

# **Insiders Club**

## **Insiders Club - Confirmation of Benefits**

Benefit	Classic	Classic Plan	Silver	Silver Plus	Platinum	Platinum Plus
Accidental Death & Dismemberment (AD&D)1	\$250,000	\$250,000	\$750,000	\$750,000	\$1,000,000	\$1,000,000
Emergency Medical Expense <sup>2</sup>	N/A	N/A	\$2,500	\$2,500	\$5,000	\$5,000
Trip Cancellation & Trip Interruption	N/A	\$1,000	N/A	\$1,000	N/A	\$1,000
Lost/Stolen Checked Baggage <sup>3</sup>	\$2,000	\$2,000	\$2,500	\$2,500	\$5,000	\$5,000
Baggage Delay	N/A	\$150	\$150	\$150	\$300	\$300
Trip Delay	N/A	\$150	\$150	\$150	\$300	\$300
Emergency Evacuation/Repatriation	\$25,000	\$25,000	\$50,000	\$50,000	\$75,000	\$75,000
Rental Car Loss Damage Waiver (LDW) <sup>4</sup>	N/A	N/A	N/A	N/A	\$25,000	\$25,000

<sup>1</sup> Travel Accident Protection limited to \$50,000 for Dependent Child(ren) who have been enrolled in the family plan and for whom required plan costs have been paid.

- <sup>2</sup> Emergency Medical Expense is in excess of all valid and collectible insurance.
- <sup>3</sup> A sub-limit of 10% of the lost or stolen baggage benefit or \$250 per item (\$200 Classic), whichever is less, shall apply to the loss of jewelry or furs owned by the Insured. A sub-limit of \$1,000 (Classic level), \$1,250 (Silver level) and \$2,500 (Platinum level) shall apply to sporting equipment that has been checked with the Common Carrier and for which a claim check has been provided by the Common Carrier.
- <sup>4</sup> Coverage is not available to residents of Texas.

#### **United States Fire Insurance Company**

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

#### **Travel Protection Insurance**

#### **Certificate of Insurance**

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Benefits. It provides the Insured with specific information about the program he or she purchased. The Insured should contact the Company immediately if he or she believes that the Confirmation of Benefits is incorrect.

Signed for the Company,

Aoulas M Likhy

## President,

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

## Section I. Coverages

## Coverage A

#### Common Carrier Accidental Death and Dismemberment

This Coverage A Benefit is provided only if shown as covered on the Confirmation of Benefits.

When You sustain covered Injuries: (a) received while a passenger (not as a pilot, operator or member of the crew) riding in, boarding or alighting from a public conveyance provided by a Common Carrier; and (b) resulting in any of the following losses within 365 days from the date of the accident; benefits will be paid as follows:

Loss of Life	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and One Eye	
or One Foot and One Eye	Principal Sum
Loss of One Hand, One Foot	
or One EyeOne-Ha	alf 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 Confirmation of Benefits.

#### **Exposure and Disappearance**

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

If, while insured under this Coverage A, You are in an accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which he or she is covered by this Coverage

A, and if his or her body has not been found within 52 weeks from the date of the accident, it will be presumed, unless there is evidence to the contrary, that he or she suffered loss of life as a result of those Injuries.

#### **Coverage B**

## Accidental Death And Dismemberment - Flight Only

This Coverage B Benefit is provided only if shown as covered on the Confirmation of Benefits.

When You sustain covered Injuries:

(a) while riding solely as a passenger in an aircraft on a regularly scheduled airline flight or regularly scheduled charter operated; (i) in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board; (ii) by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates; or (iii) by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline. (b) Received while riding as a passenger in any land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this policy. (c) Received while riding as a passenger in a vehicle licensed to carry passengers for hire, but only: When going to an airport to board an aircraft on which you are covered by this policy; or When leaving an airport after alighting from such an aircraft.

