

# ROUNDTRIP CHOICE PROTECTION PLAN

Administered by:  
Seven Corners, Inc.  
Carmel, IN USA

## **IMPORTANT**

For a list of the benefits and limits you purchased, please refer to your ID Card.

Note: Certain capitalized words are defined terms in the attached Certificate of Insurance.

If you entered \$0 as your trip cost, there is no Trip Cancellation benefit, and the Trip Interruption benefit covers only return airfare up to \$1,000 per person. All other benefits apply.

**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 PROTECTION 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 accompanying 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) 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. If coverage is needed for an additional Trip, a new enrollment form must be completed and correct premium submitted to the administrator. A new Pre-Existing Condition Exclusion will apply for each additional Trip.

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

**LIMITED BENEFIT COVERAGE**

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## SCHEDULE OF BENEFITS

POLICYHOLDER NAME: \_\_\_\_\_

Benefit Per Trip	Maximum Benefit Amount/Principal Sum
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### Part A – Travel Arrangement Protection

Trip Cancellation.....	Trip Cost (\$0-\$20,000)
Optional Trip Cancellation for Work Reasons	Trip Cost
Trip Interruption.....	150% of Trip Cost
T210-IP-Choice	
Missed Connection .....	\$1,000
Travel Delay Up to \$300 Per Day .....	\$600
Baggage and Personal Effects .....	\$1,500
Baggage Delay.....	\$300 (12 hours)
OPTIONAL Cancel For Any Reason Benefit Up To	75% of Non-Refundable Trip Cost
OPTIONAL Lost Skier Days/Equipment Rental.....	\$500, \$1,000
OPTIONAL Lost Golf Rounds/Equipment Rental.....	\$500, \$1,000
OPTIONAL Rental Car Damage.....	\$35,000

### Part B – Travel Insurance Benefits

Accidental Death & Dismemberment	
24-Hour (Other than Air Flight) .....	\$10,000
OPTIONAL Air Flight Only.....	\$100,000, \$250,000, or \$500,000
Common Carrier Only.....	\$10,000
Political Evacuation.....	\$20,000 (non-Medical Evacuation)
Medical Expense/Emergency Assistance	
Accident & Sickness Medical Expense .....	\$100,000
Emergency Medical Evacuation.....	\$500,000

## 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 Seven Corners prior to the scheduled departure time on the Scheduled Departure Date of Your Trip, the earlier of: 1) at 12:01 a.m. on the day following the date the appropriate premium for this Policy for Your Trip is received Seven Corners; or 2) if mailed, at 12:01 a.m. on the day after the postmark date the appropriate premium for this Policy for Your Trip is received. This is Your “Effective Date” and time for Trip Cancellation.

**Travel Delay:** Coverage begins after You have traveled 100 miles or more from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

**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 and Travel Delay.

## **When Coverage For Your Trip Ends – Coverage Termination Date:**

**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) the date and time You depart on Your Trip or 2) the date and time You cancel Your Trip.

**All Other Coverages:** 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, 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 5 days after the Scheduled Return Date.

## **SECTION II. COVERAGES**

### **COVERAGE A 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 the Published Penalties and unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements, including up to \$75 for the cost of airline imposed fees to rebook 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 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 covered Sickness or Injury, which: a) occurs before departure on Your Trip, 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 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 30 calendar days after the Natural Disaster makes Your primary place of residence uninhabitable. Your primary place of residence 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. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- d. Unannounced Strike that causes complete cessation of services for at least 48 consecutive hours of the Common Carrier on which You are scheduled to travel;
- e. Inclement Weather that causes complete cessation of services for at least 48 consecutive hours of the Common Carrier on which You are scheduled to travel;
- f. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;

- g. Involuntary employer termination or layoff affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- h. A Terrorist Incident that occurs within 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 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;
- i. Bankruptcy or Default of an airline, or 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) causing a complete cessation of travel services more than 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.
- j. Felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;

#### **OPTIONAL TRIP CANCELLATION FOR WORK REASONS**

**Optional Coverage:** Applicable only when purchased within 20 days at the time of original plan purchase and if the appropriate additional premium has been paid.

- a. 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;
- b. A transfer of You or Your Traveling Companion by the employer by whom You or Your Traveling Companion are employed on Your Effective Date which requires their principal residence to be relocated;
- c. 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 provision is not applicable to temporary employment, independent contractors or self-employed persons;
- d. 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.

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. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments or Deposits that result from all other delays of reporting beyond 72 hours are not covered.

