

# Medical Protection Program for Abercrombie & Kent Guests



## Cover Page

Abercrombie & Kent has partnered with Aon Affinity and United States Fire Insurance Company to provide our guests with travel protection. This document holds all of the relevant information you will need in regard to your travel protection plan.

**Please review the following two (2) sections:**

- **Travel Protection Plan Certificate**  
*Including Applicable State Exceptions*
- **Non-Insurance Assistance Services**  
*Provided by CareFree Travel Assistance™*

**TRAVEL INSURANCE CERTIFICATE**

**A&K Medical Plan**

This certificate describes the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased. Defined terms are capitalized and their meanings are listed in the General Definitions section.


**PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS**

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative. If there are any conflicts between the contents of this document and the policy (form series T7000GBP), the policy will govern in all cases.

**10-Day Look Period**

If You are not satisfied for any reason, You may cancel this insurance within 10 days of the Effective Date of Your coverage by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this certificate. When so returned, all coverages under this certificate are invalid from the beginning.

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



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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**SCHEDULE OF BENEFITS**

<b>SECTION IV Travel Arrangement Protection</b>	<b>Maximum Benefit Amount</b>
Medical Evacuation and Repatriation of Remains	up to \$100,000
Emergency Medical Evacuation	included
Medically Necessary Repatriation	included
Repatriation of Remains	included
<b>SECTION VI Travel Insurance Benefit(s)</b>	<b>Maximum Benefit Amount</b>
Accident & Sickness Medical Expense	up to \$25,000
Dental Expense sublimit	\$500

T7000GBC-SOB

## SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip and pays the required premium is covered under this certificate. Eligibility for purchase of this certificate will be determined at the time of claim. If it is determined that You or Your Trip are not eligible for coverage, any claim for benefits will be denied and Your premium for this certificate will be refunded.

You may not purchase this certificate after the final payment for Your Travel Arrangements is made.

## SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

**This is Your Effective Date and time for All Coverages:** Coverage begins:

1. on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip

### When Coverage Ends:

**All Coverages:** Your coverage automatically ends on the earlier/est of:

1. the date You complete Your Trip;
2. the Scheduled Return Date;
3. cancellation of Your Trip covered by this certificate.

## SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

All coverages will be extended if Your entire Trip is covered by this certificate and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled Return Destination or 10 days after the originally Scheduled Return Date.

### Medical Evacuation and Repatriation Extension

If You incur a covered Injury or Sickness on Your Trip and a treating Physician certifies that You are not Medically Fit to Travel to Your Return Destination on Your Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be automatically extended until You are Medically Fit to Travel and transported to Your Primary Residence or You reached the Maximum Benefit Amount shown in the Schedule of Benefits.

## SECTION IV TRAVEL ARRANGEMENT PROTECTION

### MEDICAL EVACUATION AND REPATRIATION OF REMAINS

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a Sickness, Injury, or Loss of life, during Your Trip, for the following:

### Emergency Medical Evacuation

We will pay for the Usual and Customary transportation expenses for an Emergency Medical Evacuation, to the nearest suitable Hospital or medical facility where Medically Necessary treatment is available to treat an Unforeseen Sickness or Injury provided:

1. the local attending Physician and Our designated Travel Assistance Services Provider determine that Your condition is acute, severe or life threatening; and
2. that adequate Medically Necessary treatment is not available in Your immediate area.

### **Medically Necessary Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness We will pay for Medical Evacuation expenses to return You to Your point of origin, Your Primary Residence, or to a Hospital or medical facility closest to Your Primary Residence capable of providing continued treatment, if Your local attending Physician and Our designated Travel Assistance Services Provider determine that it is Medically Necessary.

We will pay for one of the following methods of transportation, as pre-approved (prior to the evacuation) and arranged by Us or Our designated Travel Assistance Services Provider:

- a) one-way economy transportation;
- b) commercial air upgrade to business or first class, less refunds from Your unused transportation tickets.

Transportation must be via the most direct, efficient and economical method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, Your Common Carrier tickets will be used.

We will not pay the benefits for any loss caused by or resulting from the transportation taken against the advice of the local attending Physician.

Medical Evacuation expenses will only be payable at the Usual and Customary level or payment for necessary transportation, related medical services and medical supplies.

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of Primary Residence or Your origination point or to the place of burial if You die during Your Trip.

Repatriation Expenses means:

- a) embalming or local cremation; and
- b) associated temporary storage costs for up to 60 days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains;
- c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to:
  - 1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or
  - 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States;and
- d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

All Repatriation Expenses must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider. Once Your remains are claimed by the receiving funeral home or morgue, or in the event of local cremation, coverage under this benefit ends.

Transportation expenses for the Emergency Medical Evacuation and Medical Repatriation must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider.

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

## **SECTION V TRAVEL INSURANCE BENEFITS ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**

Benefits will be paid for Medical Expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

- a) benefits will be payable only for Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on Your Trip and requires treatment in person by a Physician;

- b) Sickness must first commence or manifest itself and Injury must first occur while on Your Trip;
- c) only Medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

**Medical Expenses** means expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended by Your attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from Your Injury or Sickness;
3. emergency dental treatment incurred during Your Trip due to an Accidental Injury to sound natural teeth. Dental Expenses incurred after Your Trip is completed are not covered;
4. local transportation expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Trip.