Benefits will be paid as follows:

Loss of Life	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and One Eye	
or One Foot and One Eye	Principal Sum
Loss of One Hand, One Foot	
or One EyeOne-Ha	alf Principal Sum

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

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

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

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

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

## Exposure and Disappearance

If, while insured under this Coverage B, You are unavoidably exposed to the elements because of a covered accident and

suffer a loss for which benefits are payable under this Coverage B, such loss will be covered.

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

## Coverage C

## Accident Medical Expense

For the purpose of this benefit: "Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to: 1. The services of a Legally Qualified Physician; 2; Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury); 3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury, which occurs during the Covered Trip. You must receive the initial Medical Treatment for the Injury within 30 days after the date of the accident, which caused the Injury. All services, supplies or treatment must be received within the 26 weeks following the date of the accident.

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

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## **Coverage D**

## Sickness Medical Expense

This Coverage D is made a part of the policy. It is subject to all the provisions of this Coverage D.

For the purposes of this benefit:

**Covered Expense** means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to: 1. The services of a Legally Qualified Physician; 2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of a Sickness); 3. Transportation furnished by a professional ambulance company to and/or from a Hospital; and 4. Prescribed drugs, prosthetics and therapeutic services and supplies. Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness, which manifests itself during the Covered Trip. You must receive initial Medical Treatment for the Sickness within 30 days of onset of the Sickness. All services, supplies or treatment must be received within the 26 weeks following the onset of the Sickness.

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

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

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## **Coverage E**

## **Trip Cancellation**

This Coverage E is made a part of the policy. It is subject to all the provisions of this Coverage E.

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

- 1. Death involving You or Your Family Member;
- A covered Sickness or Injury involving You or Your Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
- 3. Bankruptcy or Default of an airline or cruise line, or or Travel Supplier (other than the travel agency from whom You purchased your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's 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 the Insured to transfer to another airline in order to get to the Insured's intended destination.

Provided such circumstances occurred after Your effective date.

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

The maximum payable under this benefit is the lesser of a) total cost of the Insured's Covered Trip; or b) the total amount of coverage the Insured purchased.

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

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## Coverage F

## **Trip Interruption**

This Coverage F is made a part of the policy. It is subject to all the provisions of this Coverage F.

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

- 1. Death involving You or Your Family Member;
- A covered Sickness or Injury involving You or Your Family Member or Your Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
- 3. Bankruptcy or Default of an airline or cruise line, or Travel Supplier (other than the travel agency from whom You purchased your travel arrangements) which stops service more than 14 days following Your Effective Date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's 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 the Insured to transfer to another airline in order to get to the Insured's intended destination.

Provided such circumstances occurred after Your Effective Date.

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

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

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

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## Coverage G

## Baggage and Personal Effects

This Coverage G Benefit is provided only if shown as covered in the Confirmation of Benefits.

For the purposes of this Benefit:

"Baggage and Personal Effects" means goods being used by an Insured during a Covered Trip. The term Baggage and Personal Effects does not include:

- 1. animals;
- 2. automobiles and automobile equipment;

- 3. boats or other vehicles or conveyances;
- 4. trailers;
- 5. motors;
- 6. aircraft;
- bicycles, except when checked as baggage with a Common Carrier;
- 8. household effects and furnishings;
- 9. antiques and collectors items;
- sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
- 11. prosthetic limbs;
- 12. prescribed medications;
- keys, money, credit cards (except as coverage is otherwise specifically provided herein),
- securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 15. professional or occupational equipment or property, whether or not electronic business equipment; or
- 16. telephones, computer hardware or software;

For Baggage and Personal Effects: Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to baggage and personal effects; (b) subject to all Exclusions and Limitations in the policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force. The lesser of the following amounts will be paid: a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage; b) the cost to repair or replace the article with material of a like kind and quality; or c) \$200 per article.