If Your Travel Supplier cancels Your Trip, a benefit will be paid up to a maximum of \$75 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of Your Trip including the airfare cost.

The maximum payable under this Trip Cancellation Benefit is 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.

#### **COVERAGE B TRIP INTERRUPTION**

Benefits will be paid, up to a) the Maximum Benefit Amount shown in the Schedule of Benefits; or b) 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 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 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 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 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. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
  - d. Unannounced Strike that causes complete cessation of services for at least 48 consecutive hours of the Common Carrier on which You are scheduled to travel;
  - e. Inclement Weather that causes complete cessation of services for at least 48 consecutive hours of the Common Carrier on which You are scheduled to travel;
  - f. You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
  - g. Involuntary employer termination or affecting You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
  - h. A Terrorist Incident that occurs within 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 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;
  - i. Bankruptcy or Default of an airline, or 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) causing a complete cessation of travel services more than 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;
  - j. Felonious assault of You or Your Traveling Companion traveling with You within 10 days of the Scheduled Departure Date;

**Additional Trip Interruption Benefits:**

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and local transportation expenses incurred by You to remain with Your Traveling Companion up to \$150 per day, limited to 10 days and a maximum of \$1,000.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s) and local transportation expenses up to \$100 per day, limited to 10 days and a maximum of \$1,000.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 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.

### **COVERAGE C MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 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
- b) 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.

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.

### **COVERAGE D TRAVEL DELAY**

Benefits will be paid up to \$300 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 6 hours or more while en route 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.

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.



**COVERAGE E**  
**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. For the purposes of this benefit: "Baggage and Personal Effects" means goods being used by You during Your Trip.

**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) \$300 per article.

A combined maximum of \$1,000 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment.

A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

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

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors;
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collectors items;
- 10) sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, 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) telephones or PDA devices , computer hardware or software;

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 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 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;

**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.

**COVERAGE F  
OPTIONAL CANCEL FOR ANY REASON BENEFIT**

**Optional Coverage:** Applicable only when purchased within 20 days at the time of original plan purchase and if the appropriate additional premium has been paid.

If You cancel Your Trip for any reason not otherwise covered by this Policy, benefits will be paid for 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 within 20 days of the date Your initial Payment or Deposit for Your Trip is received;
- b) You insure 100% of the Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 15 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
- c) 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.

**COVERAGE G  
OPTIONAL LOST SKIER DAYS**

If You are unable to ski during Your Trip due to 50% or more of the mountain trails closing during Your Trip, benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for: the value of the ski lift ticket for the date/time of the closure only will be paid.

"Trails" means named skier paths with grade of difficulty intended to provide skiing down the mountain. Trails does not include connecting paths between trails.

1. Benefits begin on the date You arrive at the mountain or the date You have a valid ski lift ticket;
2. A minimum of 10 trails must be open on the date of Your arrival at the mountain in order to be eligible for this Benefit;
3. This Benefit does not apply to Season Passes;
4. If Your ski lift ticket applies to multiple ski mountains and one of the mountains is open for skiing per this Benefit as noted above, this Benefit is not provided;
5. Written documentation from authorized personnel at the ski location must be submitted as proof of loss;
6. Maximum Lost Skier Days Benefit is \$1,000.

Benefits are not payable for lift tickets under this Lost Skier Days Benefit if lift tickets are used for:

- Heli-Skiing
- Back Country Skiing.

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

### **COVERAGE H OPTIONAL LOST GOLF ROUNDS**

If You or Your Traveling Companion are unable to Golf during Your Trip due to the inability to complete play on at least nine (9) holes of an eighteen (18) hole round due to weather during the round where the Course management expressly cancels or puts the Golf round on delay or suspension for more than three (3) hours on the day of play, and documents same, the Company will reimburse You (on a pro-rated basis) for the value of Your Prepaid Golf tickets or greens fees for each day of the loss of Golf during Your Trip, up to the Maximum Benefit Amount shown on the Schedule of Benefits.

You must provide a copy of the Prepaid Golf receipts and reports from the resort or Course management stating the date, length of time, and reason for Course closure or reason for cancellation or suspension for which You are submitting a claim.

“Golf” or “Golfing” means the recreation of playing Golf on an officially registered Golf Course measuring over 4,000 yards with a par rating of at least sixty-eight (68) for eighteen (18) holes of play, or that has multiple eighteen (18) hole Courses of at least 4,000 yards each, within the resort and operated by the same management, that is accessed by a prepaid use ticket for rounds, play time, and/or use or admission. However, Golf or Golfing does not include miniature, executive or par-3 courses, or Golf that takes place where discounted rates are in effect for “twilight,” early evening, winter season, or nighttime play.

