# **Cruise/Events Protection Program for Tauck Guests**

# **Cover Page**

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

# Please review the following three (3) sections:

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

# **Cancellation Waiver**

The following Cancellation Waiver is provided by Tauck and is not an insurance benefit.

If you cancel your trip **FOR ANY REASON**, Tauck's Cancellation Waiver reduces the regular cancellation fees, provided Tauck is notified of cancellation before your Trip departs.

**Important**: This Cancellation Waiver is provided by Tauck. Details are outlined in the General Information section of Tauck's travel brochure. The travel insurance coverages in the Travel Protection Plan Certificate were arranged by Aon Affinity on behalf of United States Fire Insurance Company. Non-Insurance Assistance Services are provided by *CareFree Travel Assistance*<sup>TM</sup>. All details outlined in the Travel Protection Plan Certificate pertain only to the coverages indicated in the schedule. This plan is valid only if the appropriate plan cost has been paid.

If you need to cancel your trip, please contact both Tauck World Discovery at 1-800-GO-TAUCK and Aon Affinity at <a href="https://www.aontravelclaim.com">www.aontravelclaim.com</a> to initiate a claim.

**Note:** You are not required to purchase the Travel Insurance benefits in order to purchase the non-insurance Cancellation Waiver provided by Tauck. If you would like to purchase the Cancellation Waiver only, please contact Tauck directly.

# **Travel Protection Plan Certificate**

## **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### TRAVEL INSURANCE CERTIFICATE

#### Tauck Cruise/Events International

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

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

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative. If there are any conflicts between the contents of this document and the policy form series T7000GBC, the policy will govern in all cases.

#### 10 Day Look Period

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

Signed for United States Fire Insurance Company By:

Michael P. McTigue Chairman and CEO 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 YOUR BELONGINGS
SECTION VI	GENERAL DEFINITIONS
SECTION VII	EXCLUSIONS AND LIMITATIONS
SECTION VIII	PREMIUMS
SECTION IX	CLAIMS PROCEDURES
SECTION X	HOW TO FILE A CLAIM
SECTION XI	GENERAL PROVISIONS

# **SCHEDULE OF BENEFITS**

SECTION IV Travel Arrangement Protection Benefit(s)	Maximum Benefit Amount	
Trip Cancellation	Up to 100% of the non-refundable insured Trip Cost	
Single Supplement	Included	
Trip Interruption	Up to a maximum of \$10,000	
Ancillary Trip Interruption		
Traveling Companion Hospitalization	Up to \$200 per day	
Additional transportation expenses	Up to a maximum of \$1,000	
Trip Delay	Up to \$2,000	
Emergency Medical Evacuation	Up to \$100,000	
Medically Necessary Repatriation	Included	
Repatriation of Remains	Up to \$50,000	
Transportation of Children/Child	Included	
Bedside Visit Transportation to Join You	Included	
Ancillary Evacuation Benefit		
Baggage Return	Up to \$1,000	
SECTION V Protection For Your Belongings Benefit(s)	Maximum Benefit Amount	
Baggage and Personal Effects	Up to \$3,000	
Per Article Limit	Up to \$250	
Items subject to Special Limitations	\$500 maximum combined	
Baggage Delay	Up to \$500	

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#### SECTION I COVERAGE PROVISIONS

# Who Is Eligible For Coverage:

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

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

#### SECTION II WHEN COVERAGE BEGINS AND ENDS

#### When Coverage Begins:

This is Your Effective Date and time for Trip Cancellation: Coverage begins on the day that You elect the coverage and the Travel Supplier receives the required premium to cover Your Trip.

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

This is Your Effective Date and time for All Other Coverages: Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

#### When Coverage Ends:

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

- 1. the date and time You depart on Your Trip;
- 2. the date and time You cancel Your Trip.

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

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

#### SECTION III EXTENSION OF COVERAGE

#### **Automatic Extension of Coverage:**

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

# Medical Evacuation and Repatriation Extension:

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

#### **SECTION IV TRAVEL ARRANGEMENT PROTECTION**

#### TRIP CANCELLATION

If You cancel Your Trip prior to the Scheduled Departure Date, We will reimburse You, 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 You purchased for Your Trip, provided the cancellation occurs while coverage is in effect for You and is due to any of the following covered Unforeseen reasons, as defined:

- 1. Your, a Family Member's, a Traveling Companion's or Business Partner's death that occurs before departure on Your Trip;
- 2. Your, a Family Member's, a Traveling Companion's or Business Partner's Sickness or Injury, that:
  - a. occurs before departure on Your 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 You to cancel Your Trip
- 3. You or Your Traveling Companion must cancel Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### Other Covered Events means:

- 1. You or Your Traveling Companion are directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report;
- 2. Mechanical breakdown/equipment failure of a Common Carrier on which You are scheduled to travel that causes a cancellation or delay of Your travel for at least 6 consecutive hours;
- 3. An unannounced Strike results in a complete cessation of services for at least 6 consecutive hours of a Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination;
- 4. Inclement Weather that causes a delay or complete cessation of services or cancellation by a Common Carrier for at least 6 consecutive hours which prevents You from reaching Your Scheduled Destination;
- 5. Your or Your Traveling Companion's Primary Residence is made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary;
- 6. You or Your Traveling Companion are hijacked or Quarantined;
- 7. You or Your 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 You or Your Traveling Companion are not a party to the legal action; except appearing in a law enforcement capacity;
- 8. You or Your Traveling Companion must cancel Your Trip due to a normal pregnancy or childbirth. Trip Cancellation coverage will only be provided for the birth of the Child or admittance by a licensed medical facility for labor or advisement against travel while pregnant within 30 days following the Effective Date for Trip Cancellation:
- 9. You or Your Traveling Companion are suffering a Mental, Nervous or Psychological condition or disorders which require Hospitalization or Partial Hospitalization. Hospitalization or Partial Hospitalization must be for at least 1 or more days before Your Scheduled Trip. A Physician must certify the condition as preventing You or Your 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.