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

For Baggage Delay: If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours (8 hours for Platinum Plan) from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

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

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## **Coverage H**

#### **Trip Delay**

This Coverage H Benefit is provided only if shown as covered in the Confirmation of Benefits.

If You are delayed for 12 hours; 8 hours or more under the Platinum Plan while in route to or from a Covered Trip, due to: quarantine, hijacking, Strike, natural disaster, terrorism or riot; equipment failure of a Common Carrier; benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for: reasonable accommodation and meal expenses up to \$150 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

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

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

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

The maximum Benefit Amount is shown in the Confirmation of Benefits.

## Coverage I

**Emergency Medical Evacuation, and Return of Remains** This Coverage I Benefit is provided only if shown as covered in the Confirmation of Benefits.

When You suffer loss of life for any reason or incurs a Sickness or Injury during the course of a Covered Trip, the following benefits are payable, up to the Maximum Benefit Amount.

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

Transportation must be via the most direct and economical route.

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

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

If benefits are payable under this Coverage I and You have other insurance that may provide benefits for this same loss, the

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

The Maximum Benefit Amount is shown in the Confirmation of Benefits.

## Coverage J

#### **Collision Damage Waiver**

The Insured is eligible for benefits up to the Maximum Benefit Amount per reservation if the Insured rents a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in the Insured's control while in the Insured's possession, or the car is stolen while in the Insured's possession and is not recovered. The Company will pay the lesser of: (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or (b) The Actual Cash Value of the car, meaning purchase price less depreciation; or (c) The amount shown on the Schedule.

Coverage is provided to the Insured, provided the Insured and Traveling Companions are licensed drivers, and are listed on the rental agreement.

Coverage is provided to the Insured for up to thirty-one (31) consecutive days.

## Definitions

**Exotic Vehicles** includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR.

## What Is Not Payable Under Collision Damage Waiver

Unless otherwise stated, benefits are not payable for:

- Any obligation of the Insured, a Traveling Companion or Family Member traveling with the Insured assumed under any agreement (except insurance collision deductible);
- Rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
- 3. Any loss which occurs if the Insured or anyone traveling with the Insured are in violation of the rental agreement;
- 4. Failure to report the loss to the proper local authorities and the rental car company;
- 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;
- 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); contamination by a radioactive material;
- 8. Waiver or assumption of expenses by the commercial car rental agency; expenses covered under any other policy of insurance; any contents of the vehicle.

#### Additional Claims Provisions Specific To Collision Damage Waiver

The following outlines the Insured's Duties in the event of any damage to the vehicle. The Insured 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 the Company all documentation such as rental agreement, police report and damage estimate.

## Section II. Definitions

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

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

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

**Confirmation of Benefits** means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

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

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

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

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

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

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

**Insured** means the person(s) named on the enrollment form or Roster as the Principal Participant, participant's spouse or participant's child.

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

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

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

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

**Pre-Existing Condition** means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or Your and/or Traveling Companion's Family Member or Your Business Partner for which within the 60 day period prior to the effective date of Your Trip Cancellation coverage under the Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

**Published Penalties** means any published cancellation penalties issued by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of trip sale. The maximum amount reimbursable under the travel agencies published penalties is 10% of the total trip cost excluding taxes and other noncommissionable items.

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

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

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

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

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

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

**Traveling Companion** means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the trip.

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

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

#### **Section III. Insuring Provisions**

#### Insured's Term of Coverage:

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

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

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

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

## Section IV. General Limitations and Exclusions

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

- resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
- 2. resulting from an act of declared or undeclared war;
- 3. while participating in maneuvers or training exercises of an armed service;
- 4. while riding, driving or participating in races, or speed or endurance contests;
- while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 6. while participating as a member of a team in an organized sporting competition;
- 7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
- 8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
- received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
- to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 11. due to normal childbirth, normal pregnancy through the first 6 months of pregnancy or voluntarily induced abortion;
- 12. for dental treatment;
- 13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits: or;
- due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation and Return of Remains coverage.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless

the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72 hour period, the Company will not pay for additional charges, which would not have, been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72 notice requirement does not apply; however, You must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

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

Benefits are not payable for any loss caused by or resulting from: a) breakage of brittle or fragile articles; b) wear and tear or gradual deterioration; c) confiscation or appropriation by order of any government or custom's rule; d) theft or pilferage while left in any unlocked vehicle; e) property illegally acquired, kept, stored or transported; f) Your negligent acts or omissions; or g) property shipped as freight or shipped prior to the Scheduled Departure Date.