“Course” means land that is specifically and physically maintained for use as a Golf Course and depicted for such on a course card with distance and/or slope and handicap ratings as provided by management.

This Lost Golf rounds Benefit does not cover loss, delay, or suspension of Golf due to actual and/or tangible damage to the Course from any reason whatsoever, regardless of cause.

The following conditions must be met for this Lost Golf rounds Benefit to be payable:

- a) You must have made a confirmed reservation, including a Prepaid deposit, at least forty-eight (48) hours in advance of Your tee time with the course management;
- b) You must incur a cancellation charge by the course management if You do not play, or lose the value of Your Golf fees if play is suspended. If the operator issues You a credit, there is no loss.
- c) You or Your playing group must not have caused any delay by missing or initiating Your game past the reserved start time for the round;
- d) Maximum tee time reservations covered is five rounds for any one Trip.

**COVERAGE I  
SPORTS EQUIPMENT RENTAL**

If, while on Your Trip, Your checked sports equipment is lost, stolen, damaged or delayed by a Common Carrier for 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.

**COVERAGE J  
OPTIONAL 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, 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.

**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.

**COVERAGE K  
24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You , as a result of an Injury occurring during Your Trip sustain 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.

<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 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. The Principal Sum is shown in the Schedule of Benefits.

**COVERAGE L  
OPTIONAL AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage of the Principal Sum shown in the Table of Losses when You sustain an Injury:

- (a) while riding solely as a passenger in an aircraft on regularly scheduled airline flight or regularly scheduled charter flight 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) 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) 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; or
- (d) while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which You are covered by this Policy.

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 on the Schedule of Benefits. Benefits will be paid as follows:

<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 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.

The Principal Sum is shown in the Schedule of Benefits.

Flight Only Accidental Death and Dismemberment also includes an Accident Medical Expense Benefit that provides You a maximum of \$50 of Accident Medical Expense Benefit Limit for each \$1,000 of Your chosen Flight Only Accidental Death and Dismemberment Benefit amount.

Covered Accident Medical Expenses incurred due to Injury only are paid up to the maximum Accident Medical Expense Benefit Limit, for the following eligible expenses: treatment by a Legally Qualified Physician; care or service from a Hospital; services provided by an ambulatory medical-surgical facility; home health care from a licensed home health agency, but only if continued Hospital care would have otherwise been required; attendance of a registered graduate nurse; X-ray examination; or, use of an ambulance.

You must receive initial medical treatment within 30 days of the date of Accident. Eligible Medical Expenses must be incurred within 52 weeks of the date of Accident. This insurance does not cover injuries received while making a parachute jump (unless to save a life).

**COVERAGE M  
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.

<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 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.

**COVERAGE N  
Political Evacuation 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 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 Seven Corners Assist.

**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) civil, military or political unrest; or
- 2) 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.

#### **COVERAGE O 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 90 days or less for Sickness). Only Covered Expenses incurred during Your Trip (of duration of 90 days or less for Sickness) will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will include up to \$750 expenses for emergency dental treatment due to Injury to natural teeth. 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 authorized travel assistance company 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, prosthetics, and 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.

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



If You are traveling alone and will be hospitalized for more than 7 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.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 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 authorized travel assistance company).

**2. Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your 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 authorized travel assistance company:

- i) one-way Economy 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 authorized travel assistance company; 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 authorized travel assistance company. Transportation must be via the most direct and economical route.

**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.

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

If benefits are payable and You have other insurance that may provide benefits for this same loss, 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-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, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 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.

**“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 nonelective 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.

**“Domestic Partner”** means an opposite or same sex partner who, for at least 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 Afghanistan, Chechnya, Democratic Republic of the Congo, Iran, Iraq, Israel West Bank, Israel Gaza Strip, Ivory Coast Lebanon, Libya, North Korea, Somalia, Sudan, Syria, or 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 commonlaw 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.

**“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. 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 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, 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.

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

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 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 60 day period before coverage is effective under this Policy.

**“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 10% 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: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an 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. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country.

**“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 or supplies.

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

**“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, a scheduled trip of 90 days or less and a trip of 100 miles or more from Your primary residence for which the premium is paid.

