

## Group Deluxe Protection Plan

**Note:** For residents of GA, KS, LA, MN, OR, PR, SD, TX and UT, and WA, this is not Your Certificate of Insurance. Your coverage is under an individual policy and is based on the policy form TP-401-CW. To obtain Your state specific Policy please contact Travel Insured at 800-243-3174

### Worldwide Assistance Services

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical Evacuation • Medically Necessary Repatriation
- Repatriation of Remains • Medical or Legal Referral
- Inoculation Information • Hospital Admission Guarantee
  - Translation Service • Lost Baggage Retrieval
- Passport/Visa Information • Emergency Cash Advance
- Bail Bond • Prescription Drug/Eyeglass Replacement

Payment reimbursement to the Assistance Company is Your responsibility.

### **For Medical Assistance while traveling**

**Call Toll Free:**

**888-268-2824**

**(Within the United States and Canada)**

**or Call Collect:**

**603-328-1725**

**(From all other locations)**

Travel assistance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

Administered by

**TRAVEL INSURED**<sup>INTL.</sup>

**Quality Protection Worldwide**

**For questions or to report a claim, contact:**

**Travel Insured International, Inc.**

**P.O. Box 280568**

**East Hartford, CT 06128-0568**

**Customer Care-800-243-3174**

**Claims-800-243-2440**

### Claims Procedures

**To facilitate prompt claims settlement:**

#### **TRIP CANCELLATION/TRIP INTERRUPTION:**

IMMEDIATELY Call Your Travel Supplier and Travel Insured International to report Your cancellation and avoid non-Covered Expenses due to late reporting. Travel Insured International will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking Your trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc).

Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

**BAGGAGE:** Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

**United States Fire Insurance Company**

Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

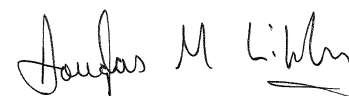
### **TRAVEL PROTECTION INSURANCE**

Certificate of Insurance

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the Schedule of Coverage. It provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Coverage is incorrect.

Signed for the Company,

President,



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

### **YOUR SATISFACTION IS IMPORTANT TO US**

If You are not satisfied for any reason You must notify Us within 10 days of purchase and return Your Certificate. We will give You a full refund of premium, provided You have not already departed on the Covered Trip or filed a claim.

**Effective Dates:** All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at Your location, on the Scheduled Departure Date, provided coverage has been elected and the required premium has been paid.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

T-11004

TP-401-CRT

**TABLE OF CONTENTS**

- I. SCHEDULE & COVERAGES**
- II. DEFINITIONS**
- III. INSURING PROVISIONS**
- IV. GENERAL LIMITATIONS AND EXCLUSIONS**
- V. GENERAL PROVISIONS**

**SECTION I. SCHEDULE & COVERAGES**

| <b>Listing of Benefits</b>  | <b>Maximum Limit</b> |
|---|----------------------|
| Trip Cancellation**   | Trip Cost*           |
| Cancel For Work Reasons**   | Trip Cost*           |
| Trip Interruption**   | 150% of Trip Cost*   |
| <i>*Up to the trip cost protected, up to the maximum of \$10,000</i>  |                      |
| <i>**For a \$0 Trip Cost, there is no Trip Cancellation and Trip Interruption is limited to \$500 Return Air only</i> |                      |
| Baggage/Personal Effects  | \$1,500              |
| Per Article Limit   | \$250                |
| Combined Articles Limit   | \$500                |
| Baggage Delay (24 hours)  | \$400                |
| Trip Delay (6 hours)  | \$750 (\$150/day)    |
| Emergency Accident and Sickness   |                      |
| Medical Expense   | \$50,000             |
| Emergency Evacuation/<br>Medically Necessary Repatriation/<br>Repatriation of Remains                                 | \$250,000            |
| Accidental Death & Dismemberment  | \$25,000             |

**Optional Coverage**

*Applicable only when purchased at the time of original plan purchase and the appropriate additional premium has been paid*

|                       |   |
|-----------------------|---|
| Cancel for Any Reason | Up to 75% of non-refundable<br>Trip Cost*** |
|-----------------------|---|

\*\*\*The lesser of 75% of the amount prepaid for the Trip or up to the maximum of \$10,000

**COVERAGE A**

**TRIP CANCELLATION/TRIP INTERRUPTION**

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

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

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the 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);
4. You or Your Traveling Companion's principal place of residence being rendered uninhabitable by fire or flood or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. Bankruptcy or Default of Your tour operator or travel supplier (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your Effective Date. This benefit only applies if the policy has been purchased within 14 days of Your initial payment for the Covered Trip and for the full cost of the Covered Trip.