## **Section V. General Provisions**

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

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

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

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

**Payment of Claims:** Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You: and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries: a) the Principal Insured's spouse; b) the Principal Insured's child or children jointly; c) Your parents jointly if both are living or the surviving parent if only one survives; d) Your brothers and sisters jointly; or e) the Principal Insured's estate.

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

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

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

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

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

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

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

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

#### Additional Claims Provisions Specific to Baggage

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

a) take all reasonable steps to protect, save or recover the property: b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss: c) produce records needed to verify the claim and its amount, and permit copies to be made: d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and e) be examined, if requested.

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

#### Section VI. Coordination of Benefits

#### Applicability

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

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan: (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

#### Definitions

**Plan** is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes: (a) group insurance and group remittance subscriber contracts; (b) uninsured arrangements of group coverage; (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and (d) blanket contracts, except blanket school accident coverages or a similar group when the Policy:

Plan does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

This Plan is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

Primary Plan is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either: (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first. **Secondary Plan** is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decides the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

Allowable Expense is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

**Claim** is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

**Claim Determination Period** is the period of time, which must not be less, than 12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether over insurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

#### **Order of Benefit Determination Rules**

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless: (a) the other Plan has rules coordinating its benefits with those of This Plan; and (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

**Rules.** This Plan determines its order of benefits using the first of the following rules which applies: (a) Nondependent/ Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent. (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

#### Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

#### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give us any facts we need to pay the Claim.

#### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, we may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

#### **Right of Recovery**

If the amount of the payments made by us is more than we should have paid under this COB provision, we may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

#### **Non-complying Plans**

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (noncomplying Plan) on the following basis: (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis; (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, we will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, we will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

#### **State Exceptions**

**ARKANSAS:** The Provision entitled "Legal Actions" is amended so that the "three year" period reads "five years or within the time allowed by law".

CALIFORNIA: This plan provides cancellation coverage for your trip and other insurance coverages that apply only during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies. If you have any guestions about your current coverage, call your insurer, insurance agent or broker. The purchase of this plan is not required in order to purchase any other travel product or service offered to you by your travel retailers. Unless individually licensed as an insurance agent, your travel agent is not gualified or authorized to answer your technical questions about the benefits, exclusions or conditions of this plan or to evaluate the adequacy of any existing insurance coverage you may have. Questions should be directed to the plan administrator at the toll-free number provided.

**FLORIDA:** The Provision, Legal Actions is deleted and replaced with the following: Legal Actions: No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 5 years after the time required for giving proof of loss. This 5-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

HAWAII: The provision entitled "Arbitration" is deleted in its entirety.

**IDAHO:** The definition of Hospital is amended to read: Hospital means a provider that is a short-term, acute, general hospital that: 1. is a duly licensed institution; 2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick person by or under supervision of Physicians; 3. has organized departments of medicine and major surgery; 4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and

5. is not other than incidentally: a) a skilled nursing facility, nursing

home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; b) a place for the treatment of mental Illness; c) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or d) a place for the treatment of pulmonary tuberculosis.