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

## **SECTION VI GENERAL 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.

**Adventure or Extreme Activities** means bungee jumping, parachuting, skydiving, hang gliding, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, scuba diving if the depth exceeds 131 feet (40 meters) and any activity materially similar to the above.

**Business Partner** means a person who is: (1) involved with You in a legal partnership; and (2) actively involved in the daily management of the business.

**Common Carrier** means an air, land, or sea conveyance operated under a 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 hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this certificate, or if not specifically outlined therein, the date You paid the total required premium for the coverage.

**Elective Treatment And Procedures** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**Experimental or Investigative** means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

**Family Member** means the following relatives of You or Your Traveling Companion:

- a) Spouse, civil union partner;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians;
- e) grandparents;
- f) aunts or uncles;
- g) nieces or nephews.

**Hospital** means a facility that:

- a. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- b. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- c. is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility.

A **Hospital** does not include:

1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
2. a facility which primarily treats drug, marijuana or alcoholism addictions;
3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes.

**Hospitalized or Hospitalization** means admitted to a Hospital overnight or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your coverage under this certificate is in force and resulting directly and independently of all other causes of loss covered by this certificate. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

**Medically Fit to Travel** means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Trip, You are medically able to travel.

**Medically Necessary** means that a treatment, service, or supply:

- a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- b) meets generally accepted standards of medical practice;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, pitons, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.



**Physician** means a licensed practitioner of medical, surgical, or dental services acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You, a Traveling Companion, a Family Member, a Business Partner or retained by the Policyholder.

**Pre-Existing Medical 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;
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Return Destination** means Your final destination as shown in the itinerary or other travel documents and the place to which You expect to return from Your Trip.

**Scheduled Departure Date** means the date on which You are originally scheduled to leave on Your Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the itinerary or other travel documents where You expect to travel to on Your Trip other than Return Destination.

**Scheduled Return Date** means the date on which You are originally scheduled to return from Your Trip to the point of origin or the last day of Your Trip.

**Scheduled Trip Departure City** means the city from which You are originally scheduled to depart on the Trip.

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the certificate.

**Spouse** means Your lawful spouse, if not legally separated or divorced. For the purposes of this certificate, the term spouse includes civil union partner whenever used.

**Third Party(ies)** means any person, corporation or other entity (except You, Rental Property and Us).

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

**Travel Assistance Services Provider** means CareFree Travel Assistance™.

**Traveling Companion** means up to 4 persons whose name(s) appear(s) 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 Abercrombie and Kent.

**Trip** means a scheduled Trip of 60 days or less in length for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

**You** means the person that is scheduled to participate on a Trip; for whom any required enrollment has been completed and the required premium has been paid.

## SECTION VII EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You and Your Traveling Companion.

### **The following exclusion(s) appl(y)(ies) to the Medical Expense benefit.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. a Pre-Existing Medical Condition, as defined in the certificate;

### **The following exclusions apply to the Medical Expense benefit.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. routine physical examinations or routine dental care;
2. traveling for the purpose or intent of securing medical treatment or advice;
3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
4. mental health care;
5. physical therapy or occupational therapy;
6. Experimental or Investigative treatment or procedures;
7. Elective Treatment and Procedures;
8. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that first manifests or occurred during Your Trip;
9. any medical service provided by You, a Family Member, or Traveling Companion;
10. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
11. Alcohol, marijuana abuse or substance abuse or treatment for the same including admittance to a rehab facility;
12. Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion;
13. a Mental, Nervous or Psychological Condition or Disorder while the certificate is in effect;
14. any loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the certificate is not in effect for You. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
15. Your participation in Adventure or Extreme Activities, riding or driving in races, or participation in speed or endurance competition or events, except as a spectator;

16. Your participation in an organized athletic or sporting competition, contest, or stunt under contract in exchange for an agreed-upon salary or compensation. This does not include athletes participating in exchange for a scholarship or tuition.

**In addition to any applicable benefit-specific exclusion, the following general exclusions apply to all losses and all benefits.**

We will not pay for any loss or expense caused due to, arising or resulting from:

1. being under the influence of drugs or narcotics, unless administered upon the advice of a Physician as prescribed;
2. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the certificate specifically provides otherwise;
3. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the certificate.
4. piloting or learning to pilot or acting as a member of the crew of any aircraft.

### **SECTION VIII PREMIUMS**

**PREMIUMS:** Coverage is not effective unless all premium due has been paid prior to the date of loss. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid indirect proportion of the actual amount paid to the required premium due.

### **SECTION IX CLAIMS PROCEDURES**

**Your duties in the event of a loss:**

**For Medical Expense:**

You must:

1. provide Us with all receipts from the provider of services and reports for medical and/or emergency dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment;
2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of Your claim;
3. sign a patient authorization to release any information required by Us to investigate Your claim.

### **SECTION X HOW TO FILE A CLAIM**

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year 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 authorized representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our authorized representative, Aon Affinity Travel Practice, 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.

Obtain claim forms from the Aon Affinity Travel Practice or at [www.aontravelclaim.com](http://www.aontravelclaim.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**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. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide Aon Affinity with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

**Where to Report a Claim:**

1. Online: [www.aontravelclaim.com](http://www.aontravelclaim.com)
2. Mail: Aon Affinity
3. 900 Stewart Avenue
4. Garden City, NY 11530
5. Telephone: 1-(800) 323-4947 or 1-(516) 342-7292

**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:

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly if both are living or the surviving parent if only one survives;
4. Your brothers and sisters jointly; or
5. 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) Your estate, We may pay any amount due under the certificate to Your 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.