7. Unannounced strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
8. Weather that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
9. Natural disaster at the site of Your destination, which renders Your destination accommodations uninhabitable;
10. Felonious Assault on You or on Your Traveling Companion within 10 days of the scheduled Departure Date;
11. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
12. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
13. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. 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 the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
14. Your family or friends living abroad with whom You were planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
15. Your normal pregnancy or attending the childbirth of Your Family Member. The pregnancy must occur after the Plan Effective Date and be verified by medical records;
16. The primary or secondary school where You or Your Dependent Children attend must extend operating session beyond the pre-defined school year, due to Unforeseen events commencing during Your plan effective period and the travel dates for Your Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered;

17. Mandatory evacuation ordered by local authorities at Your destination due to hurricane or other Natural Disaster. You must have 50% or less of Your Trip remaining at the time the mandatory evacuation ends, in order for this benefit to be payable;
18. 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;
19. You or Your Traveling Companion are required to work during the scheduled Trip. You or Your Traveling Companion must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of Your or Your Traveling Companion's employer;
20. You or Your Traveling Companion's company is directly involved in a merger or acquisition. You or Your Traveling Companion must be an active employee of the company that is merging and You or Your Traveling Companion must be directly involved in such an event;
21. You or Your Traveling Companion's company operations are interrupted by fire, flood, burglary, vandalism, product recall, Bankruptcy or financial Default.

Provided such unforeseen circumstances occurred after Your Effective Date.

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

If Your Travel Supplier cancels Your Covered Trip, You are covered for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

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

#### 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 has Your Covered Trip delayed, canceled or interrupted for a covered reason and You do not cancel.

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

The Maximum Benefit Amount is shown in the Schedule of Coverage .

### COVERAGE B OPTIONAL CANCEL FOR ANY REASON

*Not applicable for \$0 Trip Costs*

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

Be advised that the Company requires You to purchase Cancel for any Reason coverage within 14 days of Your initial Trip deposit. If after 14 days from initial Trip deposit, this coverage is not available.

The Company will pay a benefit, up to the maximum shown on the Schedule of Coverage , if You are prevented from taking Your Trip for all reasons up to 48 hours prior to departure.

In no event shall the amount reimbursed exceed the lesser of the amount You prepaid for the Trip or the maximum benefit shown on the Schedule of Coverage.

### COVERAGE C BAGGAGE AND PERSONAL EFFECTS

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

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
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, dental bridges or hearing aids;
11. prosthetic limbs;
12. prescribed medications;
13. keys, money, credit cards (except as coverage is otherwise specifically provided 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, computer hardware or software;

For Baggage and Personal Effects: Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to baggage and personal effects; (b) subject to all Exclusions and Limitations in the policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) \$250 per article.

A combined maximum of \$500 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

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 of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

**For Baggage Delay:** If, while on a Covered 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 at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

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

The Maximum Benefit Amount is shown in the Schedule of Coverage .

#### **COVERAGE D TRIP DELAY**

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

If You are delayed for 6 hours or more hours while in route to or from a Covered Trip, due to:

1. any delay of a Common Carrier. The delay must be certified by the Common Carrier;
2. a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
3. lost or stolen passports, travel documents or money (must be substantiated by a police report); or
4. quarantine, hijacking, strike, natural disaster, terrorism or riot;
5. documented weather condition preventing You from getting to the point of departure;

benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

1. the Additional Transportation Cost from the point where You were delayed to a destination where You can join the Covered Trip;
2. the Additional Transportation Cost to return You to Your originally scheduled return destination;
3. 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; and
4. the non-refundable, unused portion of the prepaid expenses for the Covered Trip as long as the expenses are supported by, proof of purchase and are not reimbursable by any other source.

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

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

The maximum Benefit Amount is shown in the Schedule of Coverage .

#### **COVERAGE E ACCIDENT AND SICKNESS MEDICAL EXPENSE**

For the purpose of this benefit:

“Covered Expense” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured’s Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered

Expense as a result of an accidental Injury that occurs during the Covered Trip or a Sickness that first manifests itself on the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment due to accidental Injury not to exceed \$750.00.

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 an Insured’s admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

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

The maximum Benefit Amount is shown in the Schedule of Coverage .

