

### SEVEN CORNERS TRIP PROTECTION ECONOMY 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")

#### 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 Michael P. McTigue Secretary

# LIMITED BENEFIT COVERAGE

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## SCHEDULE OF BENEFITS

# POLICYHOLDER NAME: Seven Corners Trip Protection Economy

# **Benefit Per Trip**

# **Maximum Benefit Amount/Principal Sum**

# Part A – Travel Arrangement Protection

| Trip Cancellation                | Trip Cost (\$0-\$20,000) |
|----------------------------------|--------------------------|
| Trip Interruption                | 100% of Trip Cost        |
| Missed Connection                | \$250                    |
| Travel Delay Up to \$100 Per Day | \$250                    |
| Baggage and Personal Effects     | \$500                    |
| Baggage Delay                    | \$100                    |
| Change Fee                       | \$75                     |
| OPTIONAL Rental Car Damage       | \$35,000                 |

## Part B - Travel Insurance Benefits

| Accidental Death & Dismemberment                           |
|------------------------------------------------------------|
| 24-Hour (Other than Air Flight)\$5,000                     |
| 24-Hour (Other than Common Carrier)                        |
| OPTIONAL Air Flight Only\$100,000, \$250,000, or \$500,000 |
| Common Carrier Only \$10,000                               |
| Medical Expense/Emergency Assistance                       |
| Accident & Sickness Medical Expense\$10,000                |
| Emergency Medical Evacuation\$100,000                      |

#### 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.

This Policy will not be cancelled by the Company.

### 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 rebank 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;
- 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:

- 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;

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) 100% 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;

- 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;
- 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 100% of the total amount of coverage You purchased or 100% 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 \$100 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 12 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 \$500 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;
- 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 24 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 CHANGE FEE**

The Company will pay a maximum of \$75 for the fees associated with a change to Your air itinerary.

# COVERAGE G 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
- 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 H 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.

#### **Table of Losses**

| Type of Loss                  | Benefit Amount        |
|-------------------------------|-----------------------|
| 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 I 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:

#### **Table of Losses**

| Type of Loss                  | Benefit Amount        |
|-------------------------------|-----------------------|
| 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 J 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.

#### Table of Losses

| Type of Loss                  | Benefit Amount        |
|-------------------------------|-----------------------|
| 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 K 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 for 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;
- 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 L 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 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:
  - 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 non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.
- Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.
- "Covered Accident" means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.
- "Covered Vehicle" means a private passenger vehicle (including mini-vans, pickup trucks and sport utility vehicles) which is registered or rented to You during Your Trip, which is rated ¾ 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.

- **"Family Member"** means any of the following who resides in the United States, Canada, or Mexico: Your or Your Traveling Companion's legal spouse (or common- law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner.
- "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 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.
- "Travel Arrangements" means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Trip
- "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 heli- skiing, 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.

### **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 <a href="https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx">https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx</a>.

#### 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.

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

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

### UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

### MISSOURI 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 **Missouri** as follows:

1. The CLAIM PROCEDURES: NOTICE OF CLAIM: provision appearing in SECTION V PAYMENT OF CLAIMS is amended to include the following sentence at the end:

However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR1001.020.

2. The last sentence in 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 ten (10) years from the time written Proof of Loss is required to be furnished.

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

**Concealment and Misrepresentation**: The entire coverage will be 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 cancellation of the entire coverage 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:

Marc J. Adee Chairman and CEO Michael P. McTigue Secretary

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### **PRIVACY NOTICE**

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

### Your privacy is our concern

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

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

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

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

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

## To whom do we disclose information about you?

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

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

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

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

#### **About Our Websites**

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

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

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

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

### How to contact us

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department 305 Madison Avenue Morristown, NJ 07960 privacyinformation@cfins.com

### **Changes to this Privacy Notice**

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

### For California Residents Only:

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

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

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

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

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

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

- If you would like to make a Request to Know, go to http://www.cfins.com/request-to-know-california-residents/ or call 1.844.254.5754
- If you would like to make a Request to Delete, http://www.cfins.com/request-to-delete-california-residents/or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:

Crum & Forster Legal Department PO Box 1973 305 Madison Avenue Morristown, NJ 07962 privacyinformation@cfins.com

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

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

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