**“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. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. 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;
7. participating in skydiving or parachuting, parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heliskiing mountaineering, any race, speed contests not including any of the regatta races, spelunking or caving, hot air ballooning, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
14. 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;
15. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
16. a loss or damage caused by detention, confiscation or destruction by customs;
17. Elective Treatment and Procedures;
18. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
19. 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 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 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 20 days of the date Your initial Payment or Deposit for Your Trip is received; and
- b) You insure all Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 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
- c) You are not disabled from travel at the time Your premium is paid.

### **EXCESS INSURANCE LIMITATION**

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.

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

### **SECTION V. PAYMENT OF CLAIMS**

**Claim Procedures: 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 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 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 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.

**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 Principal Insured's estate, We may pay up to \$1,000 to the Principal 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 Seven Corners.

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 Seven Corners 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 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

**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 Seven Corners 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.



**FOR RESIDENTS OF ARKANSAS**

**UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

**ARKANSAS 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/Certificate are 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

**FOR RESIDENTS OF CONNECTICUT**

**UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way • Eatontown,  
NJ 07724

**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 9. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

9. 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. The **Excess Insurance** provision in **SECTION IV GENERAL EXCLUSIONS** is deleted 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

T210-AE CT2

**FOR RESIDENTS OF DISTRICT OF COLUMBIA UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

# FOR RESIDENTS OF FLORIDA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## FLORIDA AMENDATORY ENDORSEMENT

(Applicable to **FLORIDA** Residents Only)

This Amendatory Endorsement, applicable to **FLORIDA** residents only, 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 **FLORIDA** Residents as follows:

The **Legal Actions** provision appearing in **SECTION VI General Provisions** is deleted and replaced as follows:

**Legal Actions:** No legal action may be brought to recover on the Policy until 60 days after the Company receives Proof of Loss. No legal action for a claim may be brought against Us more than 5 years after the time required by law for giving Proof of Loss. This 5 year time period is extended from the date Proof of Loss is furnished and the date the claim is denied in whole or in part.

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

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

# FOR RESIDENTS OF GEORGIA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## 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 1. 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. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country.

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.

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

Signature



Marc J. Adeo  
Chairman and CEO

Signature



James Kraus  
Secretary

## FOR RESIDENTS OF HAWAII UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

### 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.

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

Signature



Marc J. Adey  
Chairman and CEO

Signature



James Kraus  
Secretary

**FOR RESIDENTS OF IDAHO**

**UNITED STATES FIRE INSURANCE COMPANY**  
Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**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:

1. The **Trip Cancellation, Trip Interruption, Non-Medical Emergency Evacuation, Cancel For Any Reason, Interruption For Any Reason, Accidental Death & Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only, Common Carrier Only, Accident Medical Expense, Sickness Medical Expense, 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 \$0 – 500,000.

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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary



**FOR RESIDENTS OF ILLINOIS**

**UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**ILLINOIS 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 **Illinois** as follows:

**A.** Item b.(i) under “**Other Covered Reasons**” in both **COVERAGE A TRIP CANCELLATION** and **COVERAGE B TRIP INTERRUPTION** appearing in **SECTION II. COVERAGES** is deleted and replaced as follows:

(i) the building structure itself is unstable and there is a risk of collapse;

B. The Company will not be liable for claims, under the Coverage Part B, directly arising from any hazardous pursuit or occupation or flying except while flying as a passenger in a fully-licensed multi-engine passenger-carrying aircraft.

**B.** The last sentence in the definition of “**Injury**” or “**Injuries**” appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity and must not be caused by, or result from, Sickness.

**C.** The definition of “**Complications of Pregnancy**” appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“**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, hyperemesis gravidarum, preeclampsia, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective 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 and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**D.** 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 manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

E. The following Exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted in their entirety and will not appear:

4.Races; T210-

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5.Mountaineering;

6.Organized sports;

7.Sporting activities;

8.Piloting;

F. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV GENERAL EXCLUSIONS and LIMITATIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

G. 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. Failure to pay within such period shall entitle You to interest at the rate of 9% per annum from the 30<sup>th</sup> day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

H. The 1<sup>st</sup> sentence in the last paragraph of 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) Your estate, We may pay up to an amount not exceeding \$1,000 to Your beneficiary or any relative whom We find entitled to the payment.

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

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

Signature



Marc J. Adey  
Chairman and CEO

Signature



James Kraus  
Secretary

T210-AE IL2

# FOR RESIDENTS OF LOUISIANA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## 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 who resides in the United States, Canada, or Mexico: 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.

