEDURE**

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

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

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

### **FORMAL GRIEVANCE PROCEDURE**

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

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

#### **First Level Review**

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

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

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

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

### **Second Level Review**

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

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

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

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

The panel must be comprised of persons who:

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

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

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

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

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;

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

### **EXPEDITED REVIEW**

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

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

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

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

## **PRIVACY POLICY AND PRACTICES**

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

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

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

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

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

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

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

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

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

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

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

### **How to contact Us**

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

Privacy Policy Coordinator  
Fairmont Specialty  
5 Christopher Way, 3<sup>rd</sup> Floor  
Eatontown, New Jersey 07724