### **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

### TRAVEL INSURANCE POLICY

### **Note-Able Travel Experiences**

This Policy describes the group travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our".

### PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS

This Policy is a legal contract issued in consideration of the signed Master Group Application of the Policyholder, a copy of which is attached.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO

Michael & MiTigue

Michael P. McTigue Secretary

### TABLE OF CONTENTS

SECTION I	COVERAGE PROVISIONS
SECTION II	WHEN COVERAGE BEGINS AND ENDS
SECTION III	EXTENSION OF COVERAGE
SECTION IV	TRAVEL ARRANGEMENT PROTECTION
SECTION V	PROTECTION FOR THE INSURED'S BELONGINGS
SECTION VI	TRAVEL INSURANCE BENEFITS
SECTION VII	GENERAL DEFINITIONS
SECTION VIII	EXCLUSIONS AND LIMITATIONS
SECTION IX	PREMIUMS
SECTION X	CLAIMS PROCEDURES
SECTION XI	HOW TO FILE A CLAIM
SECTION XII	GENERAL PROVISIONS
L	

# SCHEDULE OF BENEFITS

No benefits will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

SECTION IV Travel Arrangement Protection Benefit(s)	Maximum Benefit Amount
Trip Cancellation	100% of non-refundable insured Trip Cost up to a maximum of \$2,500
Single Supplement	Included
Trip Interruption	100% of non-refundable insured Trip Cost up to a maximum of \$2,500
Ancillary Trip Interruption	Included under the Trip Interruption benefit maximum
Traveling Companion Hospitalization	Up to \$100 per day
Additional Transportation Expenses	Included
Trip Delay	up to \$500
Emergency Medical Evacuation and Repatriation of Remains	up to \$50,000
Medical Repatriation	Included
Transportation of Children/Child	Included
Bedside Visit Transportation to Join The Insured	Included
SECTION V Protection For The Insured's Belongings Benefit(s)	Maximum Benefit Amount
Baggage and Personal Effects	up to \$1,500
Passport, Visa or Other Travel Documents	up to \$250
Per Article Limit	up to \$250
Items subject to Special Limitations	\$500 maximum combined
Baggage Delay	up to \$500
SECTION VI Travel Insurance Benefit(s)	Maximum Benefit Amount
Accident Medical Expense	up to \$10,000
Sickness Medical Expense	up to \$10,000
Dental Expense sublimit	up to \$1,000
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T7000GBP-SOB

### SECTION I COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip.

### SECTION II WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

### This is the Insured's Effective Date and time for Trip Cancellation:

Coverage begins at 12:01 a.m. at the Insured's location on the day after the date Travel Supplier receives the required premium to cover the Insured's Trip.

This is the Insured's Effective Date and time for Trip Delay: Coverage is in force while en route to and from the Covered Trip.

This is the Insured's Effective Date and time for All Other Coverages: Coverage begins on the date and time the Insured departs on the first Travel Arrangement (or alternate travel arrangement if the Insured must use an alternate travel arrangement to reach the Scheduled Destination) for his/her Trip.

### When Coverage Ends:

Trip Cancellation coverage(s) automatically ends on the earlier of:

- 1. the date and time the Insured departs on his/her Trip;
- 2. the date and time the Insured cancels his/her Trip.

All Other Coverages: The Insured's coverage automatically ends on the earlier/est of:

- 1. the date the Insured completes his/her Trip;
- 2. the Scheduled Return Date;
- 3. cancellation of the Insured's Trip covered by this Policy.

### SECTION III EXTENSION OF COVERAGE

### Automatic Extension of Coverage

All coverages except Trip Cancellation will be extended if the Insured's entire Trip is covered by this Policy and the Insured's return is delayed due to unavoidable circumstances beyond the Insured's control. This extension of coverage will end on the earlier of the date the Insured reaches his/her originally scheduled Return Destination, or 7 days after the originally Scheduled Return Date.

### SECTION IV TRAVEL ARRANGEMENT PROTECTION

### **TRIP CANCELLATION**

If the Insured cancels their Trip prior to the Scheduled Departure Date, We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, forfeited, prepaid, non-refundable Payments or Deposits for the Travel Arrangements the Insured purchased for their Trip, provided the cancellation occurs while coverage is in effect for the Insured and is due to any of the following covered Unforeseen reasons, as defined:

- 1. The Insured's, a Family Member's, a Traveling Companion's or Business Partner's death that occurs before departure on the Insured's Trip;
- 2. The Insured's, a Family Member's, a Traveling Companion's or Business Partner's Sickness or Injury, that:
  - a. occurs before departure on the Insured's Trip;
  - b. is examined and treated by a Physician prior to cancellation, unless it is not reasonably possible to do so, and;
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause the Insured to cancel their Trip. Sickness or Injury of the Insured's Business Partner must be so disabling as to reasonably cause the Insured to cancel their Trip to assume daily management of the business.
- 3. The Insured or the Insured's Traveling Companion must cancel their Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