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

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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.

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

Signature



Marc J. Ade  
Chairman and CEO

Signature



James Kraus  
Secretary

T210-AE LA2

**FOR RESIDENTS OF MARYLAND UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**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.

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

Signature



Marc J. Adeo  
Chairman and CEO

Signature



James Kraus  
Secretary

**FOR RESIDENTS OF MAINE**

**UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

**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 **COVERAGES J**, and **K 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 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.
3. 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.
4. 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

# FOR RESIDENTS OF MINNESOTA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## 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. All references to "**Confirmation of Benefits**" are hereby deleted and will not apply.
2. The following is added to appear as General Exclusion 20. or will appear as the last numbered Exclusion in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS**:

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

3. 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.

4. **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.

5. 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

# FOR RESIDENTS OF NEBRASKA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## 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.** In Exclusion 7. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to “any race” is changed to “any organized race”.

**D.** 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;

**E.** 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary



**FOR RESIDENTS OF OHIO**

**UNITED STATES FIRE INSURANCE COMPANY**  
Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**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.

**B.** The **Excess Insurance** provision appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and will not appear.

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

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

Signature



Marc J. Adey  
Chairman and CEO

Signature



James Kraus  
Secretary

## FOR RESIDENTS OF OKLAHOMA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

### 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. Item 1. In **When Insurance Ends – Termination Date** appearing in **SECTION I EFFECTIVE DATE AND TERMINATION DATE** is deleted and replaced as follows:

1. At 12:01 a.m. standard time on the date following the end of the period for which any required premium has been paid; or

4. 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.

5. 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.

6. 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.

7. The 5<sup>th</sup> 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.

8. 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.

9. **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 \$----- USD.

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

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

## Rhode Island Guaranty Notice

### COVERAGE, LIMITATIONS AND EXCLUSIONS UNDER RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT ("Act")

A resident of Rhode Island who purchases life insurance, annuities, or accident and health insurance should know that an insurance company licensed in Rhode Island to write these types of insurance is a member of the Rhode Island Life and Health Insurance Guaranty Association ("Association"). The purpose of the Association is to assure that a policyholder will be protected within the statutory limits, if a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will, within the statutory limits, pay the claims of insured persons who live in this state, and, in some cases, keep coverage in force. However, the protection provided through the Association is not unlimited. This protection is not a substitute for your care in selecting a company that is well managed and financially stable.

### IMPORTANT DISCLAIMER RHODE ISLAND LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION 235 PROMENADE STREET, PROVIDENCE, RI 02908 TEL (401)273-2921

The Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Rhode Island. You should not rely on coverage by the Association in selecting an insurance company or an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus or self-funded plans. Insurance companies or their agents are required by law to give or send you this summary. However, they are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance policy. Should you seek information as to the financial condition of any insurer or should you have any complaint as to an insurer's violation of the Act, you may contact the Division of Insurance at the address listed below.

RHODE ISLAND DIVISION OF INSURANCE  
222 Richmond Street, Providence, RI 02903 TEL  
(401)222-2223

The full text of the state law that provides for this safety net coverage, Rhode Island Life and Health Insurance Guaranty Association Act, ("the Act"), can be found beginning at R.I. Gen. Laws sec. 27-34.3-1. A brief summary of the Act is provided below. This summary does not cover all provisions of the law, nor does it any way change your rights or obligations or those of the Association under the Act.

#### **COVERAGE**

Generally, individuals will be protected by the Association if the individual lives in Rhode Island and: Holds a life or health insurance contract or annuity contract; or is insured under a group insurance contract issued by a member insurer. The beneficiaries, payees, or assignees of insured persons are protected as well, even if they live elsewhere.

#### **EXCLUSIONS FROM COVERAGE**

The Association does NOT protect a person holding a policy if:

- the individual is eligible for protection under a similar law of another state;
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization that is not a member of the Association;
- the policy was issued by a nonprofit hospital or medical service organization (such as, the "Blues"), an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments or by an insurance exchange.

The Association does not provide coverage for:

- a policy or portion of a policy not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus; a policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed a rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- an employer's plan to the extent that it is self-funded (that is, not insured by an insurance company, even if an insurance company administers the plan);
- an unallocated annuity contract issued to an employee benefit plan protected under the United States Pension Benefit Guaranty Corporation;
- that part of unallocated annuity contract not specified to a specific employee, union, association of natural persons benefit plan, or a government lottery;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer;
- any portion of a policy or contract to the extent that the required assessments are preempted by federal or state law;
- an obligation that does not arise under the express written terms of the policy or contract issued by the insurer.