ILLINOIS: 1. The definition of Pre-existing Condition in the DEFINITIONS section is deleted and replaced with the following:

"Pre-existing Condition" means any disease, illness, sickness, malady or condition of an Insured, or Traveling Companion, or the Insured's and/or Traveling Companion's Family Member, or the Insured's Business Partner for which Medical advice, diagnosis, consultation, or treatment was received from a Legally Qualified Physician within 24-months prior to the effective date of coverage; or Symptoms existed within 12-months prior to the effective date of coverage which, in the opinion of a Legally Qualified Physician, would indicate that the disease, illness, sickness, malady or condition probably began and manifested itself prior to the effective date of coverage and would cause a reasonable person to seek diagnosis, care, or treatment. 2. The following statement is added to GENERAL CLAIM PROVISIONS, the section titled Time of Payment Of Claims: All claims will be paid within 30-days after receipt of due written proof of loss. If we have not paid the claim within this timeframe, we will pay interest at the rate of 9% from the 30th day after receipt of all necessary proof of loss, to the date of payment. We will not pay interest amounting to less than one dollar.

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

**MISSISSIPPI:** The provision entitled "Legally Qualified Physician" is amended to read: "Legally Qualified Physician" means a health care practitioner or a Christian Science Practitioner (a) other than an Insured, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a health care practitioner in the place where the services are rendered.

The provision entitled "Notice of Claim" is amended so that the "20 days" notice reads "30 days".

The provision entitled "Time of Payment of Claims" is amended to read:

Benefits payable for any loss will be paid within 45 days after receipt of due written proof of such loss. Benefits due are overdue if not paid within 45 days after the Company or We receive proof of loss and the necessary information to adjudicate the claim and the necessary medical information and other information essential for Us to administer any coordination of benefits and subrogation provisions. If such information is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 45 days after the Company receives such proof. Any part or all of the remainder of the claim that is later supported by such proof is overdue if not paid within 45 days after the Company

receives such proof. To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the claimant or beneficiary in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

If the claim is not denied for valid and proper reasons by the end of such period of 45 days, the Company must pay You interest on accrued benefits at the rate of one and one-half percent (1  $\frac{1}{2}$ %) per month on the amount of such claim until it is finally settled or adjudicated.

In the event the Company fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest that may accrue as provided above and any other damages as may be allowable by law.

The Provision entitled "Physical Examination and Autopsy" is retitled "Physical Examination" and amended to read:

Physical Examination: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company will bear all costs for this.

The provision entitled "Subrogation" is amended to read: Subrogation: To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. No subrogation will occur until You have been made whole for your damages.

**MISSOURI:** The definition of Hospital is amended to read: **Hospital** means a facility that: (a) holds a valid license if it is required by the law; (b) operates primarily for the care and treatment of sick or injured persons as in-patients; (c) has a staff of one or more Physicians available at all times; (d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call; (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and (f) s not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

The definition of Pre-existing Condition is amended to read: **Pre-Existing Condition** means any injury, sickness or condition of You, an Insured's Traveling Companion, an Insured's Family Member booked to travel with him or her, You or an Insured's Traveling Companion's Family Member for which within the sixty (60) day period prior to the effective date of Trip Cancellation coverage under the Group Policy such person received diagnosis or treatment for such injury, sickness or condition.

The Subrogation provision is deleted in its entirety.

The Legal Actions provision is amended to read:

**Legal Actions** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

With regard to medical expenses, the "Payment of Claims" provision is amended by the addition of the following provision:

If You utilize a public hospital or clinic, and such hospital or clinic submits a claim for benefits, whether or not such person has made an assignment of benefits, the Company will pay the benefits provided by the policy directly to the hospital or clinic. If, however, a claim for benefits provided by the policy is paid and then such public hospital or clinic files a claim for benefits, the Company will not be liable for the duplicate payment of such benefits to such hospital or clinic.

With regard to Proof of Loss for the medical expense and Accidental Death and Dismemberment benefits, the provision is amended to read:

Proof of Loss: Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**MONTANA:** The definition of Sickness is amended to read: Sickness means an illness or disease, including pregnancy that is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under the Group Policy.