### Other Covered Events means:

- 1. The Insured or the Insured's Traveling Companion are hijacked or Quarantined;
- 2. The Insured or the Insured's Traveling Companion are subpoenaed or served with a court order or required to serve on a jury, or required to appear as a witness in a legal action, provided the Insured or the Insured's Traveling Companion are not a party to the legal action; except appearing in a law enforcement capacity;
- 3. The Insured or the Insured's Traveling Companion are directly involved in a traffic accident, while en route to their Scheduled Trip Departure City. The traffic accident must be documented by a police report;
- 4. Mechanical breakdown/equipment failure of a Common Carrier on which the Insured is scheduled to travel that causes a cancellation or delay of the Insured's travel for at least 18 consecutive hours;
- Inclement Weather that causes a delay or complete cessation of services for at least 18 consecutive hours of a Common Carrier on which the Insured is scheduled to travel which prevents the Insured from reaching their Scheduled Destination;
- 6. The Insured or the Insured's Traveling Companion are involuntarily terminated or laid off from their employment. The termination notice must occur at least 30 days after the Trip Cancellation Effective Date. The Insured or the Insured's Traveling Companion must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;
- 7. The Insured or the Insured's Traveling Companion have Complications of Pregnancy, which is verified by medical records and occurs after the Effective Date of coverage;
- 8. The Insured or the Insured's Traveling Companion are suffering a Mental, Nervous or Psychological condition or disorders which requires Hospitalization or Partial Hospitalization. Hospitalization or Partial Hospitalization must be for at least 1 or more days before the Insured's Scheduled Trip. A Physician must certify the condition as preventing the Insured or the Insured's Traveling Companion from going on the Trip.

The Hospitalization requirement does not apply to Post-Traumatic Stress Disorder (PTSD).

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

The Insured must report all cancellations to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the Insured should report the event as soon as possible. We do not cover increased amounts of unused, non-refundable prepaid Payments or Deposits that result from all other delays or reporting beyond 72 hours.

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

### SINGLE SUPPLEMENT

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid non-refundable Travel Arrangements if a person booked to share accommodations with the Insured cancels his/her Trip due to any of the covered Unforeseen reasons or Other Covered Events shown in the Trip Cancellation section(s) and the Insured does not cancel their Trip. Proof of cancellation by a person booked to share accommodations with the Insured accommodations with the Insured is required.

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

### TRIP INTERRUPTION

If the Insured must start their Trip late or are unable to complete their Trip, We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the land or water Travel Arrangements the Insured purchased for their Trip plus the Additional Transportation Cost paid to either:

- a) join the Insured's Trip if the Insured must depart after the Scheduled Departure Date or travel via alternate travel arrangements; or
- b) rejoin the Insured's Trip from the point where the Insured interrupted their Trip to the next Scheduled Destination; or

c) transport the Insured to their originally scheduled Return Destination of their Trip.

The benefit payable for the above will not exceed the cost of a one-way economy airfare (or first or business class, if the original tickets were first or business class) by the most direct route less any refunds paid or payable for the Insured's unused original tickets. Note that reimbursement of non-refundable Payments or Deposits will be calculated/prorated on a daily basis less the cost of the original airfare booked by the Insured, Travel Supplier, or by others.

Trip Interruption must occur while coverage is in effect for the Insured due to any of the following covered Unforeseen reasons, as defined:

- 1. The Insured's, or a Family Member's, or a Traveling Companion's or a Business Partner's, death, which occurs while the Insured is on their Trip
- 2. The Insured's, or a Family Member's or a Traveling Companion's or a, or a Business Partner's or Sickness or Injury, that:
  - a) occurs while the Insured is on their Trip;
  - b) is examined and treated by a Physician prior to the time of interruption unless it is not reasonably possible to do so; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent the Insured's continued participation on their Trip.

Sickness or Injury of the Insured's Business Partner must be so disabling as to reasonably cause the Insured to interrupt their Trip to assume daily management of the business.