### **LIMITATIONS ON COVERAGE**

The Act limits the amount the Association is obligated to pay. The Association cannot pay more than what the insurer would have owed under a policy or contract. Also, for any one insured life, no matter how many policies or contracts were in force with the same insurer, the Association will pay no more than:

- \$300,000 in net life insurance death benefits and no more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance;
- \$100,000 for health insurance benefits, coverages not defined as disability, basic hospital, medical, and surgical, or major medical insurance, or long-term care insurance, including any net cash surrender and net cash withdrawal values;
- \$300,000 for disability insurance and \$300,000 in long term care insurance;
- \$500,000 for basic hospital, medical, and surgical and major medical insurance;
- \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal value;
- \$250,000 in present value per payee with respect to structured settlement annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values;
- \$300,000, in the aggregate, of the present value of annuity benefits, including net cash surrender and net cash withdrawal values, with respect to an individual participating in a governmental retirement plan established under 26 U.S.C. sec.401, 403(b), or 457 and covered by an unallocated annuity contract, or to a beneficiary of the individual if the individual is deceased;
- \$5,000,000 in unallocated annuity contract benefits, irrespective of the number of contracts with respect to the contract owner or plan sponsor whose plan owns, directly or in trust, one or more unallocated annuity contracts.

Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under sections 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than \$300,000 in the aggregate per individual except hospital insurance up to \$500,000 per individual. For covered unallocated annuities that fund other plans, a special limit of \$5,000,000 applies to each contract holder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, the contract limits also apply.

These general statements as to Limitations on Coverage are only summaries of the law. The actual limitations are set forth in R.I. Gen. Laws sec. 27-34.3-3.

This information is provided by: The Association and by the Division of Insurance, whose respective addresses are provided in the Important Disclaimer, above.

**UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**RHODE ISLAND 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 **Rhode Island** as follows:

1. The definition of **Family Member** in **SECTION III DEFINITIONS** is deleted and replaced as follows:

**"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, a person who is a party to a civil union with You as Your dependent and spouse, a person who is a party to a same sex marriage with You as Your dependent and spouse, Domestic Partner.

2. The **Time of Payment of Claims** provision in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

**Time of Payment of Claims:** We, or Our designated representative, will pay the claim within 60 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

# FOR RESIDENTS OF SOUTH CAROLINA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

# FOR RESIDENTS OF SOUTH DAKOTA UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

## 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 9. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted in its entirety:

9. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician”;

2. Exclusion 15. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

15. 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary



**FOR RESIDENTS OF TENNESSEE**

**UNITED STATES FIRE INSURANCE COMPANY**  
Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**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, nonelective 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.

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

Signature



Marc J. Adey  
Chairman and CEO

Signature



James Kraus  
Secretary

## FOR RESIDENTS OF UTAH UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

### 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 definition of **Family Member** appearing in **SECTION III DEFINITIONS** is amended to include a child placed for adoption with the Insured.
3. 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.

4. Exclusion 10. appearing **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:  
10. the voluntary commission of or attempt to commit a felony or being voluntarily engaged in an illegal occupation;
5. 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.

6. 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.

T210-AE UT2

7. 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.

8. 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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

T210-AE UT2

## FOR RESIDENTS OF VERMONT UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

### 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 **COVERAGES J, and K, 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 “**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;

5. deleted in its entirety (relating to mountaineering);

7. participating in parachuting except parasailing extreme skiing, skiing outside marked trails or heli-skiing any race in a professional capacity speed contests not including any of the regatta races spelunking or caving;

**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, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.

**E.** 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.

**F.** 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.

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

T210-AE VT2

**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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

**FOR RESIDENTS OF WYOMING UNITED STATES FIRE INSURANCE COMPANY**

Administrative Offices: 5 Christopher Way •  
Eatontown, NJ 07724

**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.

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

Signature



Marc J. Adee  
Chairman and CEO

Signature



James Kraus  
Secretary

When used throughout this document “Company”, “Our”, “We”, or “Us” means:

## **United States Fire Insurance Company**

### **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).

## Grievance

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.

#### Grievance

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.

When used throughout this document “The Company”, “Our”, “We”, or “Us” means:

**United States Fire Insurance Company**

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**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 Speciality  
5 Christopher Way, 3<sup>rd</sup> Floor  
Eatontown, New Jersey 07724

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