You 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, You should report the event as soon as possible. We do not cover increased amounts of published penalties and 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 certificate or any coverage(s) attached to the certificate.

#### SINGLE SUPPLEMENT

We will reimburse You, 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 You cancels his/her Trip due to any of the covered Unforeseen reasons or Other Covered Events shown in Your Trip Cancellation section(s) and You do not cancel Your Trip. Proof of cancellation by a person booked to share accommodations with You is required.

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

#### TRIP INTERRUPTION

If You must start Your Trip late or are unable to complete Your Trip, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits paid for the land or water Travel Arrangements You purchased for Your Trip plus the Additional Transportation Cost paid and the fees imposed in accordance with The Jones Act up to the Maximum Benefit Amount shown in the Schedule of Benefits to either:

- a) join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements; or
- b) rejoin Your Trip from the point where You interrupted Your Trip to the next Scheduled Destination; or
- c) transport You to Your originally scheduled Return Destination of Your 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 Your unused original tickets. Note that reimbursement of non-refundable Payments or Deposits will be calculated/prorated on a daily basis less the cost of Your original airfare booked by You, Travel Supplier, or by others.

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

- 1. Your, a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs while You are on Your Trip
- 2. Your, a Family Member's or a Traveling Companion's or a Business Partner's Sickness or Injury, that:
  - a) occurs while You are on Your 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 Your continued participation on Your Trip

Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause You to interrupt Your Trip to assume daily management of the business.

3. You or Your Traveling Companion must interrupt Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### Other Covered Events means:

- 1. A mechanical breakdown/equipment failure or inspection of equipment of a Common Carrier on which You are scheduled to travel that causes complete cessation or delay of Your travel for at least 6 consecutive hours.
- 2. An unannounced Strike resulting in complete cessation of travel services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel which prevents You from reaching Your Scheduled Destination.
- 3. You or Your Traveling Companion are directly involved in and are delayed due to a traffic accident, while en route to Your Scheduled Trip Departure City. The traffic accident must be documented by a police report.
- 4. Inclement Weather that causes a: complete cessation of services for at least 6 consecutive hours of a Common Carrier on which You are scheduled to travel at the Scheduled Trip Departure City or Scheduled Destination.

- 5. Your or Your Traveling Companion's Primary Residence is made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary.
- 6. Your river cruise is unable to operate or complete its scheduled itinerary due to insufficient or excessive water levels along the scheduled route for the cruise itinerary, and the Travel Supplier provides only land-based alternative accommodations; Proof of the river cruise diversion must be documented by the Travel Supplier;
- 7. You or You Traveling Companion are hijacked or Quarantined.
- 8. You or Your 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 You or Your Traveling Companion are not: a party to the legal action; except appearing in a law enforcement capacity.
- 9. You or Your Traveling Companion must interrupt Your Trip due to a normal pregnancy or childbirth.

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

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

# **Ancillary Trip Interruption**

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

Ancillary Trip Interruption Benefits are supplemental to benefits provided under Trip Interruption and Your 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 certificate or any coverage(s) attached to the certificate.

### **TRIP DELAY**

We will reimburse You, 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 Expenses, plus the Additional Transportation Cost paid, if Your Trip is delayed at least 6 consecutive hours from the original departure time to either:

- a. join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements;
- b. rejoin Your Trip from the point where You interrupted Your Trip to the next Scheduled Destination;
- c. transport You to Your originally scheduled return or final destination of Your Trip.

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

- 1. You or Your Traveling Companion are not directly involved in a traffic accident, while en route to Your Scheduled Trip Departure City or Scheduled Destination. The traffic accident must be documented by a police report or news report;
- 2. Common Carrier delay (the delay must be documented by a Common Carrier);
- 3. a documented theft of Your or Traveling Companion's passports or travel documents or visas specifically required for Your Trip. The theft must be substantiated by a police report;

- 4. You or You Traveling Companion are hijacked or Quarantined;
- 5. An unannounced Strike results in a complete cessation of services of a Common Carrier on which You or Your Traveling Companion are scheduled to travel which prevents You or Your Traveling Companion from reaching the Scheduled Destination:
- 6. Due to a Natural Disaster, a mandatory evacuation order or recommendation by local government authorities at Your Scheduled Trip Departure City or Scheduled Destination is issued which prevents You from traveling to/arriving at Your Scheduled Trip Departure City or Scheduled Destination;
- 7. Security Breach, Civil Disorder or Riot while at an airport or other port for at least 6 consecutive hours preventing You from reaching Your Scheduled Destination or departing on Your Trip.

If You incur more than one delay in the same Trip, We will reimburse You, 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 certificate or any coverage(s) attached to the certificate.

#### MEDICAL EVACUATION AND REPATRIATION OF REMAINS

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

# **Emergency Medical Evacuation**

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

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

# **Medically Necessary Repatriation**

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

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

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

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

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

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

#### Repatriation of Remains

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

Repatriation Expenses means:

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

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

In the event that Your Injury or Sickness prevents for You to obtain prior authorization of the Emergency Medical Evacuation, Medically Necessary Repatriation and Repatriation of Remains You must make all efforts to notify Us or Our designated Travel Assistance Services Provider as soon as reasonably possible.

In the event You have not contacted Us or Our designated Travel Assistance Services Provider to arrange for Emergency Medical Evacuation, Medically Necessary Repatriation and Repatriation of Remains, benefits will be limited to the amount We would have paid had We or Our designated Travel Assistance Services Provider been contacted and related services pre-approved.

**Transportation of Children/Child**: If You die or are 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 Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to Your 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 You:** If You are 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 You to visit Your bedside provided You are 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 certificate or any coverage(s) attached to the certificate.