The following provision is added to the General Provisions section:

**Conformity with Montana statutes:** The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

In the General Limitations and Exclusions section, the exclusion related to pregnancy and childbirth is deleted in its entirety.

**NEW HAMPSHIRE:** The definition of "Family Member" is amended to read:

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

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

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

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

SOUTH CAROLINA: The provision entitled "Legal Actions" is amended so that the "three year" period reads "six years". The provision entitled "Subrogation is amended to read: Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right for not more than the amount of insurance benefits that the Company has paid previously in relation to THE Insured's Injury by the liable Third Party. An Insured shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. Attorneys' fees and costs must be paid by the Company from the amounts recovered.

The provision entitled "Time of Payment of Claims" is amended to read:

**Time of Payment of Claims:** The Company or its designated representative will pay the claim within 60 days after receipt of acceptable proof of loss.

VERMONT: The following disclosure is added to the certificate as follows: THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. READ YOUR CERTIFICATE CAREFULLY.

The following provision is added to the General Provisions section: Vermont law requires that insurance policies 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 this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

It is understood that policy definitions and provisions designating an insured, named insured, who is insured, who is a named insured, covered person(s), you and/or your, spouse, family member and any other policy or certificate definitions and provisions designating an insured under this certificate, are amended, wherever 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. In the General Limitations and Exclusions section, the exclusion related to racing is amended to include "only when racing in a professional capacity".

In the General Limitations and Exclusions section, the exclusions relating to mountaineering, skydiving, hang gliding, bungee cord jumping, scuba diving and the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents are deleted in their entirety.

**WEST VIRGINIA:** The following exclusions are amended to read as follows: 7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;

WISCONSIN: The provision entitled "Subrogation" is amended to read:

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

**WYOMING:** The provision entitled "Legal Actions" is amended so that the "three year" period reads "four years".

#### **Summary of Provisions**

The Universal Air Travel Plan (UATP) has arranged for these benefits as a service to its members and is not responsible or liable for any services, claims or benefits which may arise under the Policies and Agreement described in this Description of Coverage. This plan is available to U.S., Canada and Puerto Rico residents only.

Universal Air Travel Plan (UATP) reserves the right to change or substitute companies providing services or coverage at any time without notice to the Insured, provided that the new services or coverage are at least equal to the services and coverage described herein.

Certificate Policy Number: US043224

Effective Date and Term of Coverage: Membership becomes effective on the first day of the month following the receipt of enrollment and payment. The coverage of the Insured shall be for a term of one year, unless the coverage is renewed for an additional term. This protection is valid only upon payment of the total required plan cost and will not cover any losses suffered prior to purchase.

All members of UATP's Insider's Club who choose to include coverage for their Spouse and/or Dependent Child(ren) in the Classic Family, Classic Plus Family, Silver Family, Silver Plus Family, Platinum Family or Platinum Plus Family must enroll the family members and pay the required annual plan costs to be eligible for benefits.

The Covered Trip must occur during the Term of Coverage and does not apply while acting or training as pilot or crew member or dead-heading (member of an airline's flight staff carried free of charge while not working on that specific flight).

**Termination of Coverage:** The coverage of the Insured shall terminate automatically on the earliest of any of the following occurrences:

- 1. On the date the Policy is terminated;
- 2. On the expiration date of the Policy term for which plan cost has been paid.

#### **On Call International**

On Call International (On Call) provides a 24-hour emergency telephone assistance service for your benefit so that, in the event of an emergency during the term of this coverage, multi-lingual help and advice may be furnished.

#### **Emergency Cash Transfer Assistance**

If you need emergency cash during your Covered Trip, On Call can help arrange a transfer through your credit cards, family, friends, employer, or similar source.

#### Medical Consultation and Monitoring

Should you need local medical care during your Covered Trip, On Call can assist in contacting your personal Physician or family, if necessary, to provide information on the care you are receiving.

#### **Emergency Legal Assistance**

During the course of your Covered Trip, you may visit many foreign countries. Should any problems arise requiring legal assistance, On Call can help you find English-speaking local counsel.