**Benefit to Bailee:** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery.

You must help Us preserve its rights against those responsible for its loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this certificate but also recovers from another certificate, the amount recovered from the other certificate shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form, from any Third Party or coverage.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

## SECTION XI GENERAL PROVISIONS

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Master Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy.

**Certificates:** The Company will issue Certificates to the Policyholder for their Insureds. Such Certificates will describe each person's benefits and rights under this Policy.

**Excess Insurance:** Insurance provided by this certificate shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible

insurance or indemnity in place, We 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.

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. If You are over the age of majority and legally competent may change Your beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing Us or Our administrator with a written request for change. When the request is received, whether You are then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it prior to receipt of the request.

**Clerical Error:** We or Our authorized representative may make a clerical error in keeping the data. If so, when the error is found, the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

**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.

**Conformity with Statute:** Terms of this certificate that conflict with the laws of the state where it is delivered are amended to conform to such laws.

**Data Needed:** We or Our authorized representative will keep a record of all the data needed to compute premium and carry out the terms of this certificate. We may examine such data at any reasonable time.

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

**Entire Contract: Changes:** This certificate and any other attachments are the entire contract of insurance. No agent or other person may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this certificate or its attachments.

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate 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.

**Limit on Agent's Authority:** No agent may change or waive any provisions of this certificate. Our office must approve any change or waiver in writing.

**Misstatement of Age:** If premiums are based on age and You have misstated Your age, there will be a fair adjustment of premiums based on Your true age. If the benefits for which You are insured are based on age and You have misstated Your age, there will be an adjustment of said benefit based on Your true age. We may require satisfactory proof of age before paying any claim.

**Other Insurance with Us:** You may be covered under only one travel certificate with Us 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 beneficiary or estate will make the selection. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Subrogation:** If We have 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, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is

reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

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

**AMENDATORY ENDORSEMENTS**

These Amendatory Endorsements are attached to and made a part of the certificate to which it is attached. The provisions of these Amendatory Endorsements are effective on the Effective Date and will expire concurrently with the certificate, unless otherwise terminated.

**ALASKA**

The certificate is hereby amended for Alaska as follows:

1. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be void, if You conceal or misrepresent any material fact or circumstance relating to this insurance in the application or enrollment form for this certificate.

2. "The Contract" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced as follows:

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any of Your beneficiaries or any other person with a beneficial interest in this Policy other than You.

3. When included, the definition for "Usual and Customary" is hereby void and shall have no effect. All uses of the term throughout the certificate, and any form attached thereto, are void and shall have no effect.
4. When included with the "Excess Insurance" limitation, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Excess Insurance:** Insurance provided by this certificate shall be in excess of all valid and collectible primary insurance or indemnity and all valid and collectible insurance or indemnity that does not also provide coverage on an excess basis. If at the time of the occurrence of any loss payable under this certificate there is valid and collectible insurance or indemnity in place that provides coverage on a primary basis or provides coverage on a basis that is not excess, We shall be liable only for the excess of the amount of loss, over the amount of such insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

T7000GB-AE.AK

**ARKANSAS**

The Certificate is hereby amended for Arkansas as follows:

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

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

2. The **Subrogation** provision appearing in **General Provisions** is amended to include this sentence at the end of the provision:

We are entitled to recovery only after You have been fully compensated for the loss sustained.

3. The **Recovery** provision appearing in the **How to File a Claim** section is amended to include this sentence at the end of the provision (whenever this provision is included):

We are entitled to recovery only after You have been fully compensated for the loss sustained.

T7000GB-AE.AR

## CALIFORNIA

The certificate is hereby amended for California as follows:

1. The Who is Eligible for Coverage provision of the Coverage Provisions section is deleted in its entirety and replaced with the following:

A person who is booked to travel on a Trip and pays the required premium is covered under this certificate.

2. The Domestic Partner definition in the General Definitions section is deleted in its entirety and replaced with the following:

**Domestic Partner** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A Domestic Partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State, and at the time of the filing of this document, the following requirements are met:

- (a) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- (b) The two persons are not related by blood in a way that would prevent them from being married to each other in this state
- (c) Both persons are at least 18 years of age, except as provided in Section 297.1 of the California Family Code.
- (d) Either of the following:
  - (i) Both persons are members of the same sex.
  - (ii) One or both persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals. Regardless of any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.
- (e) Both persons are capable of consenting to the domestic partnership.

3. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced with the following:

**Injury(ies)/Injured** means an accidental bodily injury for which the proximate cause is an Accident occurring while Your coverage under this certificate is in force. The injury(ies) requires examination and treatment and must be verified by a Physician.

4. The Medically Necessary definition in the General Definitions section is deleted and replaced with the following:

**Medically Necessary** means that a treatment, service, or supply:

- a) required to treat an Injury or Sickness;
- b) meets generally accepted standards of medical practice where the service is rendered;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of You, Physician, other providers, or any other person.

5. The Spouse definition in the General Definitions section is deleted and replaced with the following:

**Spouse** means Your lawful spouse, if not legally separated or divorced. For the purposes of this certificate, the term spouse includes a Domestic Partner or a civil union partner whenever used.