3. The Insured or the Insured's Travel Companion must interrupt their Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

### Other Covered Events means:

- 1. The Insured or the Insured's Traveling Companion are hijacked or Quarantined;
- 2. The Insured or the Insured's Traveling Companion are subpoenaed or served with a court order, or required to serve on a jury, or required to appear as a witness in a legal action, provided the Insured or the Insured's Traveling Companion are not: a party to the legal action; except appearing in a law enforcement capacity;
- 3. The Insured or the Insured's Traveling Companion's Primary Residence or Scheduled Destination are made Uninhabitable and remains Uninhabitable during their Trip by a Natural Disaster, vandalism or burglary. We will only pay the benefits for losses occurring within 30 days after the event renders the Insured's Scheduled Destination Uninhabitable or inaccessible;
- The Insured or the Insured's Traveling Companion are directly involved in and are delayed due to a traffic accident, while en route to their Scheduled Trip Departure City. The traffic accident must be documented by a police report;
- 5. Financial Insolvency or Financial Default of an entity that directly provides Travel Arrangements, including a Common Carrier, cruise line, or other travel entity that cause a complete cessation of travel services if the Financial Insolvency or Financial Default occurs more than 10 days following the Effective Date for Trip Interruption. Benefits will be paid due to Financial Insolvency or Financial Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to their Scheduled Destination;
- 6. a Terrorist Incident that occurs during the Insured's Trip:
  - a. in the Scheduled Trip Departure City or in a city listed on the scheduled itinerary of their Trip; and
  - b. provided the Insured's Travel Supplier (if applicable) did not offer a substitute itinerary;
- A mechanical breakdown/equipment failure or inspection of equipment of a Common Carrier on which the Insured is scheduled to travel that causes complete cessation or delay of the Insured's travel for at least 18 consecutive hours;
- Inclement Weather that causes a: complete cessation of services for at least 18 consecutive hours of a Common Carrier on which the Insured is scheduled to travel which prevents the Insured from reaching their Scheduled Trip Departure City or Scheduled Destination;
- 9. The Insured or the Insured's Traveling Companion are involuntarily terminated or laid off by the Insured or the Insured's Traveling Companion's employer while they are on their Trip. The Insured or the Insured's Traveling Companion must have been an active employee with the same employer for at least 1 continuous year. This

provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons;

10. The Insured or the Insured's Traveling Companion have Complications of Pregnancy which is verified by medical records and occurs while the Insured or the Insured's Traveling Companion are on their Trip.

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount the Insured prepaid for their Trip, or the Maximum Benefit Amount shown in the Schedule of Benefits.

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

### **Ancillary Trip Interruption**

- 1. If the Insured must interrupt their Trip because the Insured's Traveling Companion is Hospitalized and must remain Hospitalized due to a covered Injury or Sickness for at least 1 day during the Insured's Trip, We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Reasonable Additional Expenses incurred by the Insured to remain with the Insured's Traveling Companion.
- 2. If the Insured must interrupt their Trip due to any of the covered Unforeseen reason(s) listed within the Trip Interruption section but is later able to continue the original Trip, We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for additional transportation expenses (not to exceed the same class as the Insured's original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to their Scheduled Destination, or to a place where the Insured can continue their Trip. The Insured must have at least 25% of the original Trip duration remaining when the Insured resumes their Trip.

Ancillary Trip Interruption Benefits are supplemental to benefits provided under Trip Interruption and the Insured's Total Interruption coverage may not exceed the amount shown in the Schedule of Benefits.

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

### TRIP DELAY

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements, Reasonable Additional Expenses, plus the Additional Transportation Cost paid, if the Insured's Trip is delayed at least 12 consecutive hours from the original departure time to either:

- a. join the Insured's Trip if the Insured must depart after the Scheduled Departure Date or travel via alternate travel arrangements; or
- b. transport the Insured to their originally scheduled return or final destination of their Trip.

The Trip Delay must occur while coverage is in effect for the Insured due to any of the following covered Unforeseen reason(s).

- 1. Common Carrier delay (the delay must be documented by a Common Carrier;
- The Insured or the Insured's Traveling Companion are not directly involved in a traffic accident, while en route to their Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be documented by a police report;
- 3. a documented theft of the Insured's or the Insured's Traveling Companion's passports or travel documents or visas specifically required for their Trip. The theft must be substantiated by a police report;
- 4. The Insured or the Insured's Traveling Companion is hijacked or Quarantined;
- 5. An unannounced Strike results in a complete cessation of services for at least 3 consecutive hours of a Common Carrier on which the Insured or the Insured's Traveling Companion are scheduled to travel which prevents the Insured or the Insured's Traveling Companion from reaching their Scheduled Destination;
- 6. Inclement Weather that causes a delay, which prevents the Insured from reaching their Scheduled Destination.

If the Insured incurs more than one delay in the same Trip, We will reimburse the Insured, up to the Maximum Benefit Amount in the Schedule of Benefits, for the delay with the largest benefit.

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

### MEDICAL EVACUATION AND REPATRIATION OF REMAINS

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when the Insured suffers a Sickness, Injury, or loss of life, during the Insured's 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 the Insured's condition is acute, severe or life threatening; and
- 2. that adequate Medically Necessary treatment is not available in the Insured's immediate area.

### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return the Insured to their point of origin, the Insured's Primary Residence, or to a Hospital or medical facility closest to the Insured's Primary Residence capable of providing continued treatment, if the Insured's 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 the Insured's unused transportation tickets
- c) other covered land or air transportation including, but not limited to, commercial stretcher, Medical Escort, or the contracted charges for air ambulance.

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, the Insured's Common Carrier tickets will be used.

We will also pay a benefit for Usual and Customary expenses incurred for a Medical Escort's transportation and accommodations if an onsite attending Physician recommends in writing that a Medical Escort accompany the Insured.

**Medical Escort** means a medically trained professional who is approved by Us or Our designated Travel Assistance Services Provider, and is contracted to accompany and provide medical care to a sick or injured person while they are being transported.

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 the Insured's body to the Insured's city of Primary Residence or the Insured's origination point in the United States of America if the Insured dies during their Trip.

Repatriation Expenses means:

- a) embalming or local cremation; and
- associated temporary storage costs for up to 30 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;

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 the Insured's remains are claimed by the receiving funeral home or morgue, or in the event of local cremation, coverage under this benefit ends.

**Transportation of Children/Child**: If the Insured dies or is Hospitalized for more than 1 consecutive day following an Emergency Medical Evacuation, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return the Insured's Children/Child who were accompanying the Insured on the Insured's Trip (and any accompanying minor persons under the Insured's care) who are left unattended by the Insured's death or Hospitalization to their Primary Residence or to the Insured's residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Bedside Visit Transportation to Join the Insured:** If the Insured is or will be Hospitalized for more than 7 consecutive days following or unable to travel due to an Emergency Medical Evacuation, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits for one person chosen by the Insured to visit the Insured's bedside provided the Insured is traveling alone and Emergency Medical Evacuation or Medically Necessary Repatriation is not imminent.

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

### SECTION V PROTECTION FOR THE INSURED'S BELONGINGS

### **BAGGAGE AND PERSONAL EFFECTS**

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if the Insured's Baggage and Personal Effects, which are lost, stolen, damaged or destroyed during the Insured's Trip, less any amount paid or payable by a Common Carrier, hotel, Travel Supplier or any other party responsible for the Insured's loss, provided the Insured has taken all reasonable measures to protect, save and/or recover their property at all times.

We will also reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for fees associated with the replacement of the Insured's passport, visas and other travel documents which are lost, stolen, damaged or destroyed during the Insured's Trip.

### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us; or
- b. the cost to repair or replace the item with material of a like kind and quality.

Not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

### Items subject to Special Limitations

The following items are subject to the maximum combined amount(s) shown in the Schedule of Benefits: jewelry precious or semi-precious gems, decorative or personal articles consisting in whole or in part of silver, gold, or platinum, watches, furs or articles trimmed with fur, cameras and camera equipment and other digital or electronic equipment or media.

### EXCLUSIONS AND LIMITATIONS apply to Baggage and Personal Effects:

We will not provide benefits for any loss or damage for the following items:

- a) animals;
- b) automobiles and automobile equipment;
- c) boats or other vehicles or conveyances;
- d) motorcycles;
- e) trailers;
- f) motors;
- g) aircraft;
- h) bicycles, except when checked as baggage with a Common Carrier;
- i) household effects and furnishings;
- j) antiques and collectors' items;

- k) any type of or repair or replacement of any type of eyeglasses, or sunglasses, or contact lenses, or artificial teeth, dentures, dental braces, dental bridge, or retainers or other orthodontic devices or hearing aids and prosthetics;
- I) artificial limbs or other prosthetic devices;
- m) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- n) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- o) professional or occupational equipment or property, whether or not electronic business equipment with the exception of personal diving equipment;
- p) sports equipment if the loss results from the use thereof;
- q) computers (including personal computers and laptops), digital or electronic equipment or media;
- r) contraband.

### Losses not covered:

We will not provide benefits for any loss or damage caused by or resulting from:

- a) breakage of brittle or fragile articles (except musical instruments);
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked or unattended vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) the Insured's negligent acts or omissions;
- g) property shipped as freight or shipped prior to the Scheduled Departure Date; electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- h) Vermin.

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

### **BAGGAGE DELAY**

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of Necessary Personal Items purchased by the Insured while on their Trip, if the Insured's checked Baggage is delayed or misdirected by a Common Carrier for at least 24 consecutive hours or more from the Insured's time of arrival at a Scheduled Destination other than the Insured's Return Destination.

This coverage terminates upon the Insured's arrival at the Return Destination of their Trip.

**Necessary Personal Items** means replacement for clothing, toiletry, prescriptions or eyewear, which are included in the Insured's Baggage and are required for their Trip. Necessary Personal Items do not include jewelry, perfume or alcohol.