#### **Emergency Medical & Dental Assistance**

Unexpected medical and dental emergencies can happen anywhere, anytime. You may be in unfamiliar surroundings when you suddenly need medical or dental care. On Call can help you locate an English speaking Physician or dentist or the nearest qualified medical facility, and can also assist in arranging for special emergency medical transportation, such as an air ambulance.

#### Lost Travel Documents Assistance

On Call's multi-lingual staff can provide assistance in handling unexpected complications such as lost passports, tickets, luggage, or other valuable travel documents or belongings.

## **Emergency Medical Payment Assistance**

Many foreign hospitals require immediate settlement of bills before treatment or may withhold your passport until they receive full payment. Physicians and hospitals worldwide can contact On Call to help you arrange, if required, immediate settlement of covered Medical Expenses if other sources are not available. To access emergency assistance, call **1-(800) 618-0692** or, from outside the U.S. or Canada, call collect: **1-(603) 898-2679** 

Note that the problems of distance, information and communications make it impossible for United States Fire Insurance Company, Berkely or On Call International to assume any responsibility for the availability, quality, use or results of any emergency service. In all cases, you are still responsible for obtaining, using and paying for your own required services of all types.

## Where To Report Claims

Trip Cancellation Claims: Call Berkely IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. Berkely will then forward the appropriate claim form which must be completed by you AND THE ATTENDING PHYSICIAN, if applicable.

**Emergencies Arising During Your Covered Trip:** For covered emergencies requiring evacuation or interruption of your Covered Trip, contact On Call International immediately at the following numbers: Within the U.S. and Canada: 1-(800)618-0692 or, outside the U.S. and Canada, call collect\*: 1-(603)898-2679. Identify yourself by the above policy number and give the details of your problem or medical emergency.

\*If you have any difficulty making this collect call, contact the local phone operator to connect you to a U.S.-based, long-distance service. In this case, please let the Assistance Provider answering the phone know the number you are calling from, so that he/she may call you back. Any charges for the call will be considered reimbursable benefits.

**Claims Notification Upon Your Return:** Report your claim in writing as soon as possible to Berkely. Provide the policy number above, your travel dates, and details describing the nature of your loss. Upon receipt of this information, Berkely will promptly forward you the appropriate claim form to complete.

#### Berkely, 159 East County Line Road, Hatboro, PA 19040 1-(800)383-0049 • 1-(215)773-5350 uatp@berkely.com • www.travelclaim.com Office Hours: 9AM - 6PM (EST), Monday – Friday

**Important:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or illness occurred; receipts for medical services and supplies; receipts from the hospital; police reports or claims reports from parties responsible (i.e., airline, cruise line, hotel, etc.) for loss, theft, damage or delay. In the event of a baggage claim, receipts for damaged items will be required. In the event of a baggage delay or trip delay claim, receipts for any additional Covered Expenses will be required, as well as verification of any delay. For additional information about the plan or to make a claim, please contact the Plan Administrator. This plan provides cancellation coverage for your trip and other insurance coverages that apply only during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies. If you have any questions about your current coverage, call your insurer, insurance agent or broker.

This program was designed and administered by Aon Affinity Berkely Travel.

Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc.; (AR 244489); in CA, MN & OK, AIS Affinity Insurance Agency, Inc. (CA 0795465); in CA, Aon Affinity Insurance Services, Inc., (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY and NH, AIS Affinity Insurance Agency. Affinity Insurance Services is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner.

#### Participating Organization:

Universal Air Travel Plan, Inc. 1301 Pennsylvania Avenue, NW Washington, DC 20004-1707

#### Plan Administrator:

Berkely 159 East County Line Road Hatboro, PA 19040

#### Plan Underwritten by:

United States Fire Insurance Company 5 Christopher Way, Eatontown, NJ 07724



3/2013