#### **COVERAGE F EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS**

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

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

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

If You are in the Hospital for more than seven consecutive days and Your dependent children accompanying You on the Covered Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the travel assistance company).

If You are traveling alone and in the Hospital for more than seven consecutive days and Emergency Evacuation is not imminent, upon Your or of Your next of kin if You are incapacitated, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

2. For Medical Repatriation:

- a) 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 place of permanent 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 permanent residence via:
  - i) one-way Economy Transportation; or
  - ii) commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

- b) 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 place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is 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.

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

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

If benefits are payable under this Coverage F and You have other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. You shall:

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

The Maximum Benefit Amount is shown in the Schedule of Coverage .

**COVERAGE G**

**24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT**

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

You are eligible for benefits 24 hours a day, up to the Maximum Benefit Amount shown when you sustain an Injury during the Covered Trip which results in a Loss noted below within 180 days of the date of the Injury causing the Loss.

Benefits will be paid as follows:

| Type of Loss                                    | Benefit Amount               |
|---|------------------------------|
| Loss of life                                    | Principle Sum                |
| Loss of both feet                               | Principle Sum                |
| Loss of both hands                              | Principle Sum                |
| Loss of both eyes                               | Principle Sum                |
| Loss of one hand and one foot                   | Principle Sum                |
| Loss of one hand and one eye                    | Principle Sum                |
| Loss of one foot and one eye                    | Principle Sum                |
| Loss of one hand                                | Half of the Principle Sum    |
| Loss of one foot                                | Half of the Principle Sum    |
| Loss of one eye                                 | Half of the Principle Sum    |
| Loss of thumb and index finger of the same hand | Quarter of the Principle 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 Coverage .

**EXPOSURE AND DISAPPEARANCE**

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

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

## **SECTION II. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

“Insured” means a person named on the manifest and for whom the required premium has been paid. Insured also means “You or 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 or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member: (b) practicing within the scope of Your license: and (c) recognized as a physician in the place where the services are rendered.

“Maximum Benefit Amount” means the maximum amount payable for coverage provided to an Insured as shown in the Schedule of Coverage .

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

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

“Pre-existing Condition” means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or Your and/or Traveling Companion’s Family Member or Your Business Partner for which within the 180 day period prior to the effective date of Your Trip Cancellation coverage under the Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

“Published Penalties” means any published cancellation penalties issued by Your travel agency or travel supplier that apply to all clients of the travel agency or travel supplier and can be documented at time of trip sale.

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

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

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

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

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

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

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

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

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

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

## **SECTION III. INSURING PROVISIONS**

Insured’s Term of Coverage:

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

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

**For all other coverages:** Coverage begins at the point and time of departure on the Scheduled Departure Date.

Coverage ends at the point and time of return on Your Scheduled Return Date.

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

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

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. due to normal childbirth, normal pregnancy through the first 9 months of pregnancy or voluntarily induced abortion (except as specifically provided under Trip Cancellation/Trip Interruption);
12. for dental treatment (except as coverage is otherwise specifically provided herein);

13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Schedule of Coverage : or;
14. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased prior to Your final Trip payment for the full non refundable trip cost, You are not disabled from travel at the time You pay the premium and the booking for the Trip is the first and only booking for this travel period and destination.

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72 hour period, the Company will not pay for additional charges, which would not have, been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

#### **Additional Limitations and Exclusions Specific to Baggage and Personal Effects: Benefits are not payable for any loss caused by or resulting from:**

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions; or
- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

#### **SECTION V. GENERAL PROVISIONS**

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

**Claim Forms:** When notice of claim is received by the Company or designated representative, forms for filing proof

of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

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

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

**Payment of Claims:** Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You: and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

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

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

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

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

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

**Additional Claims Provisions Specific to Baggage**

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

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

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

**STATE EXCEPTIONS**

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

**CONNECTICUT:** The following provision is hereby added to the certificate:

THIS LIMITED HEALTH BENEFITS PLAN DOES NOT PROVIDE COMPREHENSIVE MEDICAL COVERAGE. IT IS A BASIC OR LIMITED BENEFITS POLICY AND IS NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS PLAN IS NOT DESIGNED TO COVER THE COSTS OF SERIOUS OR CHRONIC ILLNESS. IT CONTAINS SPECIFIC DOLLAR LIMITS THAT WILL BE PAID FOR MEDICAL SERVICES WHICH MAY NOT BE EXCEEDED. IF THE COST OF SERVICES EXCEEDS THOSE LIMITS, THE BENEFICIARY AND NOT THE INSURER IS RESPONSIBLE FOR PAYMENT OF THE EXCESS AMOUNTS. THE SPECIFIC DOLLAR LIMITS WILL BE PROVIDED TO YOU WHEN COVERAGE IS ELECTED.