#### **ANCILLARY EVACUATION BENEFIT**

**Baggage Return**: If You are evacuated, as covered under this certificate, and Your Baggage doesn't accompany You during evacuation, We will reimburse You, or Your Travel Supplier up to the Maximum Benefit Amount shown in the Schedule of Benefits, for any cost associated with transporting Your Baggage to:

- a. the location You were evacuated to; or
- b. Your Return Destination or Primary Residence

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

#### **SECTION V PROTECTION FOR YOUR BELONGINGS**

#### **BAGGAGE AND PERSONAL EFFECTS**

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

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

#### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

- a. the Actual Cash Value as determined by Us;
- b. The current replacement cost for the lost, stolen, damaged or destroyed item; or
- c. 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, camcorders, computers, electronic devices, laptop or table computers, cell phones, electronic organizers, handheld gaming systems, portable CD players, wireless handheld devices 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;
- bicycles, except when checked as baggage with a Common Carrier;
- i) household effects and furnishings;
- j) antiques and collectors' items;
- k) sunglasses, contact lenses, artificial teeth, dentures, dental braces, dental bridges, retainers or other orthodontic devices or hearing aids;
- 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;
- p) sports equipment if the loss results from the use thereof;
- q) 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;
- 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) Your negligent acts or omissions;
- g) property shipped as freight or shipped prior to the Scheduled Departure Date;
- h) electrical current, including electric arcing that damages or destroys electrical devices or appliances;

i) Vermin.

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

#### **BAGGAGE DELAY**

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

This coverage terminates upon Your arrival at the Return Destination of Your Trip.

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

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

#### **SECTION VI GENERAL DEFINITIONS**

**Accident** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

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 Your unused original tickets.

**Baggage and Personal Effects** means luggage and personal possessions taken by You on Your 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;
- electronic devices; including but not limited to: electronic organizers, personal computers, cameras and camera equipment, camcorders, cell phones, smartphones, portable music players, tablet devices, and other wireless handheld devices.

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

Children/Child means a person under age of 25 and primarily dependent on You 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 You;
- b) shares financial assets and obligations with You;
- c) is not related by blood or adoption to You to a degree of closeness that would prohibit a legal marriage;
- d) neither You nor domestic partner is married to anyone else, nor has any other domestic partner.

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

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

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

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

- a) Spouse, civil union partner, 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.

# **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) is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility;
- 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; or
- 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 Your coverage under this certificate is in force and resulting directly and independently of all other causes of loss covered by this certificate. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

### 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.

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

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

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

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

**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 Your Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your 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 You, 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 Your coverage is effective for which You or Your Traveling Companion, Business Partner, Family Member scheduled or booked to travel with You:

- received or received a recommendation for a test, examination, or medical treatment for a condition which first
  manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person
  to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this certificate.
- 3) Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - a) between a brand name and a generic medication with comparable dosage; or
  - b) an adjustment to insulin or anti-coagulant dosage.

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 Your fixed, permanent and main home for legal and tax purposes and/ or a private home, condominium or apartment rental unit in which You reside and is not leased or rented to others.

**Quarantined** means You or Your 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 You or Your Traveling Companion, Family Member, or Business Partner either having, or being suspected of having an contagious disease, infection or contamination.

**Reasonable Expenses** means reasonable expenses for meals, taxi fares, essential telephone calls, local transportation, and lodging which are necessarily incurred and which are not provided by the Common Carrier or any other party free of charge.

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

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

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

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

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

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

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

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

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

- a) is unannounced and unpublished at time this 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 You, Rental Property and Us).

**Time Sensitive Period** means insurance must be purchased within 10 days of the date Your initial Payments or Deposits for Your Trip is received.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Trip by Your Travel Supplier.

Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip departure and return cities, provided the dates of travel for the air flights are within 14 total days of the scheduled Trip dates.

Travel Assistance Services Provider means CareFree Travel Assistance™.

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

#### Travel Supplier means Tauck:

- 1. from whom this certificate is purchased; and
- 2. with whom You booked Your 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 You paid for Your 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.

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

#### SECTION VII EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to You, Your Traveling Companion, Family Member scheduled and booked to travel with You.

#### The following exclusion applies to the Trip Cancellation and Trip Interruption:

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

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

# 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. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
- expenses incurred by any Child born during Your Trip;
- 3. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
- 4. participation in a Civil Disorder or Riot, or insurrection;
- 5. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the certificate;

6. piloting or learning to pilot or acting as a member of the crew of any aircraft.

#### **MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that You or Your Traveling Companion scheduled and booked to travel with You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the certificate.

If coverage for a Trip is purchased and it is later determined that You or Your Traveling Companion scheduled and booked to travel with You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the certificate, the coverage is void and premium paid will be returned.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- a) Your premium for this certificate is received within the Time Sensitive Period, and
- b) You are medically able and not disabled from travel at the time Your premium is paid.

#### **SECTION VIII PREMIUMS**

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

#### **SECTION IX CLAIMS PROCEDURES**

#### Your duties in the event a loss:

#### For Trip Cancellation and Trip Interruption, You must:

Immediately, or as soon as possible, call Tauck World Discovery at 1-800-GO-TAUCK and the program administrator (see Where to Report a Claim) to report Your 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:** You 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 Your trip itinerary and all receipts for additional expenses incurred.

# For Baggage and Personal Effects:

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

- 1. report theft losses to police or other local authorities as soon as possible and obtain their written report of Your 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;
- 3. take reasonable steps to protect Your Baggage and Personal Effects from further damage and make necessary and reasonable temporary repairs; (We will reimburse You for those expenses. We will not pay for further damage if You fail to protect Your 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. in the event of theft or unauthorized use of Your credit cards, You must notify the credit card company immediately to prevent further unlawful activity;
- 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 X 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. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You. Failure by You or someone on Your 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 Travel Practice, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

Obtain claim forms from Aon Affinity Travel Practice at <a href="www.aontravelclaim.com">www.aontravelclaim.com</a> which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

# Where to Report a Claim:

Online: <u>www.aontravelclaim.com</u>

Phone: 1-(866) 808-7352 or 1-(516) 342-7292

Mail: Aon Affinity Travel Practice

900 Stewart Avenue Garden City, NY 11530

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

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

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

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

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

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

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

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

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

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

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

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

#### SECTION XI GENERAL PROVISIONS

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

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

**Excess Insurance:** Insurance provided by this certificate shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

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

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

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

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

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

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

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

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

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

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

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

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

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

**Termination of This certificate**: Termination of this certificate will not affect a claim for loss, which occurs after You pay the premium and while the certificate is in force.

