

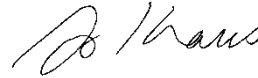
TRAVEL PROTECTION PLAN CERTIFICATE

This Certificate 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. The insurance benefits vary from program to program. Please refer to the accompanying Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

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 this Certificate, the Policy will govern.

Renewal: Coverage under this Certificate is not renewable.

SHORT TERM COVERAGE

NON-RENEWABLE

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SCHEDULE OF BENEFITS

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

Trip Interruption	100% of Total Tuition
Travel Delay (up to \$150 per day)	\$300
Baggage Delay	\$300

Part B – Travel Insurance Benefits

24 Hour Accidental Death & Dismemberment	\$10,000
Emergency Medical Evacuation and Repatriation of Remains.....	\$100,000

SECTION I. COVERAGES

COVERAGE A TRIP INTERRUPTION

Benefits will be paid up to the Maximum Benefit Amount shown in the Schedule of Benefits to reimburse You for the Prepaid Payments for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

- 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
- 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:

- Your or a Family Member's, or a Traveling Companion, or Business Partner death, which occurs while You are on Your Trip;
- Your or a Family Member's, or a Traveling Companion or Business Partner, 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.

The maximum payable under this Trip Interruption Benefit is the Maximum Benefit Amount shown in the Schedule of Benefits.

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

COVERAGE B TRAVEL DELAY

Benefits will be paid up to \$150 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:

- any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
- lost or stolen passports, travel documents or money (must be substantiated by a police report); or
- quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

If You are delayed by a Common Carrier while en route to Your return destination after the Covered Trip is completed and has placed Your cat or dog in a kennel for the duration of the Covered Trip and You unable to collect them on the day previously agreed with the kennel, benefits will be paid at \$25 per day, on a one-time basis, up to the Maximum Benefit Amount to cover the necessary additional kennel fees.

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

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

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 Certificate or any coverage(s) attached to the Certificate.

COVERAGE C BAGGAGE AND PERSONAL EFFECTS

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 Provisions applicable to 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:

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) 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 Certificate or any coverage(s) attached to the Certificate.

COVERAGE D 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 (180) 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 thumb and index finger of the same hand	25% of Principal Sum

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

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

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

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

The Principal Sum is shown in the Schedule of Benefits.

COVERAGE E 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 in the Hospital for more than seven (7) 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.

If You are in the Hospital for more than seven (7) consecutive days and Your dependent children who are under 18 years of age and 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).

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence, or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
 - i) one-way Economy Transportation;
 - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
 - iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.
3. **Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

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

If benefits are payable under this Coverage E and You have other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. Your Estate 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 Certificate or any coverage(s) attached to the Certificate.

SECTION II. 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.

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

"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, or air conveyance operating under a valid license for the transportation of passengers for hire.

"Complications of Pregnancy" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

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

“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: 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, or 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 Certificate; 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, or a Christian Science Practitioner: (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 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 a 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. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

“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 Certificate.

“Prepaid” means Payments or Deposits paid by You to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date.

“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 Certificate.

“Strike” means any 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.

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

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

“Travel Arrangements” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from Your Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 7 total days of Your scheduled Trip dates.

“Traveling Companion” means up to 4 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 180 days or less for which coverage is requested and 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.

“You or Your” means a person who has purchased a Trip and who has paid the required plan cost for the benefits provided hereunder.

SECTION III. INSURING PROVISIONS

Who Is Eligible For Coverage:

An Insured who is booked to travel on a Trip and for whom the required premium is paid. Eligibility for purchase will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and premium will be refunded.

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

When Coverage Begins – Coverage Effective Date:

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.

When Coverage Ends – Coverage Termination Date:

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, or the destination on a one-way trip; Termination of the Certificate will not affect a claim for loss that occurs after premium has been paid.