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

### SECTION VI TRAVEL INSURANCE BENEFITS

### ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT

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

- 1. benefits will be payable only for Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on the Insured's Trip and requires treatment in person by a Physician;
- only Medical Expenses incurred by the Insured within 365 days of the date of onset of the Insured's Injury or Sickness during the Insured's Trip will be reimbursed, provided the initial treatment was received and documented by a Physician during the Insured Trip (of a duration of 180 days or less for Sickness);
- 3. benefits payable as a result of incurred Medical Expenses will only be paid after benefits have been paid under any other valid and collectible insurance in effect for the Insured or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.

If the Insured suffers one or more Injury or Sickness while on the same Trip the maximum amount payable for all Injuries or Sicknesses will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

Medical Expenses means expenses incurred only for the following:

- a) 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.
- b) Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Trip, if recommended by the Insured's attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from the Insured's Injury or Sickness.
- c) emergency dental treatment incurred during the Insured's Trip. Dental expenses incurred after the Insured's Trip is completed are not covered.
- d) 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 the Insured or already included within the cost of the Insured's Trip.

Advance Payment: If the Insured requires admission to a Hospital or treatment at a clinic, Our designated Travel Assistance Services Provider will arrange advance payment (directly to the provider) necessary for the Insured's admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided the Insured agrees to reimburse Us if it is determined that the Insured's Medical Expense claim is not covered.

We reserve the right to deny a request for advance payment if We confirm that the Insured's claim is not covered under the Policy. An advance payment made by Us is not a guarantee that the Insured's Medical Expense claims are covered.

Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

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

### SECTION VII 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 the Insured is traveling.

Actual Cash Value means original purchase price less depreciation.

Additional Transportation Cost means the actual cost incurred for one-way economy transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by a Common Carrier by the most direct route, less any refunds paid or payable, for the Insured's unused original tickets.

Adventure or Extreme Activities means B.A.S.E. jumping, bull riding, running of the bulls, free diving, bungee jumping, hot air ballooning, parachuting, skydiving, cliff diving, fly-by-wire, paragliding, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, rock climbing without equipment, bodily contact sports, Mountain Climbing over 9,000 feet (2,700 meters), motor sport or motor racing, multi-sport endurance competitions, parkour, scuba diving if the depth exceeds 131 feet (40 meters) and any activity materially similar to the above.

**Baggage and Personal Effects** means luggage and personal possessions taken by the Insured on their Trip, whether owned, borrowed, or rented and also includes the following items:

- 1. travel documents, passports;
- 2. musical instruments;
- 3. hunting equipment; including but not limited to: guns, bows, arrows;
- 4. fishing equipment; including but not limited to: rods, reels, tackle;
- 5. ski equipment; including but not limited to: skis, ski poles, ski bindings, ski boots snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment;
- 6. sports equipment;
- 7. golf equipment; including, but not limited to: golf clubs and golf balls;

- 8. Medical Equipment;
- 9. diving equipment; including property which feeds compressed or enriched gas, floating balance, rapid release buckle belts and weights, instruments to measure time and to measure depth (one per couple) warning instrument showing depletion of gas in the tank and diving computer and diving gear.

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

Children/Child means a person under the age of 25 and primarily dependent on the Insured for support and maintenance;

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental or physical incapacity.

**Civil Disorder or Riot** means a public disturbance by a person or persons acting in revolt, coup, rebellion or resistance against an established government or civil authority or involvement in acts of violence that causes immediate danger, damage, or injury to others or their property.

**Common Carrier** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire

**Complications of Pregnancy** means conditions 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.

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 12 months:

- a) resides with the Insured;
- b) shares financial assets and obligations with the Insured;
- c) is not related by blood or adoption to the Insured to a degree of closeness that would prohibit a legal marriage;
- d) neither the Insured nor domestic partner is married to anyone else, nor has any other domestic partner.

**Effective Date** means the date and time the Insured's coverage begins, as indicated in When Coverage Begins and Ends section of this Policy, or if not specifically outlined therein, the date the Insured 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 the Insured or the Insured's Traveling Companion:

a) Spouse, civil union partner, Domestic 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, or guardians;
- e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;
- g) aunts or uncles;
- h) nieces or nephews, step- nieces or step- nephews.

**Financial Default or Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary by an airline, cruise line, tour operator, rental car company, hotel, condominium, railroad, motor coach company or other travel provider, provided the Financial Default or Financial Insolvency occurs more than 10 days following the Insured's Effective Date for the Trip Cancellation Benefits.

Financial Default or Financial Insolvency does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

## Hospital means a facility that:

- a) is operated according to law for the care and treatment of sick or Injured people;
- b) is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- c) is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- d) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- e) 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;
- f) is supervised by one or more Physicians available at all times.