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

# **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### ILLINOIS AMENDATORY ENDORSEMENT

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

The certificate is hereby amended for Illinois Residents as follows:

A. The Injury(ies)/Injured definition in the General Definitions section is deleted and replaced as follows:

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

- **B.** Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and will have no effect.
- **C.** The **Legal Actions Against Us** provision located within the **General Provisions** section is deleted and replaced as follows:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished. However, the running of such 3 year period to bring suit is tolled from the date Proof of Loss is filed until the date the claim is denied in whole or in part.

- D. The Conformity with Statute provision located within the General Provisions section is void and will have no effect.
- E. The provision titled The Contract and the provision titled Entire Contract: Changes, both of which are located within the General Provisions section, are hereby deleted and replaced as follows:

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached, and the Certificates of Insurance. No agent or other person may change it in any way. The contract cannot be revised midterm without the mutual consent of the Insured and the Company. Only an officer of the Company can approve a change on behalf of the Company, and any such change must be attached.

**F.** The following provision is hereby added to the certificate:

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

**G.** The **Physical Examination and Autopsy** provision located within the **General Provisions** section is hereby deleted and replaced as follows:

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law and where performing an autopsy on You would not violate Your sincere religious beliefs.

**H.** The following provision is hereby added to the certificate:

**Substitute Transportation Expenses:** Notwithstanding any provision to the contrary, if a coverage provides benefits for unplanned transportation expenses meant to serve as a substitute for transportation booked for Your Trip, no benefits payable shall be reduced solely because the substitute transportation arranged is of the same type and class of transportation as the transportation that was originally booked.

I. The Clerical Error provision located within the General Provisions section is deleted and replaced as follows:

Clerical Error: We or Our authorized representative may make a clerical error in keeping data. If so, when the error is found, benefits will be adjusted according to the correct data. If You have been charged in excess of the correct premium amount due to Our error, We or Our authorized representative will refund the excess premium charged. An error will not end insurance validly in force, nor will it continue insurance validly ended.

J. The following provision shall always apply:

# 15 Day Look Period

If You are not satisfied for any reason, You may cancel this certificate within 15 days after receipt by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this certificate. When so returned, all coverages under this certificate are invalid from the beginning.

**K.** The following provision is hereby added to the certificate:

Travel Assistance Services Provider Limitation: Notwithstanding any provision to the contrary, You are not required to utilize the services of the designated Travel Assistance Services Provider to arrange any services or transportation under any coverage in the certificate or in any rider attached thereto. However, if You elect not to utilize the services of the designated Travel Assistance Services Provider, all benefits payable under any coverage where a designated Travel Assistance Service Provider is available to make arrangements for services or transportation will be limited to the amount that would have be payable had You utilized the designated Travel Assistance Service Provider. Amounts exceeding this shall not be covered.

**L.** The following provision is hereby added to the certificate:

**Pre-Approval Not Required:** Any requirement that provides that We, the designated Travel Assistance Services Provider and/or Designated Security Consultant must pre-approve or arrange the use of any service or transportation for You to be eligible for any benefits under any coverage in the certificate, or in any rider attached thereto, shall not apply.

**M.** The following is hereby added to the certificate:

#### WARNING

PURCHASING THIS COVERAGE MAY VOID OR LIMIT OTHER INSURANCE SUCH AS A HOMEOWNERS POLICY OR FIRE POLICY COVERING YOUR CONTENTS. PLEASE READ ANY SUCH POLICIES YOU HAVE.

N. If included within the **Section IV Travel Arrangement Protection** section, the provisions regarding **Medical Evacuation and Repatriation of Remains** coverage are hereby deleted and replaced as follows:

#### MEDICAL EVACUATION AND REPATRIATION OF REMAINS

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

#### **Emergency Medical Evacuation**

We will pay for the transportation expenses incurred for an Emergency Medical Evacuation to the nearest suitable Hospital or medical facility where adequate treatment is available to treat an Unforeseen Sickness or Injury provided:

- 1. the local attending Physician determines that Your condition is acute, severe or life threating; and
- 2. that adequate treatment is not available in Your immediate area.

We have a designated Travel Assistance Service Provider who can arrange Your evacuation. You do not have to utilize the designated Travel Assistance Service Provider to arrange Your evacuation. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had You utilized the designated Travel Assistance Service Provider to make Your evacuation arrangements.

# **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return You to Your point of origin, Your Primary Residence, or to a Hospital or medical facility closest to Your Primary Residence capable of providing continued treatment. The Medical Repatriation must be approved by Your local attending Physician.

We will pay for one of the following methods of transportation:

- a. one-way transportation, which may be of the same class as Your original ticket(s) unless this option is not available:
- b. commercial air upgrade to business or first class, less refunds from Your unused transportation tickets. If possible, Your Common Carrier tickets will be used.

We have a designated Travel Assistance Service Provider who can arrange Your repatriation. You do not have to utilize the designated Travel Assistance Service Provider to arrange Your repatriation. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had You utilized the designated Travel Assistance Service Provider to make Your repatriation arrangements.

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

Medical Evacuation expenses will only be payable for necessary transportation, related medical services and medical supplies.