Extension of Coverage: All coverages under the Certificate will be extended if Your entire Trip is covered by the Certificate and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

SECTION IV. GENERAL EXCLUSIONS

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, or Family Member booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. riding or driving in races, or speed or endurance competitions or events;
4. 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;
5. participating in bodily contact sports; skydiving or parachuting, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 50 feet, or if You are not certified to dive and a dive master is not present during the dive;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
8. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
9. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
10. dental treatment (except as coverage is otherwise specifically provided herein);
11. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;

12. due to a Pre-Existing Condition, as defined in the Certificate. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage.

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, 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 Certificate.

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 Us or Our designated representative and should include sufficient information to identify You.

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.

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: We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: 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 Certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

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

Excess Insurance: The insurance provided by this Certificate 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.

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 insurance has been concealed or misrepresented.

Other Insurance with the Company: You may be covered under only one travel Certificate with the Company for each Trip. If You are covered under more than one such Certificate, 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.

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 Your Trip.

SECTION VI. COORDINATION OF BENEFITS

Applicability

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

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

“Plan” is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. “Plan” includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO’s and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group.

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

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

“Primary Plan” is one whose benefits for a person’s health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

“Secondary Plan” is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

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

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

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

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

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

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

Order of Benefit Determination Rules

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

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

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

Rules

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent;
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

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

Effect on the Benefits of This Plan When it is Secondary

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

Right to Receive and Release Needed Information

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

Facility of Payment

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

Right of Recovery

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

Non-complying Plans

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, Our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, We will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, We will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

STATE SPECIFIC WORDING

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

ARKANSAS AMENDATORY ENDORSEMENT

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

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

Legal Actions: All policy terms will be interpreted under the laws of the state in which the policy was issued. Legal action or suit for a claim may be brought against Us within the time allowed by law.

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

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

CONNECTICUT AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Connecticut Residents** as follows:

1. The following is added to the **Face Page** of the Certificate:
Upon request by an Insured, the Master Group Policy, situated in Illinois, is available for examination.
2. The following Exclusion 6. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:
6. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician.
3. The **Subrogation** provision in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:
Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.
4. The following is added to **SECTION V GENERAL PROVISIONS**:
Required Connecticut Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.
5. **SECTION VI COORDINATION OF BENEFITS** is deleted in its entirety and will not appear.

DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT

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

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

LIMITED BENEFIT COVERAGE

2. **SECTION V GENERAL PROVISIONS** is amended to include the following provisions:
Fraud Warning as required for District of Columbia Residents: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

Required District of Columbia Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

FLORIDA AMENDATORY ENDORSEMENT

(Applicable to **FLORIDA** Residents Only)

The Policy/Certificate are hereby amended for **Florida Residents** as follows:

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

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

GEORGIA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Georgia Residents** as follows:

The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

HAWAII AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Hawaii Residents** as follows:

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

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

IDAHO AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Idaho Residents** as follows:

1. The following is added at the bottom of **SECTION V General Provisions**:

Contact Information for the Idaho Department of Insurance:

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

ILLINOIS AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Illinois Residents** as follows:

A. The last sentence in the definition of "**Injury**" or "**Injuries**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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

B. The definition of "**Complications of Pregnancy**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

"**Complications of Pregnancy**" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, preeclampsia, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

C. Item 1) in the definition of "**Pre-Existing Condition**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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

D. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

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

E. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

Time of Payment of Claims: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss. Failure to pay within such period shall entitle the Insured to interest at the rate of 9% per annum from the 30th day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

LOUISIANA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Louisiana Residents** as follows:

1. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

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

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

3. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

4. The **Subrogation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

MAINE AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Maine Residents** as follows:

1. The definition of **Actual Cash Value** appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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

2. The **Concealment and Misrepresentation** provision in **SECTION V 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 will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

MARYLAND AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Maryland Residents** as follows:

1. On the **Cover Page**, the last sentence in the third paragraph indicating "When so returned, the coverage under this Certificate is void from the beginning" is deleted and will not appear.