Upon request, the master policy will be made available to any Certificateholder. In the event of any cancellation of the master policy, adequate notice will be given to all certificateholders.

The Subrogation Provision is hereby revised as follows:

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

Exclusion #9 is hereby deleted and replaced with the following: "received as a result or consequence of 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 a physician for You."

Exclusion # 12 is hereby deleted in its entirety.

The definition of Medical Necessity is hereby added as follows:

"Medical Necessity or Medically Necessary" means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (1) In accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and (3) not primarily for the convenience of the patient, physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For the purposes of this section, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

The definition of Pre-existing condition is amended to read:

"Pre-existing Condition" means coverage that is excluded for twelve months following the insured's effective date of coverage for conditions, whether physical or mental, for which medical advice, diagnosis, care or treatment was recommended or received during the six months immediately preceding the effective date of coverage.

The following additional benefits apply to Connecticut residents. Benefits are subject to this Certificate's Maximum Benefits, Exclusions, Limitations and all other certificate provisions.



1. **Accidental Ingestion of Controlled Drugs** - Benefits will be paid for emergency medical care related to the accidental ingestion or consumption of a controlled drug for up to 30 inpatient hospital days and \$500 of outpatient treatment each calendar year.
2. **Emergency ambulance services Coverage** - Coverage is provided for services whenever any person covered is transported when medically necessary by ambulance to a hospital. Such benefits shall be subject to any provision which applies to other services covered. Any payment for emergency ambulance services under coverage required by this section shall be paid directly to the ambulance provider rendering such service if such provider has complied with the provisions of this subsection and has not received payment for such service from any other source. Benefits payable will equal the lesser of: (1) Billed charges, or; (2) the applicable rate(s) published by the Connecticut Department of Public Health

**FLORIDA:** The Provision, Legal Actions is deleted and replaced with the following:

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

**IDAHO:** The definition of Hospital is amended to read:

**Hospital** means a provider that is a short-term, acute, general hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick person by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and

5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or d) a place for the treatment of pulmonary tuberculosis.

**ILLINOIS:**

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

“Pre-existing Condition” means any disease, illness, sickness, malady or condition of an You, Your Traveling Companion, or the Insured’s and/or Traveling Companion’s Family Member, or Your Business Partner for which Medical advice, diagnosis, consultation, or treatment was received from a Legally Qualified Physician within 24-months prior to the effective date of coverage; or

Symptoms existed within 12-months prior to the effective date of coverage which, in the opinion of a Legally Qualified Physician, would indicate that the disease, illness, sickness, malady or condition probably began and manifested itself prior to the effective date of coverage and would cause a reasonable person to seek diagnosis, care, or treatment.

2. The following statement is added to the Time of Payment Of Claims:

All claims will be paid within 30-days after receipt of due written proof of loss. If we have not paid the claim within this timeframe, we will pay interest at the rate of 9% from the 30<sup>th</sup> day after receipt of all necessary proof of loss, to the date of payment. We will not pay interest amounting to less than one dollar.

**MISSISSIPPI:** The provision entitled “Legally Qualified Physician” is amended to read:

“Legally Qualified Physician” means a health care practitioner or a Christian Science Practitioner (a) other than an Insured, a Traveling Companion or a Family Member: (b) practicing within the scope of Your license: and (c) recognized as a health care practitioner in the place where the services are rendered.

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

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

Benefits payable for any loss will be paid within 45 days after receipt of due written proof of such loss. Benefits due are overdue if not paid within 45 days after the Company or We receive proof of loss and the necessary information to adjudicate the claim and the necessary medical information and other information essential for Us to administer any coordination of benefits and subrogation provisions. If such information is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 45 days after the Company receives such proof. Any part or all of the remainder of the claim that is later supported by such proof is overdue if not paid within 45 days after the Company receives such proof. To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the claimant or beneficiary in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

If the claim is not denied for valid and proper reasons by the end of such period of 45 days, the Company must pay You interest on accrued benefits at the rate of one and one-half percent (1 ½ %) per month on the amount of such claim until it is finally settled or adjudicated.