#### **Repatriation of Remains**

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

Repatriation Expenses means:

- a) embalming or local cremation; and
- b) associated temporary storage costs for up to 60 days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains:
- c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to: 1) the nearest location where the body can be embalmed or cremated, if not locally

- available; and/or 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States; and
- d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

We have a designated Travel Assistance Service Provider who can arrange the transportation of Your remains. The person who seeks to return Your remains does not have to utilize the designated Travel Assistance Service Provider to arrange the transportation of Your remains. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had such person utilized the designated Travel Assistance Service Provider to arrange the transportation of Your remains.

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

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

O. If included within the **Section IV Travel Arrangement Protection** section, the provisions regarding **Ancillary Medical Evacuation** coverage are hereby deleted and replaced as follows:

#### ANCILLARY MEDICAL EVACUATION

**Transportation of Children/Child**: If You die or are Hospitalized for more than 1 consecutive day following an Emergency Medical Evacuation, We will pay up to the cost of a single one-way transportation ticket of the 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 Your Children/Child who were accompanying You on Your Trip (and any accompanying minor persons under Your care) who are left unattended by Your death or Hospitalization to their Primary Residence or to Your residence in the United States, including the cost of an attendant.

We have a designated Travel Assistance Service Provider who can arrange the return transportation of Your Child/Children. You do not have to utilize the designated Travel Assistance Service Provider to arrange the return transportation Your Child/Children. However, all benefits payable under this coverage will be limited to the maximum amount that would have be payable had You utilized the designated Travel Assistance Service Provider to arrange the return transportation of Your Child/Children.

**Bedside Visit Transportation to Join You:** If You are 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 Reasonable Additional Expenses for one person chosen by You to visit Your bedside, provided You are traveling alone and Emergency Medical Evacuation or Medical Repatriation is not imminent.

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

If there is a conflict between the certificate and this Endorsement, the terms of this Endorsement will govern.

Signed for United States Fire Insurance Company By:

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

## **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### TRAVEL INSURANCE CERTIFICATE

#### **Tauck Cruise/Events International**

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

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

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative. If there are any conflicts between the contents of this document and the policy form series T7000GBC, the policy will govern in all cases.

# 10 Day Look Period

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

Signed for United States Fire Insurance Company By:

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

# **TABLE OF CONTENTS**

SECTION I	COVERAGE PROVISIONS
SECTION II	WHEN COVERAGE BEGINS AND ENDS
SECTION III	EXTENSION OF COVERAGE
SECTION IV	TRAVEL INSURANCE BENEFITS
SECTION V	ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS
SECTION VI	GENERAL DEFINITIONS
SECTION VII	EXCLUSIONS AND LIMITATIONS
SECTION VIII	PREMIUMS
SECTION IX	CLAIMS PROCEDURES
SECTION X	HOW TO FILE A CLAIM
SECTION XI	GENERAL PROVISIONS

# **SCHEDULE OF BENEFITS**

SECTION IV Travel Insurance Benefit(s)	Maximum Benefit Amount
Accident Medical Expense	Up to \$50,000
Sickness Medical Expense	Up to \$50,000
Emergency Dental Expense	Included up to \$1,000
SECTION V	
Accident Death and Dismemberment Benefit(s)	Maximum Benefit Amount
24-Hour Other than Common Carrier	\$10,000
Common Carrier	\$30,000

T7000GBC-A&H-SOB

#### SECTION I COVERAGE PROVISIONS

#### Who Is Eligible For Coverage:

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

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

#### SECTION II WHEN COVERAGE BEGINS AND ENDS

#### When Coverage Begins:

This is Your Effective Date and time for All Coverages: Coverage begins on the date and time You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Scheduled Destination) for Your Trip.

#### When Coverage Ends:

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

- 4. the date You complete Your Trip;
- 5. the Scheduled Return Date:
- 6. cancellation of Your Trip covered by this certificate.

#### **SECTION III EXTENSION OF COVERAGE**

#### **Automatic Extension of Coverage:**

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

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#### **SECTION IV TRAVEL INSURANCE BENEFITS**

# EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT

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

- 1. Sickness must first commence or manifest itself and Injury must first occur while on Your Trip;
- 2. only Medical Expenses incurred by You within 365 days of the date of onset of Your Injury or Sickness during Your Trip will be reimbursed, provided the initial treatment was received and documented by a Physician during Your Trip;
- 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 You or in accordance with a provision in jurisdictions where excess coverage provisions are not permitted.

If You suffer 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 Your Trip, if recommended by Your attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from Your Injury or Sickness.
- c) emergency dental treatment incurred during Your Trip. Dental expenses incurred after Your 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 You or already included within the cost of Your Trip.

**Advance Payment**: If You require 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 Your admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided You agree to reimburse Us if it is determined that Your Medical Expense claim is not covered.

We reserve the right to deny a request for advance payment if We confirm that Your claim is not covered under the certificate. An advance payment made by Us is not a guarantee that Your 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 certificate or any coverage(s) attached to the certificate

# SECTION V ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS - 24 HOUR OTHER THAN COMMON CARRIER

We will pay the percentage of the Principal Sum indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip other than while covered for Common Carrier only benefits, sustained a Loss shown in the Table of Losses below:

#### **Table of Loss**

Loss of	% of Principal Sum
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%
Sight of One Eye	50%

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS- COMMON CARRIER

We will pay the percentage of the Principal Sum shown in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits, when You, as a result of an Injury caused by an Accident occurring during Your Trip while:

- 1. riding solely as a passenger in or on, boarding or alighting from, any aircraft of a regularly scheduled commercial airline or air charter company licensed carry passengers for hire and operated by a properly certified pilot that results in a Loss shown in the Table of Losses below.
- 2. riding solely as a passenger in or on, boarding or alighting from, any public conveyance provided by a Common Carrier, that results in a Loss shown in the Table of Losses below.

#### % of Principal Sum Loss of 100% Life 100% Both Hands or Both Feet Sight of Both Eyes 100% One Hand and One Foot 100% Either Hand or Foot and Sight of One Eye 100% Either Hand or Foot 50% Sight of One Eye 50%

#### **Table of Loss**

The Loss must occur within 181 days of the date of the Accident, which caused Injury. The Accident must occur while You are on Your Trip and is covered under this certificate.