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

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

MINNESOTA AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Minnesota Residents** as follows:

1. The third paragraph of the **Face Page** is deleted and replaced as follows:

Insurance is provided by a Group Policy situated in a state other than Minnesota. Certificates delivered to residents of Minnesota are subject to the terms of the Certificate and this Minnesota Amendatory Endorsement and not the Group Policy.

2. All references to "**Schedule of Benefits**" are hereby deleted and will not apply.

3. The **Time of Payment of Claims** and **Concealment and Misrepresentation** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

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

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

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

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

NEBRASKA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Nebraska Residents** as follows:

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

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

B. In Exclusion 3. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to “races” is changed to “organized races”.

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

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

D. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

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

NEVADA AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Nevada Residents** as follows:

1. **SECTION V TERMINATION OF MASTER POLICY** is deleted and replaced as follows:

If the Policy has been in effect for less than 70 days, the Policyholder or the Company may terminate the Master Policy by giving 31 days advance written notice to the other party. Termination is without prejudice to any claims that exist on such date.

If the Policy has been in effect for 70 days or more, the Company may terminate the Master Policy before the expiration of the agreed term for any one of the following grounds:

- (a) failure to pay premium when due;
- (b) conviction of the Insured of a crime arising out of acts increasing the hazard insured against;
- (c) discovery of fraud or material misrepresentation in the obtaining of the Master Policy or in the presentation of a claim thereunder;
- (d) discovery of an act of omission or a violation of any condition of the Master Policy.

OHIO AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Ohio Residents** as follows:

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

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

B. The **Who is Eligible For Coverage** provision appearing **SECTION III INSURING PROVISIONS** is deleted and replaced as follows:

Who Is Eligible For Coverage:

An Insured who is booked for travel on a Trip and for whom the required premium is paid.

C. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end:

Required Ohio Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

OKLAHOMA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Oklahoma Residents** as follows:

1. The third paragraph on the **Face Page** is deleted and replaced as follows:

Insurance provided by this Certificate is subject to all the terms and conditions of the Group Policy, situated in a state other than Oklahoma. Certificates delivered to residents of Oklahoma are subject to the terms of this Certificate and not the Group Policy.

2. The following statement is added to the **Face Page** of the Certificate:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

3. Exclusion 2. pertaining to war appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

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

4. The **Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

5. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

6. **SECTION V General Provisions** is amended to include the following provisions:

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

Required Oklahoma Statement regarding premium: The exact amount of premium will be determined upon purchase of the coverage under this Certificate, and the basis and rates upon which the premium will be determined are the plan design, Trip cost and age of the Insured.

RHODE ISLAND AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Rhode Island Residents** as follows:

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

"Family Member" means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, a person who is a party to a civil union with You as Your dependent and spouse, or Domestic Partner.

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

Time of Payment of Claims: We, or Our designated representative, will pay the claim within 60 days after receipt of acceptable proof of loss.

SOUTH CAROLINA AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **South Carolina Residents** as follows:

1. The **Payment of Claims, Physical Examination and Autopsy and Legal Actions** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

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

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

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

2. The following provision is added as the last provision in **SECTION V GENERAL PROVISIONS**:

Change of Beneficiary: The Insured can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the Certificate, unless the designation of the beneficiary is irrevocable.

SOUTH DAKOTA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **South Dakota Residents** as follows:

1. The following Exclusion 6. appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted in its entirety:
6. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a "**Legally Qualified Physician**".
2. The last sentence of the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:
No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.