6. The Usual and Customary definition in the General Definitions section is deleted and replaced with the following:



**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the country region, and city where treatment, services or supplies are provided or performed.

7. The 1<sup>st</sup> sentence of the **Medical Expense** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense caused for which the proximate cause was:

8. The 1<sup>st</sup> sentence of the **Medical and Dental Expense benefits** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense for which the proximate cause was from:

9. The 1<sup>st</sup> sentence of the **benefit-specific, exclusion** provision in the Exclusions and Limitations section is deleted and replaced the following:

We will not pay for any loss or expense for which the proximate case was from:

10. The Subrogation provision(s) in the General Provisions section are deleted in their entirety.

T7000GBC-AE.CA

## **COLORADO**

The certificate is hereby amended for Colorado Residents as follows:

1. The following provisions are hereby added to the certificate:

**Time of Payment of Claims:** Payment for any loss will be paid in accordance with Colorado law.

**Statements Made by the Policyholder and the Insured:** All statements made by the Policyholder or by You are to be deemed representations and not warranties. No statement made by any person insured may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the insured person or, in the event of death or incapacity of the insured person, to the insured person's beneficiary or personal representative.

**Authority to Amend the Contract:** No agent has authority to change the certificate or waive any of its provisions. No change in the certificate shall be valid unless approved by an officer of the insurer and evidenced by an endorsement on the certificate or by rider or amendment to the certificate signed by the insurer; but any such amendment which reduces or eliminates coverage shall have been either requested in writing or signed by the Policyholder and You.

2. The "Concealment and Misrepresentation" provision in the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

**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 intentionally concealed or intentionally misrepresented.

T7000GB-AE.CO

## **CONNECTICUT**

The certificate is hereby amended for Connecticut as follows:

1. The Subrogation provision in **GENERAL PROVISIONS** section are deleted and revised as follows:

**Subrogation:** If We have 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, We will be subrogated

to that right as permitted by law. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss, as permitted by law. Our right of subrogation applies even if Your entire loss has not been compensated.

T7000GB-AE.CT

## **DISTRICT OF COLUMBIA**

The certificate is hereby amended for the District of Columbia as follows:

1. **GENERAL PROVISIONS** section 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.

T7000GB-AE.DC

## **FLORIDA**

The certificate is hereby amended for **FLORIDA** as follows:

The **Legal Actions Against Us** provision appearing in **General Provisions** section is deleted and replaced as follows:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 5 years from the time written Proof of Loss is required to be furnished.

T7000GB-AE.FL

## **GEORGIA**

The certificate is hereby amended for Georgia as follows:

1. The "Other Insurance with Us" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Other Insurance with Us:** (1.) You may be covered under only one travel Policy/certificate with Us for each Trip. If You are covered under more than one such Policy/certificate, You may select the coverage that is to remain in effect. In the event of Your death, the beneficiary or estate will make this selection. The entire premium that You paid for each Policy/certificate that will not remain in effect shall be refunded to You.

(2.) The following shall apply if there is a valid claim or claims under multiple Policies/certificates with Us for each Trip. If any claim(s) has been paid under any Policy/certificate that will not remain in effect because of the selection described in paragraph (1.) of this provision, You will refund to Us any amount paid to You under each Policy/certificate that will not remain in effect that exceeds the premium paid for that Policy/certificate. If the amount of the claim paid to You under each such Policy/certificate does not exceed the premium paid, then we shall refund to You an amount that is the difference between the premium paid to Us and the claim paid to You for each Policy/certificate that will not remain in effect. This shall cause You to receive an amount from Us that is equal to the premium that You paid for each Policy/certificate that will not remain in effect. You will then be paid under the Policy/certificate that remains in effect.

2. The following provision is hereby added:

**Conflicting Excess Insurance Provisions:** The following applies only if You are covered for the same loss under multiple policies of insurance or indemnity, including the certificate. If the certificate (including any coverage within the certificate or any coverage attached to the certificate as a Rider or part of a Rider) contains a provision indicating that it provides benefits for Your loss in excess of all other valid and collectible policies of insurance or indemnity, and You are also covered by one or more other valid and collectible policies of insurance or indemnity for the same loss, and these other policies contain clauses that are irreconcilable to this, then in accordance with Georgia law, all of these clauses shall cancel each other out, and the liability for the loss will be divided equally between Us and the other insurer(s).

T7000GB-AE.GA

## IDAHO

The certificate is hereby amended for Idaho as follows:

1. The following is hereby added to the certificate:

**Contact Information for the Idaho Department of Insurance:**

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043

1-800-721-3272 or 208-334-4250 or [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

2. The following definition is hereby added to the certificate:

**Elective Abortion** means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.

3. If included, the exclusion concerning “Your participation in Adventure or Extreme Activities, riding or driving in any races, or participation in speed or endurance competition or events, except as a spectator” that applies to Medical Expense benefits only is hereby deleted and replaced with the following:

15. Your participation as a professional: in Adventure or Extreme Activities, riding or driving in any races, or in speed or endurance competition or events;

4. If the definition of “Complications of Pregnancy” is included in the certificate, this definition is deleted and replaced with the following:

**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 hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section (includes all cesarean sections for purposes of Section VI Travel Insurance Benefit(s) and all terms, conditions, and exclusions that effect those coverages), 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 do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

T7000GB-AE.ID

## KANSAS

The certificate is hereby amended for Kansas as follows:

1. The "Legal Actions Against Us" provision located within the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 5 years from the time written Proof of Loss is required to be furnished.

2. Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and shall have no effect.
3. The following provision is hereby added to the certificate:

**Time of Payments of Claims:**

For claims brought under the Accident & Sickness Medical Expense Benefit coverage, all benefits payable under this certificate will be paid immediately upon Our receipt of due written Proof of Loss.

For all other claims, payment shall be made within 30 calendar days after the amount of the payment is agreed to between the claimant and Us in accordance with K.S.A. 40-2,126.

4. The "Subrogation" provision, located in the "General Provisions" section of the certificate is hereby deleted and replaced as follows:

**Subrogation:** If We have 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, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

The Subrogation provision does not apply to following coverages: Accident & Sickness Medical Expense Benefit.

5. If included, the following exclusion "Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion," which applies only to the Medical Expense benefits, is hereby deleted.
6. The following exclusion is hereby added to the list of general exclusions:

Normal pregnancy (except Complications of Pregnancy) or childbirth, or elective abortion. However, normal pregnancy or childbirth shall not be excluded from the coverages included within "Section VI Travel Insurance Benefits".

T7000GB-AE.KS

## LOUISIANA

The certificate is hereby amended for Louisiana as follows:

1. The following provision is hereby added to the certificate:

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

2. In the "General Provisions" section, the "Concealment and Misrepresentation" provision is deleted and

replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void if You conceal or misrepresent any material fact or circumstance relating to this insurance, with the intent to deceive, when applying for coverage. The entire coverage may be cancelled if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

3. If included, the “Subrogation” provision, located within the “General Provisions” section of the certificate, is hereby deleted and replaced with the following:

**Subrogation:** If We have 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, We will be subrogated to that right, provided You have been made whole. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss, provided You have already been made whole for that loss. The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

4. If included, the “Recovery” provision, located within the “How to File a Claim” section of the policy, is hereby deleted and replaced with the following:

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this policy but also recover from a Third Party’s policy, provided You have already been made whole for that loss, the amount recovered from the Third Party’s policy for Your loss shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered, in any form from any Third Party or coverage of a Third Party, provided You have already been made whole for that loss.

The amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

5. If included, the definition of “Spouse” in the “General Definitions” section of the certificate is hereby deleted and replaced as follows:

**Spouse** means Your lawful spouse, if not legally separated or divorced.

6. If included, the definition of “Family Member” in the “General Definitions” section of the certificate is hereby deleted and replaced as follows:

**Family Member** means the following relatives of You or Your Traveling Companion:

- a) Spouse;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians;
- e) grandparents;
- f) aunts or uncles;
- g) nieces or nephews.

T7000GB-AE.LA

## MAINE

The certificate is hereby amended for Maine as follows:

1. Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and shall have no effect.
2. The "Concealment and Misrepresentation" provision, located in the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be voidable if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. In order to void the certificate, We will seek voidance through Maine's state court system.

3. The following is hereby added to the certificate:

**Cancellation by Us:** The Maine Insurance Code permits Us to cancel this certificate for the following reasons:

- A. Nonpayment of premium;
- B. Fraud or material misrepresentation made by You or with Your knowledge in obtaining the certificate, continuing the certificate or in presenting a claim under the certificate;
- C. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- D. Failure to comply with reasonable loss control recommendations;
- E. Substantial breach of contractual duties, conditions or warranties; or
- F. Determination by the superintendent that the continuation of a class or block of business to which the certificate belongs will jeopardize a company's solvency or will place Us in violation of the insurance laws of this State or any other state.

We will not cancel this certificate for any other reason. We will send You a notice of cancellation prior to cancelling this certificate. Cancellation will not take effect until 10 days after You receive the notice of cancellation. A post-office certificate of mailing to You at Your last known address is conclusive proof of receipt of notice on the 3rd calendar day after mailing.

4. When included, the definition of "Sickness," located in the "General Definitions" section of the certificate, is hereby deleted and replaced with the following:

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the certificate.

Notwithstanding the foregoing, for purposes of the Accident & Sickness Medical Expense Benefit only, Sickness shall be defined as Your illness or disease.

T7000GB-AE.ME

## **MICHIGAN**

The certificate is hereby amended for Michigan as follows:

1. The "Legal Actions Against Us" provision, located within the "General Provisions" section of the certificate is hereby deleted and revised as follows:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. 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.

2. The following provision is hereby added to the certificate:

**Criminal Acts:** The criminal acts portion of any exclusion in the certificate, or in any document attached thereto, will not be applied in a way that denies coverage/ benefits without: 1.) a court or other adjudicatory body convicting You of the criminal act that resulted in the loss; or 2.) You agreeing to a plea deal in which You assert that You committed the criminal act that resulted in the loss.

T7000GB-AE.MI

## MINNESOTA

The certificate is hereby amended for Minnesota as follows:

1. The **Fair Settlement Offers and Agreements** provision is added into **General Provisions** section as follows.

**Fair Settlement Offers and Agreements:** If We, or Our designated representative, agree to issue payment for any amount finally agreed upon in settlement of all or part of any claim, payment will be made within five business days from Our receipt of the agreement or from the date of Your performance of any conditions set by such agreement, whichever is later.