## 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.

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

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

Inpatient means a person:

- a) who is confined in a Hospital as a registered bed patient overnight; and
- b) for whom at least one day's room and board is charged by the Hospital unless confined as an Inpatient in any military, veterans or other government supported or sponsored Hospital for which a charge for room and board is not made.

**Insured** 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.

Medical Equipment means an appliance or device that is:

- (a) prescribed by a Physician;
- (b) primarily and customarily used for a medical purpose rather than being used for comfort or convenience (excluding mobility scooters);
- (c) for outpatient use; and generally not useful in the absence of Sickness or Injury.

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 the Insured, 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.

**Natural Disaster** means a flood, tsunami, cyclone, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, named winter storm, severe hail storm, fire, wildfire or blizzard; all of which are due to natural causes.

**Payments or Deposits** means the cash, check, or credit card amounts, frequent traveler or credit card rewards, miles or any kind of points; actually paid or used for the Insured's Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of the Insured's Trip or Travel Arrangements are not Payments or Deposits as defined herein.

**Partial Hospitalization** means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient's functional level and prevent relapse or full hospitalization. Partial Hospitalization programs are usually furnished by a Hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**Physician** means a licensed practitioner of medical, surgical, dental services or the healing arts including an accredited Christian Science Practitioner, acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the 60-day period immediately prior to the date the Insured's coverage is effective for which the Insured, the Insured's Traveling Companion, Business Partner, or Family Member scheduled or booked to travel with the Insured:

- 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 the Insured's coverage is effective under the Insured's Policy.
- 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.

Death resulting from a pre-existing medical condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

**Primary Residence** means the Insured's fixed, permanent and main home for legal and tax purposes and/ or a private home, condominium or apartment rental unit in which the Insured resides and is not leased or rented to others.

**Quarantined** means the Insured or the Insured's Traveling Companion, Family Member, or Business Partner are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to the Insured or the Insured's Traveling Companion, Family Member, or Business Partner either having, or being suspected of having a contagious disease, infection or contamination.

**Reasonable Additional Expenses** means reasonable expenses for meals, local transportation and lodging which are necessarily incurred as the result of a trip delay and which are not provided by the Common Carrier or any other party free of charge.

**Return Destination** means the Insured's final destination as shown in the enrollment, itinerary or other travel documents and the place to which the Insured expects to return from their Trip.

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

**Scheduled Destination** means as shown in the enrollment, itinerary or other travel documents where the Insured expects to travel to on their Trip other than Return Destination.

Scheduled Return Date means the date on which the Insured is originally scheduled to return from their Trip to the point of origin.

Scheduled Trip Departure City means the city from which the Insured is originally scheduled to depart on the Trip.

**Sickness** means an illness or disease of the body, that commences while the Insured's 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 the Insured's coverage is not a Sickness as defined herein and is not covered by the Policy.

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

Strike means a labor disagreement resulting in a stoppage of work which:

- a) is unannounced and unpublished at time the Insured's certificate is purchased;
- b) is organized, and legally sanctioned by a labor union or other organized association of workers, in a trade or profession, formed to protect and further their rights and interests; and
- c) Interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent of overthrow or influence the control of any government and an act of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

Third Party(ies) means any person, corporation or other entity (except the Insured and Us).

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged for the Insured's Trip by the Insured's 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<sup>™</sup>.

**Traveling Companion** means up to 4 persons whose name(s) appear(s) with the Insured's on the same Travel Arrangements and who, during the Insured's Trip will share accommodations with the Insured in the same room, cabin, condominium unit, apartment unit or other lodging. 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 in the same room, cabin, condominium unit, apartment unit or other lodging in the same room, cabin, condominium unit, apartment unit or other lodging with the Insured.

### Travel Supplier means Note-Able Travel Experience.

- 1. from whom this Policy is purchased; and
- 2. with whom the Insured booked the Insured's Travel Arrangements.

**Trip** means a scheduled Trip of 90 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.

Trip Cost means the amount the Insured paid for their Travel Arrangements.

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

### Uninhabitable means:

- (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; or
- (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or
- (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or
- (4) the property is without electric gas, sewer service or water; or
- (5) local government authorities have issued a mandatory evacuation; or
- (6) the destination is inaccessible by the mode of transportation as shown on the travel documents or itinerary.

**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.

Vermin means small animals and insects that are harmful or annoying and are often difficult to control.

Wanton means senseless, unprovoked, unjustifiable, or deliberately malicious.

Willful means deliberate or intentional.

### SECTION VIII EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to the Insured, the Insured's Traveling Companion, Family Member scheduled and booked to travel with the Insured.