UTAH AMENDATORY ENDORSEMENT

1. The definition of **Family Member** appearing in **SECTION II DEFINITIONS** is amended to include a child placed for adoption with the Insured.
2. The definition of **Complications of Pregnancy** appearing **SECTION II DEFINITIONS** is deleted and replaced as follows:
"Complications of Pregnancy" means diseases or conditions the diagnoses of which are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, a spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia.
Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy.
3. The **Proof of Loss** provision appearing in **SECTION V GENERAL PROVISIONS** is amended to include the following sentence at the end of the provision:
Failure to give notice or file proof of loss does not bar recovery under the Certificate if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.
4. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:
Time of Payment of Claims: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

VERMONT AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Vermont Residents** as follows:

- A. The references to "Usual and Customary" appearing in **COVERAGE E** is replaced by "Reasonable and Necessary".
- B. The definition of "**Usual and Customary**" appearing in **SECTION II DEFINITIONS** will now appear as the definition of "**Reasonable and Necessary**".
- C. The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS** are deleted and/or deleted and replaced as follows:
 3. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;
 7. participating in parachuting.
- D. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:
Time of Payment of Claims: We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.
- E. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS**:
However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.
- F. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end of that section:
Vermont law regarding civil unions: Vermont law requires that insurance policies and certificates offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with Vermont law regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Certificate designating Insured, Eligible Person, Family Member, You/and or Your and another other certificate definitions and

provisions designating an Insured under this Certificate are amended, whenever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used to indicate parties to a civil union and their families under Vermont law.

WYOMING AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Wyoming Residents** as follows:

1. In the definition of **Pre-Existing Condition** appearing in **SECTION II DEFINITIONS**, Item 1) is deleted and replaced as follows:
 - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received.

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

**FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM
PLEASE CONTACT THE PLAN ADMINISTRATOR AT:**

BerkelyCare
P.O. Box 9022
300 Jericho Quadrangle
Jericho, NY 11753
1-800-797-2297
Or
1-516-342-2720
Mon—Fri 9:00 am—5:00 pm (EST)

Worldwide Emergency Assistance: A 24-hour emergency telephone assistance services is available for Your benefit so that, in the event of an emergency while on the Trip, English speaking help and advice may be furnished to You.

Part I-Traveler's Assistance: On Call's multilingual staff can assist You in solving a variety of unexpected complications during the Trip such as lost tickets or belongings. If necessary, On Call may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided.

Part II-Medical Assistance: If a medical emergency arises during travel, On Call may help You find local medical care. Physicians and hospitals worldwide can contact On Call to confirm coverage and, if required, help You arrange immediate settlement of medical expenses resulting from an Injury during the covered Trip. On Call will coordinate emergency medical situations, with Your home Physician and arrange Emergency Evacuation services.

Part III-Emergency Cash Transfer: On Call can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Covered Trip.

**To access Emergency Assistance, call
On Call International's operation center at:**

1-800-618-0692
Or call collect:
1-603-898-2679

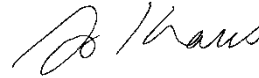
TRAVEL PROTECTION PLAN CERTIFICATE

This Certificate 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. The insurance benefits vary from program to program. Please refer to the accompanying Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

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 this Certificate, the Policy will govern.

Renewal: Coverage under this Certificate is not renewable.

SHORT TERM COVERAGE

NON-RENEWABLE

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SCHEDULE OF BENEFITS

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- SECTION II. DEFINITIONS**
- SECTION III. INSURING PROVISIONS**
- SECTION IV. GENERAL EXCLUSIONS**
- SECTION V. GENERAL PROVISIONS**

SCHEDULE OF BENEFITS

Benefit **Maximum Benefit Amount/Principal Sum**

Part A – Travel Arrangement Protection

Trip Cancellation..... 100% of Total Tuition

SECTION I. 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 unused non-refundable Prepaid Payments You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Your or a Family Member's, or a Traveling Companion, Business Partner, death which occurs before departure on Your Trip;
2. Your or a Family Member's, or a Traveling Companion or Business Partner, 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.

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

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

SECTION II. 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.

"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, or air conveyance operating under a valid license for the transportation of passengers for hire.

"Complications of Pregnancy" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravid arum, 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.

"Family Member" means any of the following: 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, or domestic partner.

"Home" means Your primary place of residence.

"Injury" or "Injuries" means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Certificate; 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, or a Christian Science Practitioner: (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.