2. The **Concealment and Misrepresentation** provision in **General Provisions** section is deleted and replaced as follows:

**Concealment and Misrepresentation:** We will void the entire coverage if there was material misrepresentation, material omission, or fraud made by You or with Your knowledge in obtaining the certificate or in pursuing a claim under the certificate. No oral or written misrepresentation made by You, or in Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the certificate, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

3. The following is added as an additional paragraph to the **Subrogation** provision in the **General Provisions** section:

The Company cannot subrogate itself to Your rights to proceed against a third party if that third party is insured by the Company for the same loss. However, this exception applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

4. The **Legal Actions Against Us** provision in the **General Provisions** section is hereby deleted and replaced with the following:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 2 years from the time written Proof of Loss is required to be furnished.

T7000GB-AE.MN

## MISSOURI

The certificate is hereby amended for Missouri as follows:

1. The "Notice of Claim" provision, located within the "How to File a Claim" section of the Certificate, is deleted and replaced with the following:

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative 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 authorized representative and should include sufficient information to identify You. However, no claim will be denied based upon Your failure to provide notice within such

specified time period unless this failure operates to prejudice Our rights, as per Missouri regulation 20 CSR 100-1.020.

2. The 3rd paragraph of the "Payment of Claim" provision, located within the "How to File a Claim" section of the certificate, is deleted and replaced with the following:

All or a portion of all benefits provided by the Certificate may be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

3. The "Legal Actions Against Us" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Legal Actions Against Us:** 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 10 years from the time written Proof of Loss is required to be furnished.

4. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the certificate, is deleted and replaced with the following:

**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.

T7000-GC-AE.MO

## **NORTH DAKOTA**

The certificate is hereby amended for North Dakota as follows:

1. The "Legal Actions Against Us" provision located within the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

**Legal Actions Against Us:** 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.

2. In Section IX, "Exclusions and Limitations," the general exclusion regarding the commission of or attempt to commit a felony is deleted and replaced with the following:

3. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence and all innocent coinsureds are still eligible to have their loss or losses covered under the certificate;

T7000GB-AE.ND

## **OKLAHOMA**

1. The following provision is hereby added to 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.

T7000GB-AE.OK



## RHODE ISLAND

The certificate is hereby amended for Rhode Island as follows:

1. If included, the "Subrogation" provision is hereby deleted and replaced with the following:

**Subrogation:** If We have 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, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

If We collect a casualty loss from a third party, We shall, from the funds collected, first pay to You the deductible portion of the casualty loss less the prorated share of Subrogation expenses and only after this retain any funds in excess of the deductible portion of the recovery.

2. The definition of **Family Member** in **General Definitions** section is deleted and replaced as follows:

**Family Member** means the following relatives of You or Your Traveling Companion:

- a) Spouse, including a civil union partner;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians;
- e) grandparents;
- f) aunts or uncles;
- g) nieces or nephews.

T7000GB-AE.RI

## SOUTH CAROLINA

The certificate is hereby amended for South Carolina as follows:

1. The "The Contract" provision located within the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy who is not a party to the Contract.

2. The following contact information for United States Fire Insurance Company is hereby added to the certificate:

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724  
Phone Number: 1-800-392-1970

T7000GB-AE.SC

## SOUTH DAKOTA

The certificate is hereby amended for South Dakota as follows:

1. The last sentence of the **Legal Actions Against Us** provision appearing in **GENERAL PROVISIONS** section 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.

T7000GB-AE.SD Rev. 7.30.2020

## TENNESSEE

The certificate is hereby amended for Tennessee as follows:

1. The “Pre-Existing Medical Condition” definition of the “Definitions” section of the policy is hereby deleted and replaced with the following:

**Pre-Existing Medical 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.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.
- 4) A Pre-Existing Medical Condition will not apply to Annual coverage.

2. The “**ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**” provision in the “Travel Insurance Benefits” section of the certificate is hereby deleted and replaced with the following:

Benefits will be paid for Medical Expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

- a. benefits will be payable only for Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip and requires treatment in person by a Physician;
- b. Sickness must occur and Injury must occur while on Your Trip;
- c. only medical Expenses incurred by You during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

3. “Exclusion 8” in the “Exclusions and Limitations” section of the certificate is hereby deleted and replaced with the following:

1. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that manifests or occurred during Your Trip.

4. The “Notice of Claim” provision in “How To File A Claim” section of the certificate is hereby deleted and replaced with the following:

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year 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 authorized representative and should include sufficient information to identify You.

5. The “Proof of Loss” provision in “How To File A Claim” section of the certificate is hereby deleted and replaced with the following:

**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. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide Aon Affinity Travel Practice with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

6. The "Legal Actions Against Us" provision in the "General Provisions" section of the certificate is hereby deleted and replaced with the following:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate 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.

7. The "Concealment and Misrepresentation" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be void, if You conceal or misrepresent any material fact or circumstance relating to this insurance in the application or enrollment form for this certificate.

8. The "Recovery" provision, located within the "How to File a Claim" section of the certificate, is hereby deleted and replaced with the following:

**Recovery:** To the extent We pay for a loss suffered by You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery. You must help Us preserve Our rights against those responsible for Your loss. This may involve signing any papers and taking any other steps We may reasonably require. When You have been paid benefits under this certificate but also recover from another certificate, the amount recovered from the other certificate shall be held in trust for Us by You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, if such benefits are recovered from any Third Party or coverage.