If more than one Loss is sustained by You as a result of the same Accident, only one amount, the largest applicable to the Losses incurred, will be paid. We will not pay more than 100% of the Maximum Benefit Amount shown in the Scheduled of Benefits for all Losses due to the same Accident.

#### **Loss** with regard to:

- a) hand(s), or foot/feet, means actual severance at or above a wrist joint proximal to the elbow or actual severance at or above the ankle proximal to the knee, respectively
- b) eye or eyes means entire and irrecoverable Loss of entire sight thereof in that eye.

#### **Accidental Death and Dismemberment Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefits. We will not provide benefits for any loss due to, arising or resulting from Sickness or disease of any kind, directly or indirectly

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

#### **SECTION VI GENERAL DEFINITIONS**

**Accident** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

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

Children/Child means a person under age of 25 and primarily dependent on You 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:

- e) resides with You;
- f) shares financial assets and obligations with You;
- g) is not related by blood or adoption to You to a degree of closeness that would prohibit a legal marriage;
- h) neither You nor domestic partner is married to anyone else, nor has any other domestic partner.

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

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

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

Family Member means the following relatives of You:

- i) Spouse, civil union partner, Domestic Partner,
- j) Children, children-in-law, step-children, foster children, ward or legal ward;
- k) Siblings, siblings-in-law, step-siblings;
- l) parents parents-in-law, step-parents, legal guardians, or guardians;
- m) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- n) step-aunts or step-uncles;
- o) aunts or uncles;

p) nieces or nephews, step- nieces or step- nephews.

#### Hospital means a facility that:

- g) is operated according to law for the care and treatment of sick or Injured people;
- h) is licensed or recognized as a general hospital by the proper authority of the state in which it is located
- i) is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- j) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- k) is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility;
- I) is supervised by one or more Physicians available at all times.

# A Hospital does not include:

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

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

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

#### Inpatient means a person:

- c) who is confined in a Hospital as a registered bed patient overnight; and
- d) 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.

#### **Medical Equipment** means an appliance or device that is:

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

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

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

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

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

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 Your Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Trip or Travel Arrangements are not Payments or Deposits as defined herein.

**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 You, 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 Your coverage is effective for which You:

- 4) 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
- 5) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this certificate.
- 6) 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:
  - c) between a brand name and a generic medication with comparable dosage; or
  - d) 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.

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

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

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

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

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

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

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

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

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

**Time Sensitive Period** means insurance must be purchased within 10 days of the date Your initial Payments or Deposits for Your Trip is received.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged for Your Trip by Your Travel Supplier.

Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip departure and return cities, provided the dates of travel for the air flights are within 14 total days of the scheduled Trip dates.

Travel Assistance Services Provider means CareFree Travel Assistance™.

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

## Travel Supplier means Tauck:

- 3. from whom this certificate is purchased; and
- 4. with whom You booked Your 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.

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

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

## **SECTION VII EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to You.

#### 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:

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

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

- 1. routine physical examinations or routine dental care;
- 2. traveling for the purpose or intent of securing medical treatment or advise;
- 3. any Trip taken against the advice of a Physician and any losses occurred during such Trip;
- 4. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease that first manifests or occurred during Your Trip;
- 5. any medical service provided by You, a Family Member, or Traveling Companion;
- 6. any treatment or medication which, at the time of Your Scheduled Departure Date, is required to be continued during Your Trip;
- a Mental, Nervous or Psychological Condition or Disorder unless Hospitalized or partially Hospitalized while the certificate is in effect:
- 8. alcohol or substance abuse or treatment for the same including admittance to a rehab facility.

# 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:

- 7. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
- 8. expenses incurred by any Child born during Your Trip;
- 9. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
- 10. participation in a Civil Disorder or Riot, or insurrection;
- 11. the commission of or attempt to commit a felony or being engaged in an illegal occupation by You, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the certificate;
- 12. piloting or learning to pilot or acting as a member of the crew of any aircraft.

#### MEDICALLY FIT TO TRAVEL EXCLUSION:

We will not pay any expense as a result of You having been advised in writing that You are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the certificate.

If coverage for a Trip is purchased and it is later determined that You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the certificate, the coverage is void and premium paid will be returned.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

We will waive the Pre-Existing Medical Condition exclusion if all of the following conditions are met:

- c) Your premium for this certificate is received within the Time Sensitive Period, and
- d) You are medically able and not disabled from travel at the time Your premium is paid.

## **SECTION VIII PREMIUMS**

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

#### **SECTION IX CLAIMS PROCEDURES**

## Your duties in the event a loss:

#### For Medical and Emergency Dental Expenses, You must:

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

#### SECTION X HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days but no later than 1 year after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You. Failure by You or someone on Your 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 Travel Practice, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

## Where to Report a Claim:

Online: www.aontravelclaim.com

Phone: 1-(866) 808-7352 or 1-(516) 342-7292

Mail: Aon Affinity Travel Practice

900 Stewart Avenue Garden City, NY 11530

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

- 6. Your spouse;
- 7. Your child or children jointly;
- 8. Your parents jointly if both are living or the surviving parent if only one survives;
- 9. Your brothers and sisters jointly; or
- 10. Your estate.

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

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

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

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

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

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

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

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

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

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

#### **SECTION XI GENERAL PROVISIONS**

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

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

**Excess Insurance:** Insurance provided by this certificate shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

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

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

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

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

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

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

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

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

furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

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

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

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

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

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

**Termination of This certificate**: Termination of this certificate will not affect a claim for loss, which occurs after You pay the premium and while the certificate is in force.