“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 a reasonable person to seek diagnosis, care or treatment.

“Payments or Deposits” means the cash, check, or credit card amounts actually paid for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

“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 Certificate.

“Prepaid” means Payments or Deposits paid by You to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date.

“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 Certificate.

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

“Travel Arrangements” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from Your Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 7 total days of Your scheduled Trip dates.

“Traveling Companion” means up to 4 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 180 days or less for which coverage is requested and 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.

“You or Your” means a person who has purchased a Trip and who has paid the required plan cost for the benefits provided hereunder.

SECTION III. INSURING PROVISIONS

Who Is Eligible For Coverage:

An Insured who is booked to travel on a Trip and for whom the required premium is paid. Eligibility for purchase will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and premium will be refunded.

When Coverage Begins – Coverage Effective Date:

Trip Cancellation: Coverage begins at 12:01 a.m. on the day after the date the appropriate premium for this Certificate is received by the Company.

When Coverage 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.

SECTION IV. GENERAL EXCLUSIONS

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, or Family Member booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. riding or driving in races, or speed or endurance competitions or events;
4. participating as a professional in a stunt, athletic or sporting event or competition;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
7. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
8. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
9. dental treatment (except as coverage is otherwise specifically provided herein);
10. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
11. due to a Pre-Existing Condition, as defined in the Certificate.

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, 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 Certificate.

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 Us or Our designated representative and should include sufficient information to identify You.

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.

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: We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: 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 Certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

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

Excess Insurance: The insurance provided by this Certificate 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.

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 insurance has been concealed or misrepresented.

Other Insurance with the Company: You may be covered under only one travel Certificate with the Company for each Trip. If You are covered under more than one such Certificate, 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.

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 Your Trip.

STATE SPECIFIC WORDING

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

ARKANSAS AMENDATORY ENDORSEMENT

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

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

Legal Actions: All policy terms will be interpreted under the laws of the state in which the policy was issued. Legal action or suit for a claim may be brought against Us within the time allowed by law.

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

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

CONNECTICUT AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Connecticut Residents** as follows:

1. The following is added to the **Face Page** of the Certificate:
Upon request by an Insured, the Master Group Policy, situated in Illinois, is available for examination.
2. The following Exclusion 6. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:
6. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician.
3. The **Subrogation** provision in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:
Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.
6. The following is added to **SECTION V GENERAL PROVISIONS**:
Required Connecticut Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.
7. **SECTION VI COORDINATION OF BENEFITS** is deleted in its entirety and will not appear.

DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT

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

1. The following will appear at the bottom of the Cover Page, directly above the **TABLE OF CONTENTS**:
LIMITED BENEFIT COVERAGE
2. **SECTION V GENERAL PROVISIONS** is amended to include the following provisions:
Fraud Warning as required for District of Columbia Residents: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.
Required District of Columbia Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

FLORIDA AMENDATORY ENDORSEMENT

(Applicable to **FLORIDA** Residents Only)

The Policy/Certificate are hereby amended for **Florida Residents** as follows:

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

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

GEORGIA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Georgia Residents** as follows:

The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

HAWAII AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Hawaii Residents** as follows:

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

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

IDAHO AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Idaho Residents** as follows:

1. The following is added at the bottom of **SECTION V General Provisions**:

Contact Information for the Idaho Department of Insurance:

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
PO Box 83720
Boise, ID 83720-0043
1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

ILLINOIS AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Illinois Residents** as follows:

A. The last sentence in the definition of "**Injury**" or "**Injuries**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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

B. The definition of "**Complications of Pregnancy**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

"**Complications of Pregnancy**" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, preeclampsia, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

C. Item 1) in the definition of "**Pre-Existing Condition**" appearing in **SECTION II DEFINITIONS** is deleted and replaced as follows:

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

D. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

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

- E. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:
Time of Payment of Claims: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss. Failure to pay within such period shall entitle the Insured to interest at the rate of 9% per annum from the 30th day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