We will not pay or be responsible, without Our written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of You or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance certificate except coverage provided under this certificate.

9. The "Subrogation" provision, located within the "General Provisions" section of the certificate, is hereby deleted and replaced with the following:

**Subrogation:** If We have 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, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

T7000GBC-A&H-AE.TN

## TEXAS

The certificate is hereby amended for Texas as follows:

1. The "Proof of Loss" provision, located within the "How to File a Claim" section of the certificate, is hereby deleted and replaced with the following:

**Proof of Loss:** Proof of loss must be provided within 90 days of the date that We request proof of loss to be provided. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be

shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require You to provide Aon Affinity Travel Practice with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

2. The following provision is hereby added to the certificate:

**Time of Payment of Claims:** We shall notify You in writing of the acceptance or rejection of a claim not later than the 15th business day after We receive all items, statements, and forms required by Us to secure final proof of loss.

If We are unable to accept or reject the claim within the period specified above, We shall, within that same period, notify You of the reasons that We need additional time. We shall accept or reject the claim not later than the 45th day after the date We notify You of Our need for additional time.

If We notify You that We will pay a claim or part of a claim, We shall pay the claim not later than the 5th business day after the date notice is made.

If payment of the claim or part of the claim is conditioned on the performance of an act by You, We shall pay the claim not later than the 5th business day after the date the act is performed.

T7000GB-AE.TX

## UTAH

The certificate is hereby amended for Utah as follows:

1. The **Proof of Loss** provision appearing in “**How To File A Claim**” section is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss in a timely manner does not bar recovery under the certificate if We fail to show that We were prejudiced by the failure to provide proof in a timely manner. Failure to give notice in a timely manner does not bar recovery under the certificate if You give notice as soon as reasonably possible.

2. The **Legal Actions Against Us** provision in the “**General Provisions**” section is hereby deleted and replaced with the following:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate 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.

3. If the definition for “**Hospital**” is included, the following paragraph is hereby added to the definition:

Notwithstanding anything to the contrary, for purposes of the coverages included within “Section VI Travel Insurance Benefits” only, “Hospital” means a facility that is licensed as a general hospital by the proper authority of the state or jurisdiction in which it is located and operating within the scope of such license.

4. If the definition for “**Pre-Existing Medical Condition**” is included, the following paragraph is hereby added to the definition:

Notwithstanding anything to the contrary, for purposes of the coverages included within “Section VI Travel Insurance Benefits” only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the

effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 60-day period preceding the effective date of the coverage.

5. If the policy contains an exclusion for “Pre-Existing Medical Conditions,” the following paragraph is hereby added to the policy:

**Pre-Existing Condition Limitation**

Pre-Existing Medical 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.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

Notwithstanding anything to the contrary, for purposes of the coverages included within “Section VI Travel Insurance Benefits” only, Pre-Existing Medical Condition shall mean the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 60-day period preceding the effective date of the coverage or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 60-day period preceding the effective date of the coverage.

6. The following provision is hereby added to the policy:

**Revision of the Excess Insurance Limitation:** Notwithstanding any provision to the contrary in the policy, or in any document attached thereto, all benefits provided under the following coverages shall be paid on a primary basis: Emergency Accident & Sickness Medical Expense. This means that the Excess Insurance limitation shall not apply to these coverages. However, benefits under these coverages will be reduced to the extent that all or a portion of the same loss is covered by (i) Medicare or other governmental program, except Medicaid; (ii) state or federal worker’s compensation; or (iii) employer’s liability or occupational disease law.

7. The exclusion specific to Medical Expense Benefits which reads “physical therapy or occupational therapy” is hereby deleted and replaced with the following:

physical therapy or occupational therapy unless required to correct an impairment caused by a covered Accident or Sickness.

8. The general exclusion which begins with “the commission of or attempt to commit a felony or being engaged in an illegal occupation” is hereby deleted and replaced with the following:

3. the voluntary commission of or attempt to commit a felony or being engaged in an illegal occupation. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the policy;

T7000GB-AE.UT

## VERMONT

The certificate is hereby amended for Vermont as follows:

1. The **Concealment and Misrepresentation** provision under **General Provisions** is deleted and replaced as follows:

**Fraud and Material Misrepresentation:** The entire coverage will be void if the certificate was obtained through fraud or material misrepresentation. The certificate may be cancelled and the claim may be denied for fraud or material misrepresentation in the presentation of a claim.

2. The **Conformity with Statute** provision under **General Provisions** is deleted and replaced as follows:

**Conformity with Statute:** Any provision of the certificate, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the certificate.

3. The **Physician Examination and Autopsy** provision under **General Provisions** is deleted and replaced as follows:

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense), unless the law or your religion forbids it.

4. Whenever the term Spouse is used throughout the certificate, or in any document attached to the certificate, this term, and any other term denoting a marital relationship, shall include parties to a civil union under Vermont law. Any Family Member brought within the scope of the certificate as a result of Your marriage is also brought within the scope of the certificate by Your civil union under Vermont law.

5. The following is hereby added to the certificate:

**Time of Payment of Claims:** If We agree to settle a claim, We shall pay, or shall mail payment, within 10 business days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.