### The following exclusion(s) apply to the Trip Cancellation and Trip Interruption and Medical Expense.

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

16

- 1. a Pre-Existing Medical Condition, as defined in the Policy;
- being arrested for a DUI/ DWI and as result, being admitted into a (i) drug, marijuana or alcohol treatment facility; (ii) jail; or (iii) awaiting trial;
- 3. the Insured's inability to travel on their Trip after court mandated treatment at a drug, marijuana or alcohol treatment facility;
- 4. the Insured's inability to travel on their Trip to provide the emotional support for someone who is in court mandated treatment at a drug, marijuana or alcohol treatment facility.

### The following exclusions apply to the Medical Expense benefits.

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. a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or Partially Hospitalized while the Policy is in effect;
- 3. the Insured's participation in Adventure or Extreme Activities, riding or driving in races, or participation in speed or endurance competition or events, except as a spectator;
- 4. traveling for the purpose or intent of securing medical treatment or advice;
- 5. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
- 6. 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 the Insured's Trip;
- 7. any medical service provided by the Insured, a Family Member, or Traveling Companion;
- 8. any treatment or medication which, at the time of the Insured's Scheduled Departure Date, is required to be continued during the Insured's Trip;
- 9. Normal pregnancy (except Complications of Pregnancy) or childbirth, except as specifically covered under Trip Cancellation or Trip Interruption, or elective abortion.

# 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. suicide, attempted suicide or any intentionally self-inflicted injury of the Insured, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with the Insured, while sane or insane. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
- 2. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
- 3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 4. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
- 5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by the Insured, a Traveling Companion, Family Member, or Business Partner;
- 6. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of the Insured's Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this coverage to the Insured;
- 7. gross negligence, or Willful and Wanton conduct by the Insured or the Insured's Traveling Companion.

### SECTION IX PREMIUMS

**PREMIUMS**: Coverage is not effective unless all premium due has been paid prior to the date of loss.

### SECTION X CLAIMS PROCEDURES

The Insured's duties in the event of a loss:

For Trip Cancellation and Trip Interruption, the Insured must:

Immediately, or as soon as possible, call the Insured's Travel Supplier and the program administrator (see Where to Report a Claim) to report the Insured's cancellation to avoid non-covered charges due to late reporting.

If the Insured is prevented from taking their Trip as scheduled or must interrupt their Trip due to Sickness or Injury, the Insured should obtain medical care immediately. We require an examination and treatment by a Physician prior to cancellation or interruption unless it is not reasonably possible to do so. Provide all unused transportation tickets, official receipts, etc.

**For Trip Delay,** the Insured must obtain any specific dated documentation, which provides proof of the reason for delay or missed connection (airline or cruise line forms, medical statements, etc.). Submit this documentation along with the Insured's trip itinerary and all receipts for additional expenses incurred.

### For Medical and Emergency Dental Expenses, the Insured 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 the Insured's claim.
- 3. sign a patient authorization to release any information required by Us to investigate the Insured's claim.

### For Baggage and Personal Effects:

In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects, the Insured must:

- 1. report theft losses to police or other local authorities as soon as possible and obtain their written report of the Insured's loss.
- 2. report the baggage delay to the Common Carrier as soon as possible. Submit proof of the report, documentation confirming delivery as well as reimbursement and receipts for essential items.
- take reasonable steps to protect the Insured's Baggage and Personal Effects from further damage and make necessary and reasonable temporary repairs; (We will reimburse the Insured for those expenses. We will not pay for further damage if the Insured fails to protect their items).
- 4. allow Us to examine the damaged Baggage and Personal Effects and/or We may require the damaged item to be sent in the event of payment.
- 5. provide original receipts for any items over \$150 if available.
- 6. original receipts (if available) and a complete list of stolen, damaged or lost item(s) must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the item(s) is damaged.
- 7. for claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

### SECTION XI HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days but no later than 1 year after a loss occurs or as soon as is reasonably possible. The Insured or someone on the Insured's behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify the Insured. Failure by the Insured or someone on the Insured's behalf to make such notification may result in no benefits being paid.

**Claim Forms**: When notice of claim is received by Us or Our authorized representative, Aon Affinity 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 the Insured sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. 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 the Insured to provide Aon Affinity with the following: a Trip invoice, itinerary or confirmation showing details of the Insured's 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
- 2. Mail: 900 Stewart Avenue, Garden City, NY 11530
- 3. Telephone: 1-800-388-1470; or 1-516-742-9283
- 4. Aon Affinity will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, Aon Affinity may, at its discretion, require original documentation to be sent.