LOUISIANA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Louisiana Residents** as follows:

1. The **Time of Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:
Time of Payment of Claims: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.
2. The **Legal Actions** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:
Legal Actions: No legal action for a claim can be brought against the Company until 45 days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than 3 years after the time required for giving proof of loss. This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.
3. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:
Concealment and Misrepresentation: The entire coverage will be void, if when applying for coverage, You made a fraudulent statement or misrepresentation with the intent to deceive. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment, or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.
4. The **Subrogation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:
Subrogation: If the Company make any payment under this coverage and the person to or for whom payment is made has a right to recover damaged from another, the Company shall be subrogated to that right. However, the Company's right to recover is subordinate to Your right to be fully compensated.

MAINE AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Maine Residents** as follows:

1. The **Concealment and Misrepresentation** provision in **SECTION V 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 will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

MARYLAND AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Maryland Residents** as follows:

1. On the **Cover Page**, the last sentence in the third paragraph indicating "When so returned, the coverage under this Certificate is void from the beginning" is deleted and will not appear.
2. The **Concealment and Misrepresentation** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:
Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

MINNESOTA AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Minnesota Residents** as follows:

1. The third paragraph of the **Face Page** is deleted and replaced as follows:
Insurance is provided by a Group Policy situated in a state other than Minnesota. Certificates delivered to residents of Minnesota are subject to the terms of the Certificate and this Minnesota Amendatory Endorsement and not the Group Policy.
2. All references to "**Schedule of Benefits**" are hereby deleted and will not apply.
3. The **Time of Payment of Claims** and **Concealment and Misrepresentation** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:
Time of Payment of Claims: We, or Our designated representative, will pay the claim within five business days after receipt of acceptable proof of loss.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

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

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

NEBRASKA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Nebraska Residents** as follows:

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

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

B. In Exclusion 3. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to “races” is changed to “organized races”.

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

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

D. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

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

NEVADA AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Nevada Residents** as follows:

1. **SECTION V TERMINATION OF MASTER POLICY** is deleted and replaced as follows:

If the Policy has been in effect for less than 70 days, the Policyholder or the Company may terminate the Master Policy by giving 31 days advance written notice to the other party. Termination is without prejudice to any claims that exist on such date.

If the Policy has been in effect for 70 days or more, the Company may terminate the Master Policy before the expiration of the agreed term for any one of the following grounds:

- (a) failure to pay premium when due;
- (b) conviction of the Insured of a crime arising out of acts increasing the hazard insured against;
- (c) discovery of fraud or material misrepresentation in the obtaining of the Master Policy or in the presentation of a claim thereunder;
- (d) discovery of an act of omission or a violation of any condition of the Master Policy.

OHIO AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Ohio Residents** as follows:

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

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

B. The **Who is Eligible For Coverage** provision appearing **SECTION III INSURING PROVISIONS** is deleted and replaced as follows:

Who Is Eligible For Coverage:

An Insured who is booked for travel on a Trip and for whom the required premium is paid.

C. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end:

Required Ohio Statement regarding termination of Participating Organization or Master Group Policy: In the event of termination of the Participating Organization or the Master Group Policy, coverage issued under this Certificate for which the required premium has been paid prior to that termination date will continue until the end of Your Trip.

OKLAHOMA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Oklahoma Residents** as follows:

1. The third paragraph on the **Face Page** is deleted and replaced as follows:

Insurance provided by this Certificate is subject to all the terms and conditions of the Group Policy, situated in a state other than Oklahoma. Certificates delivered to residents of Oklahoma are subject to the terms of this Certificate and not the Group Policy.