T7000GB-AE.VT

If there is a conflict between the certificate and these Endorsements, the terms of these Endorsements will govern.

Signed for United States Fire Insurance Company By:



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

## **ARKANSAS NOTICE**

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

**The Insurance Company may be contacted at:**

United States Fire Insurance Company  
Admin. Offices: 5 Christopher Way  
Eatontown, NJ 07724  
1-800-392-1970

## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### United States Fire Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call: Complaint Department at 732-676-9800**

**Toll-free: 1-800-392-1970**

Email: [AHComplaintHandling@cfins.com](mailto:AHComplaintHandling@cfins.com)

Mail: United States Fire Insurance Company  
Complaint Department  
c/o Crum & Forster  
5 Christopher Way  
Eatontown, NJ 07724

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### United States Fire Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a Complaint Department al 732-676-9800**

**Teléfono gratuito: 1-800-392-1970**

Correo electrónico: [AHComplaintHandling@cfins.com](mailto:AHComplaintHandling@cfins.com)

Dirección postal: United States Fire Insurance Company  
Complaint Department  
c/o Crum & Forster  
5 Christopher Way  
Eatontown, NJ 07724

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



## CLAIMS PROCEDURE

**1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact CareFree Travel Assistance™ (refer to Non-Insurance Assistance Services section).

**2. ALL CLAIMS:** Report your claim as soon as possible to Aon Affinity (below). Provide the policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, Aon Affinity will promptly forward You the appropriate claim form to complete.

Online: [www.aontravelclaim.com](http://www.aontravelclaim.com)

Phone: 1-(800) 323-4947 or 1-(516) 342-7292

Mail: Aon Affinity  
900 Stewart Avenue  
Garden City, NY 11530

Office Hours: 8:00AM – 10:00PM (EST), Monday – Friday  
9:00AM – 5:00PM (EST), Saturday

**Important:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible.

## PRIVACY NOTICE

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

### **Your privacy is our concern**

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

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

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

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

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

### **To whom do we disclose information about you?**

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

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

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F’s obligations to its insurers and reinsurers. We may also

share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

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

## About Our Websites

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

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

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

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

## How to contact us

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

Crum & Forster Legal Department  
305 Madison Avenue  
Morristown, NJ 07960  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

## Changes to this Privacy Notice

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

### For California Residents Only:

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

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

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

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

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

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

- If you would like to make a Request to Know, go to <http://www.cfins.com/request-to-know-california-residents/> or call 1.844.254.5754
- If you would like to make a Request to Delete, <http://www.cfins.com/request-to-delete-california-residents/> or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:  
Crum & Forster Legal Department  
PO Box 1973  
305 Madison Avenue  
Morristown, NJ 07962  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

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

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

January 2020

## Pre-Trip Information – Travel Assistance – Medical Assistance

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**Assistance Services listed in this section are not insurance benefits. Costs and expenses associated with the services provided by CareFree Travel Assistance™ are your responsibility, unless stated otherwise.**

Not a care in the world... when you have 24/7 global network to assist you on your travels.

### CareFree Travel Assistance™

- Inoculation information
- Travel information including visa/passport requirements
- Lost passport/travel documents assistance
- Embassy or Consulate Referral
- Currency exchange rates
- Worldwide public holiday information
- Lost baggage search; stolen luggage replacement assistance
- Emergency cash transfer assistance
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends, or business associates
- Legal referrals/bail bond assistance
- Rental Vehicle Return
- ATM locator
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventative measures
- Emergency return travel arrangements
- Claims Assistance Services

### Medical & Emergency Assistance

- Physician/hospital/dental/vision referrals
- Eyeglasses and corrective lens replacement assistance
- Emergency prescription replacement
- In-patient and out-patient medical case management:
  - Arrangement of doctor appointments
  - Arrangement of hospital admission
  - Medical Monitoring
  - Guarantee of medical expenses incurred during hospitalization\*
  - Assist in providing the plan administrator Medical Expenses for review
  - Assist in the collection of Claims Documents for the plan administrator

## Emergency Transportation Services

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**CareFree Travel Assistance™ coordinates the assistance services and facilitates payment on behalf of Aon Affinity as follows:**

- Emergency medical evacuation transportation assistance
- Arrangement of repatriation of mortal remains
- Arrangement of visitors to the bedside of a hospitalized insured

**All services described above, provided by CareFree Travel Assistance™, are not insurance benefits, and you will be responsible for reimbursing CareFree Travel Assistance™ for costs and expenses associated with any services and/or facilities arranged. However, there may be insurance coverage in your plan that may cover all or part of the costs and expenses incurred. See the insurance portions of your plan documents for full details.**

**\*This is a non-insurance assistance service. A payment made pursuant to this does not guarantee coverage under any insurance coverage in your plan, and you will be responsible for reimbursing CareFree Travel Assistance™ any expense paid on your behalf that is not covered by an insurance coverage in your plan.**

CareFree Travel Assistance™ can be accessed by calling: **877-303-5909** or, from outside the US or Canada, call collect: **516-342-4594**.

*Note that the problems of distance, information, and communications make it impossible for Aon Affinity, the travel supplier, or CareFree Travel Assistance™ to assume any responsibility for the availability, quality, use, or results of any emergency service. In all cases, you are still responsible for obtaining, using, and paying for your own required services of all types.*