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

The Provision entitled "Physical Examination and Autopsy" is re-titled "Physical Examination" and amended to read:

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

The provision entitled "Subrogation" is amended to read:

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

**MISSOURI:** The definition of Hospital is amended to read:

**Hospital** means a facility that:

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

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

The definition of Pre-existing Condition is amended to read:

**Pre-Existing Condition** means any injury, sickness or condition of You, Your Traveling Companion, Your Family Member booked to travel with You, You or Your Traveling

Companion's Family Member for which within the sixty (60) day period prior to the effective date under the Group Policy such person received diagnosis or treatment for such injury, sickness or condition.

The Pre-Existing Conditions exclusion is waived for You if You enrolls You in the Group Policy at the time You pays the deposit required for Your Trip (or prior to final Trip payment) and You purchase the coverage under the Group Policy for the full cost of You Trip. Such an Injury or Sickness will continue to be a Pre- Existing Condition until the earlier of:

- (a) the expiration of 12 consecutive months, beginning with the effective date of coverage for which You have not received any medical care, consultation, diagnosis, or treatment or have not taken any prescribed drug or medicine on account of such condition; or
- (b) the expiration of 24 consecutive months, beginning with the effective date of coverage. Taking maintenance medications for a condition that is considered stable shall not be cause for Exclusion.

The Subrogation provision is deleted in its entirety.

The Legal Actions provision is amended to read:

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

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

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

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

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

**MONTANA:** The definition of Sickness is amended to read:

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

The following provision is added to the General Provisions section:

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

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

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

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

The definition of "Hospital" is amended to read:

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

“Proof of Loss” is amended to read:

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

**NEW YORK:** The following language is amended to read:

#### **COVERAGE E ACCIDENT MEDICAL EXPENSE**

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

For purposes of this benefit:

“Covered Expense” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

1. the services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured’s Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury which occurs during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment due to accidental Injury not to exceed \$750.00.

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 an Insured’s admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

The Maximum Benefit Amount is shown in the Schedule of Coverage .

#### **COVERAGE E SICKNESS MEDICAL EXPENSE**

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

For purposes of this benefit:

“Covered Expense” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

1. the services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured’s Covered Trip, if recommended as a substitute for a hospital room for recovery of an Sickness);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and
4. prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of Sickness which first manifests itself

during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment not to exceed \$750.00

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 an Insured’s admission to a Hospital, up to the Maximum Benefit Amount, because of a covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

The Maximum Benefit Amount is shown in the Schedule of Coverage .

#### **Definitions:**

“Hospital” means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x(k));

(f) is duly licensed by the agency responsible for licensing such hospitals; and

Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

**“Pre-Existing Condition”** means the existence of symptoms in You, Your Traveling Companion, Your Family Member booked to travel with You, You or Your Traveling Companion's Family Member that would ordinarily cause a prudent person to seek diagnosis, care or treatment within a 180] period preceding the effective date of Your coverage, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 180 day period preceding the effective date of Your coverage.

**SOUTH CAROLINA:** The provision entitled “Legal Actions” is amended so that the “three year” period reads “six years”. The provision entitled “Subrogation” is amended to read:

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right for not more than the amount of insurance benefits that the Company has paid previously in relation to THE Insured's Injury by the liable Third Party. An Insured shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, 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. Attorneys' fees and costs must be paid by the Company from the amounts recovered.

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

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

**VERMONT:** The following disclosure is added to the certificate as follows:

TP-401 CRT

THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. READ YOUR CERTIFICATE CAREFULLY.

The following provision is added to the General Provisions section:

Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

It is understood that policy definitions and provisions designating

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other policy or certificate definitions and provisions designating an insured under this certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

In the General Limitations and Exclusions section, the exclusion related to racing is amended to include “only when racing in a professional capacity”.

In the General Limitations and Exclusions section, the exclusion relating to mountaineering, skydiving, hang gliding, bungee cord jumping, and scuba diving is deleted in its entirety.

**WEST VIRGINIA:** The following exclusions are amended to read as follows:

7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;

14. due to a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased prior to final Trip payment, if the full cost of the Covered Trip is protected and if You are medically able to travel when payment is made for the insurance and have not filed a claim for Trip Cancellation due to a pre-existing condition within 180 days of Your Effective Date

**WISCONSIN:** The provision entitled “Subrogation” is amended to read:

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

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

**NOTE:** This Certificate is based on Policy Number TP-401-007. If there is any conflict between this Certificate and the Policy, the Policy will govern.