2. The following statement is added to the **Face Page** of the Certificate:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

3. Exclusion 2. pertaining to war appearing in **SECTION IV General Exclusions** is deleted and replaced as follows:

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

4. The **Payment of Claims** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

5. The **Concealment and Misrepresentation** provision appearing in **SECTION V General Provisions** is deleted and replaced as follows:

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

6. **SECTION V General Provisions** is amended to include the following provisions:

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

Required Oklahoma Statement regarding premium: The exact amount of premium will be determined upon purchase of the coverage under this Certificate, and the basis and rates upon which the premium will be determined are the plan design, Trip cost and age of the Insured.

RHODE ISLAND AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Rhode Island Residents** as follows:

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

"Family Member" means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, a person who is a party to a civil union with You as Your dependent and spouse, or Domestic Partner.

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

Time of Payment of Claims: We, or Our designated representative, will pay the claim within 60 days after receipt of acceptable proof of loss.

SOUTH CAROLINA AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **South Carolina Residents** as follows:

1. The **Payment of Claims, Physical Examination and Autopsy and Legal Actions** provisions in **SECTION V GENERAL PROVISIONS** are deleted and replaced as follows:

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

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

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

2. The following provision is added as the last provision in **SECTION V GENERAL PROVISIONS**:

Change of Beneficiary: The Insured can change the beneficiary at any time by giving the Company written notice. The beneficiary's consent is not required for this or any other change in the Certificate, unless the designation of the beneficiary is irrevocable.

SOUTH DAKOTA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **South Dakota Residents** as follows:

1. The following Exclusion 6. appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted in its entirety:
 6. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician”.
2. The last sentence of the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.

UTAH AMENDATORY ENDORSEMENT

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

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

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy.
3. The **Proof of Loss** provision appearing in **SECTION V GENERAL PROVISIONS** is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss does not bar recovery under the Certificate if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.
4. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

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

VERMONT AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Vermont Residents** as follows:

- A. The references to “Usual and Customary” appearing in **COVERAGES I and J** are replaced by “Reasonable and Necessary”.
- B. The definition of **“Usual and Customary”** appearing in **SECTION II DEFINITIONS** will now appear as the definition of **“Reasonable and Necessary”**.
- C. The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS** are deleted and/or deleted and replaced as follows:
 3. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;
 7. participating in parachuting.
- D. The **Time of Payment of Claims** provision appearing in **SECTION V GENERAL PROVISIONS** is deleted and replaced as follows:

Time of Payment of Claims: We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.
- E. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION V GENERAL PROVISIONS**:

However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.
- F. **SECTION V GENERAL PROVISIONS** is amended to include the following provision at the end of that section:

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

WYOMING AMENDATORY ENDORSEMENT

The Certificate is hereby amended for **Wyoming Residents** as follows:

1. In the definition of **Pre-Existing Condition** appearing in **SECTION II DEFINITIONS**, Item 1) is deleted and replaced as follows:
 - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received.

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

**FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM
PLEASE CONTACT THE PLAN ADMINISTRATOR AT:**

BerkelyCare
P.O. Box 9022
300 Jericho Quadrangle
Jericho, NY 11753
1-800-797-2297
Or
1-516-342-2720
Mon—Fri 9:00 am—5:00 pm (EST)

Worldwide Emergency Assistance: A 24-hour emergency telephone assistance services is available for Your benefit so that, in the event of an emergency while on the Trip, English speaking help and advice may be furnished to You.

Part I-Traveler's Assistance: On Call's multilingual staff can assist You in solving a variety of unexpected complications during the Trip such as lost tickets or belongings. If necessary, On Call may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided.

Part II-Medical Assistance: If a medical emergency arises during travel, On Call may help You find local medical care. Physicians and hospitals worldwide can contact On Call to confirm coverage and, if required, help You arrange immediate settlement of medical expenses resulting from an Injury during the covered Trip. On Call will coordinate emergency medical situations, with Your home Physician and arrange Emergency Evacuation services.

Part III-Emergency Cash Transfer: On Call can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Covered Trip.

**To access Emergency Assistance, call
On Call International's operation center at:**

1-800-618-0692
Or call collect:
1-603-898-2679