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

## **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

## ILLINOIS AMENDATORY ENDORSEMENT

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

The certificate is hereby amended for Illinois Residents as follows:

A. The Injury(ies)/Injured definition in General Definitions section is deleted and replaced as follows:

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

- **B.** Any and all references to "Usual and Customary" within the certificate and any attachment thereto are hereby void and will have no effect.
- C. The Legal Actions Against Us provision located within the General Provisions section is deleted and replaced as follows:

**Legal Actions Against Us:** All certificate terms will be interpreted under the laws of the state in which the certificate was issued. No legal action may be brought to recover on the certificate within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished. However, the running of such 3 year period to bring suit is tolled from the date Proof of Loss is filed until the date the claim is denied in whole or in part.

- **D.** The **Conformity with Statute** provision located within the **General Provisions** section is void and will have no effect.
- E. The provision titled **The Contract** located within the **General Provisions** section is hereby deleted and replaced as follows:

**Entire Contract: Changes:** 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. 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 attached.

**F.** The following provision is hereby added to the certificate:

**Time of Payment of Claims:** Indemnities payable under this certificate for any loss other than loss for which this certificate provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this certificate provides periodic payment will be paid not be less frequently than monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

**G.** The following provision is hereby added to the certificate:

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

H. The Benefit to Bailee provision located within the How to File a Claim section is deleted and replaced as follows:

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

**I.** The following provision is hereby added to the certificate:

Notwithstanding any provision to the contrary, the following rules govern Our right to reimbursement and right to subrogation:

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

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

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

Reimbursement Provision: If You recover expenses for Sickness or Injury that occurred due to the negligence of a third party, We have the right to first reimbursement for all benefits We paid from any and all damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by You, Your parents if You are a minor or Your legal representative as a result of that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the third party admits liability.

**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 are assigned the right to recover from the Third Party, or his or her insurer, to the extent of the benefits we paid for that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision. This provision applies whether or not the Third Party admits liability. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if Your entire loss has not been compensated.

**J.** When included, the **Accidental Death and Dismemberment Exclusions** are hereby deleted and replaced with the following:

#### **Accidental Death and Dismemberment Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefits. We will not provide benefits for any loss due to, arising or resulting from Sickness or disease of any kind.

If there is a conflict between the certificate and this Endorsement, the terms of this Endorsement will govern.

Signed for United States Fire Insurance Company By:

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

## **Illinois Guaranty Notice**

Title 50, Chapter I, Subchapter 11, Part 3401 of the Illinois Insurance Code requires all Group Life and Health insurers to provide a summary of the basic provisions of the Illinois Life and Health Insurance Guaranty Association Law.

Any questions concerning this summary should be directed to the Illinois Life and Health Guaranty Association or to the Illinois Insurance Department at the addresses contained in the summary.

## ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW

Residents of Illinois who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in Illinois to write these types of insurance are members of the Illinois Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its policy obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the covered claims of policyholders that live in Illinois (and their payees, beneficiaries, and assignees) and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, as noted below.

## ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION DISCLAIMER

The Illinois Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are substantial limitations and exclusions. Coverage is generally conditioned on continued residence in Illinois. Other conditions may also preclude coverage.

You should not rely on availability of coverage under the Life and Health Insurance Guaranty Association Law when selecting an insurer. Your insurer and agent are prohibited by law from using the existence of the Association or its coverage to sell you an insurance policy.

The Illinois Life and Health Insurance Guaranty Association or the Illinois Department of Insurance will respond to any questions you may have which are not answered by this document. Policyholders with additional questions may contact:

Illinois Life and Health Insurance Guaranty Association 1520 Kensington Road, Suite 112 Oak Brook, IL 60523 (773) 714-8050

http://www.ilhiga.org

Illinois Department of Insurance 320 West Washington Street 4th Floor Springfield, Illinois 62767 (217) 782-4515

http://www.insurance.illinois.gov

Guaranty Notice (IL) 03/14

#### SUMMARY OF GENERAL PURPOSES AND CURRENT LIMITATIONS OF COVERAGE

The Illinois law that provides for this safety-net coverage is called the Illinois Life and Health Insurance Guaranty Association Law ("Law") 215 ILCS 5/531.01, et seq.. The following contains a brief summary of the Law's coverages, exclusions, and limits. This summary does not cover all provisions, nor does it in any way change anyone's rights or obligations under the Law or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

## a) Coverage:

The Illinois Life and Health Insurance Guaranty Association provides coverage to policyholders that reside in Illinois for insurance issued by members of the Guaranty Association, including:

- 1) Direct non group life insurance, health insurance, annuity and supplemental contracts;
- 2) life, health, annuity certificates under direct group policies or contracts;
- 3) unallocated annuity contracts; and
- 4) contracts to furnish health care services and subscription certificates for medical or health care services issued by certain licensed entities. The beneficiaries, payees, or assignees of such persons are also protected, even if they live in another state.
- b) 1) the insurer that issued the policies or contracts domiciled in Illinois; and
  - 2) the states in which the persons reside have associations similar to the Illinois Association; and
  - 3) the persons are not eligible for coverage by an association in any other state due to the fact that the insurer was not licensed in that state at the time specified in that state's guaranty association law.