**Payment of Claims**: Benefits for loss of life will be paid to the Insured's designated beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- 1. The Insured's spouse;
- 2. The Insured's child or children jointly;
- 3. The Insured's parents jointly if both are living or the surviving parent if only one survives;
- 4. The Insured's brothers and sisters jointly; or
- 5. The Insured's estate.

All other benefits will be paid directly to the Insured, unless otherwise directed. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate. If the Insured has assigned their benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

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

If the Insured paid for the cost of the Insured's Trip themselves, as well as other travelers and incurred a covered loss, benefits will be paid directly to the Insured, unless otherwise directed.

**Disagreement Over Size of Loss:** If there is a disagreement about the amount of the loss, either the Insured or Us can make a written demand for an appraisal. After the demand, the Insured and Us each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. We will pay the appraiser if We choose. The Insured will share with Us the cost for the arbitrator and the appraisal process.

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

**Recover**y: To the extent We pay for a loss suffered by the Insured, We will be assigned the rights and remedies the Insured had relating to the loss.

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

As a condition to receiving the applicable benefits listed above, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of the Insured, 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 Policy except coverage provided under this Policy.

### SECTION XII GENERAL PROVISIONS

**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.

**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.

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. The Insured is over the age of majority and legally competent may change the Insured's 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 the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to 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 Policy 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 Policy. We may examine such data at any reasonable time.

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

**Entire Contract: Changes:** This Policy 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 Policy or its attachments.

**Excess Insurance:** Insurance provided by this Policy 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 payable under this policy 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.

**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.

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

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

**Other Insurance with Us:** The Insured may be covered under only one travel Policy with Us for each Trip. If the Insured is covered under more than one such Policy, the Insured 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. The Insured 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 the Insured recovers damages from the Third Party responsible for the loss, the Insured 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 the Insured's entire loss has not been compensated.

**Physician Examination and Autopsy:** We, at Our expense, may have the Insured 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.

**Termination of The Policy**: Termination of the Policy will not affect a claim for loss, which occurs after the premium is paid and while the Insured's certificate is in force.

Transfer of Coverage: Coverage under the Policy cannot be transferred to anyone else.

### **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

### TEXAS AMENDATORY ENDORSEMENT

This Amendatory Endorsement is attached to and made a part of the Policy. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Policy, unless otherwise terminated.

The Policy is hereby amended for Texas as follows:

- 1. The "Disagreement Over Size of Loss" provision, located within the "How to File a Claim" section of the certificate, is void and will have no effect.
- 2. 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 the Insured to provide Aon Affinity with the following: a Trip invoice, itinerary or confirmation showing details of the Insured's Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

3. The following provision is hereby added to the Policy:

**Time of Payment of Claims:** We shall notify the Insured 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 the Insured 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 the Insured of Our need for additional time.

If We notify the Insured 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 the Insured, We shall pay the claim not later than the 5th business day after the date the act is performed.

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# 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: <u>AHComplaintHandling@cfins.com</u>

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: <u>www.tdi.texas.gov</u> Email: <u>ConsumerProtection@tdi.texas.gov</u> 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: <u>AHComplaintHandling@cfins.com</u>

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: <u>www.tdi.texas.gov</u> Correo electrónico: <u>ConsumerProtection@tdi.texas.gov</u> Direccón 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<sup>™</sup> (refer to Non-Insurance Assistance Services section).

**2. TRIP CANCELLATION CLAIMS:** Contact your travel agent, National Tour Association and Aon Affinity IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. Aon Affinity will then forward the appropriate claim form which must be completed by You AND the attending Physician, if applicable.

**3.** ALL OTHER 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

Phone: 1-(800)-388-1470; or 1-(516)-742-9283

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 (e.g. airline, cruise line, hotel, etc.) for any loss, theft, damage or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay.



# PRIVACY NOTICE

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

### Your privacy is our concern

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

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

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

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

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

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

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

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

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

prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

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

### About Our Websites

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

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

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

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

### How to contact us

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

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

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

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

### For California Residents Only:

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

- *The right* to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose
- *The right* to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.
- *The right* to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

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

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

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

privacyinformation@cfins.com

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

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

January 2020

# Pre-Trip Information – Travel Assistance – Medical Assistance

# Assistance Services listed in this section are not insurance benefits. Costs and expenses associated with the services provided by CareFree Travel Assistance<sup>™</sup> 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:
  - o Arrangement of doctor appointments
  - Arrangement of hospital admission
  - Medical Monitoring
  - o 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**

# CareFree Travel Assistance<sup>™</sup> 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<sup>™</sup>, are not insurance benefits, and you will be responsible for reimbursing CareFree Travel Assistance<sup>™</sup> 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<sup>™</sup> any expense paid on your behalf that is not covered by an insurance coverage in your plan.

CareFree Travel Assistance<sup>™</sup> 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<sup>TM</sup> 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.