## c) Exclusions from Coverage:

- 1) The Guaranty Association does not provide coverage for:
  - A) any policy or portion of a policy for which the individual has assumed the risk;
  - B) any policy of reinsurance (unless an assumption certificate was issued);
  - C) interest rate guarantees which exceed certain statutory limitations;
  - D) any unallocated annuity contracts issued to an employee benefit plan protected under the Pension Benefit Guaranty Corporation and any portion of the contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery;
  - E) any portion of any unallocated annuity contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery.
  - F) any policy or contract providing any hospital, medical, prescription drug, or other health care benefits pursuant to Part C or Part D of Subchapter XVIII, Chapter 7 of Title 42 of the United States Code (commonly known as Medicare Part C & D) or any regulations issued pursuant thereto;
  - G) any portion of a policy or contract to the extent that the assessments required by Section 531.09 of this Code with respect to the policy or contract are preempted or otherwise not permitted by federal or State law;
  - H) any portion of a policy or contract issued to a plan or program of an employer, association, or other person to provide life, health, or annuity benefits to its employees, members, or others to the extent that the plan or program is self-funded or uninsured, including, but not limited to, benefits payable by an employer, association, or other person under:
    - a) a multiple employer welfare arrangement as defined in 29 U.S.C. Section 1144;
    - b) a minimum premium group insurance plan;
    - c) a stop loss group insurance plan; or
    - d) an administrative services only contract.
  - I) any portion of a policy or contract to the extent that it provides for:
    - a) dividends or experience rating credits;
    - b) voting rights; or
    - c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service or administration of the policy or contract;

Guaranty Notice (IL) 03/14

- J) any portion of a variable life insurance or variable annuity contract not guaranteed by an insurer; or
- K) any contractual agreement that establishes the member insurer's obligations to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan or its trustee, which in each case is to an affiliate of the member insurer;
- L) any portion of a policy or contract to the extent that it provides for interest or other changes in value to be determined by the use of an index or other external reference stated in the policy or contract, but which have not been credited to the policy or contract, or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer under this Code, whichever is earlier. If a policy's or contract's interest or changes in value are credited less frequently than annually, then for purposes of determining the values that have been credited and are not subject to forfeiture under this Section, the interest or change in value determined by using the procedures defined in the policy or contract will be credited as if the contractual date of crediting interest or changing values was the date of the impairment or insolvency, whichever is earlier, and will not be subject to forfeiture; or
- M) any stop loss insurance.
- 2) In addition, persons are not protected by the Guaranty Association if:
  - A) the Illinois Director of Insurance determines that, in the case of an insurer which is not domiciled in Illinois, the insurer's home state provides substantially similar protection to Illinois residents which will be provided in a timely manner; or
  - B) their policy was issued by an organization which is not a member insurer of the Association was not licensed or did not have a certificate of authority to issue the policy or contract in this State.

## d) Limits on Amount of Coverage:

- 1) The Law also limits the amount the Illinois Life and Health Insurance Guaranty Association is obligated to pay. The Guaranty's Association's liability is limited to the lesser of either:
  - A) the contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer, or
  - B) with respect to any one life, regardless of the number of policies, contracts, or certificates:
    - i) in the case of life insurance, \$300,000 in death benefits but nor more than \$100,000 in net cash surrender or withdrawal values;
    - ii) in the case of health insurance:
      - a) \$100,000 for coverages not defined as disability insurance or basic hospital, medical, and surgical insurance or major medical insurance or long-term care insurance, including any net cash surrender and net cash withdrawal values;
      - b) \$300,000 for disability insurance and \$300,000 for long-term care insurance as defined in Section 351 A-1 of this Code; and
      - c) \$500,000 for basic hospital medical and surgical insurance and major medical insurance;
    - iii) with respect to annuities 250,000 in the present value of annuity benefits, including net cash surrender or withdrawal values, and \$250,000 in the present value of annuity benefits for individuals participating in certain government retirement plans covered by an unallocated annuity contract. The limit for coverage of unallocated annuity contracts other than those issued to certain governmental retirement plans is \$5,000,000 in benefits per contract holder, regardless of the number of contracts.
- e) However, in no event is the Guaranty Association liable for more than (1) in aggregate of \$300,000 in benefits with respect to any one life except with respect to benefits for basic hospital, medical and surgical insurance and major medical insurance in which case the aggregate liability of the Association shall not exceed \$500,000 with respect to any one individual.

Guaranty Notice (IL) 03/14

#### **CLAIMS PROCEDURE**

- **1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact CareFree Travel Assistance™ (refer to Non-Insurance Assistance Services section).
- **2. TRIP CANCELLATIONS:** Contact Tauck World Discovery at 1-800-GO-TAUCK 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. 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-(866) 808-7352 or 1-(516) 342-7292

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

This program was designed and administered by Aon Affinity. Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency. Affinity Insurance Services is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner.

**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. You must receive initial treatment within thirty (30) days of the Accident, which caused the Injury, or the onset of the Sickness.

This plan provides trip cancellation and other insurance coverages that apply during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies. If you have any questions about your current coverage, call your insurer, insurance agent or broker. The purchase of this plan is not required in order to purchase any other travel product or service offered to you by your travel retailers. Unless individually licensed as an insurance agent, your travel agent is not qualified or authorized to answer your technical questions about the benefits, exclusions or conditions of this plan or to evaluate the adequacy of any existing insurance coverage you may have. Questions should be directed to the plan administrator at the toll-free number provided.



## **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 Privacy Notice – A&H

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

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

#### **About Our Websites**

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

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

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

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

#### How to contact us

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

Crum & Forster Legal Department

305 Madison Avenue

Morristown, NJ 07960

privacyinformation@cfins.com

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

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

#### For California Residents Only:

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

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

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

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

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

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

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

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

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

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at 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™ are your responsibility, unless stated otherwise.

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

#### CareFree Travel Assistance™

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

## **Medical & Emergency Assistance**

- · Physician/hospital/dental/vision referrals
- Eyeglasses and corrective lens replacement assistance
- Emergency prescription replacement
- In-patient and out-patient medical case management:
  - Arrangement of doctor appointments
  - Arrangement of hospital admission
  - Medical Monitoring
  - Guarantee of medical expenses incurred during hospitalization\*
  - Assist in providing the plan administrator Medical Expenses for review
  - o 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™, are not insurance benefits, and you will be responsible for reimbursing CareFree Travel Assistance™ for costs and expenses associated with any services and/or facilities arranged. However, there may be insurance coverage in your plan that may cover all or part of the costs and expenses incurred. See the insurance portions of your plan documents for full details.

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

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

Note that the problems of distance, information, and communications make it impossible for AON Affinity, The travel supplier, or CareFree Travel Assistance<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.