

**UNITED STATES FIRE INSURANCE COMPANY**

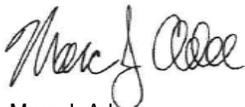
Administrative Office: 5 Christopher Way,  
Eatontown, New Jersey 07724  
(Called "the Company")

**INDIVIDUAL TRAVEL PROTECTION POLICY**

**THIS IS A LIMITED BENEFIT, SHORT-TERM TRAVEL POLICY**

This is a legal contract between United States Fire Insurance Company and You. This Policy is issued in consideration of the Application and payment of the appropriate plan cost. United States Fire Insurance Company, herein called the Company, will pay You the benefits described in this Policy, subject to all Policy limitation, and exclusions, when You sustain a loss specified under a provision of the Policy under which You are covered, as shown in the Confirmation of Benefits and Evidence of Benefits. The entire contract is made up of the Policy and any attachments. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in the Policy or its attachments.

Signed for the Company,  
Chairman and CEO,



Marc J. Adeo

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**SECTION I. PERIOD OF COVERAGE**

The "Effective Date" of Your Travel Protection Policy begins at 12:01 a.m. following the postmark of Your application or 12:01 a.m. following the date You apply by phone or fax and pay the required plan cost. The Trip Cancellation Benefit begins on the Effective Date. The Trip Delay Benefit is in force while You are en route to and from Your Trip. All other Benefits begin on 12:01 a.m. on the later of Your Scheduled Departure Date or the Effective Date of Your Travel Protection Policy, as described above. Benefits end for all Insureds when You cancel Your Trip, when You return home, or when You complete the term of Your Trip.

**SECTION 2. GENERAL PROVISIONS**

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

**Claim Forms:** When notice of claim is received by the Company or designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

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

**Time of Payment of Claims:** benefits for loss of life are payable to You. The first individual named on the application form is the beneficiary for all other insureds. All or a portion of all other benefits provided by this Policy may, at the option if the Company, be paid directly to the provider of the services(s). All benefits not paid to the provider will be paid to You. Other than for loss of life, if any benefit is payable to either another Insured or Your beneficiary who is a minor or otherwise not

able to give a valid release or Your estate, the Company may pay up to \$1,000 to Your beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company from obligations under this Policy to the extent of such payment.

**Payment of Claims:** All benefits are payable to You, if alive. Otherwise benefits are payable to Your estate.

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

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

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

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

**Clerical Error:** Clerical error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void an Insured's coverage if it is otherwise validly in force; nor will it continue an Insured's coverage if it is otherwise validly terminated under the terms of this Policy.

**Conformity with State Statutes:** The provisions of this Policy must conform with the laws of the state in which the Policy is issued. If any do not, they are hereby amended to conform.

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. An Insured shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. You are entitled to complete reimbursement for loss covered under this Policy before the Company is entitled to subrogation proceeds.

### **SECTION 3. COMPREHENSIVE PROTECTION PLAN & POST DEPARTURE PROTECTION PLAN**

#### **EVIDENCE OF BENEFITS**

The following Benefits are provided under Your Policy as shown in Your Schedule of Benefits. Each Benefit is to all policy provisions not in conflict with the provisions of the particular Benefit provided.

#### **24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT**

##### **PART A. BENEFITS**

When an Insured sustains covered injuries resulting in any of the following losses within 365-days from the date of the Accident, benefits will be paid as follows:

Loss of Life . . . . .	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes . . . . .	Principal Sum
Loss of One Hand and One Foot . . . . .	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye . . . . .	Principal Sum
Loss of One Hand, One Foot or One Eye . . . . .	One-half Principal Sum

The Principal Sum is shown in the Schedule of Benefits.

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively, Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one Accident. The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same Accident.

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

##### **PART B. EXPOSURE AND DISAPPEARANCE**

If, while insured under this Benefit, an Insured is unavoidably exposed to the elements because of a covered Accident and suffers a loss for which benefits are payable under this Benefit, such loss will be covered.

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

##### **ACCIDENT MEDICAL EXPENSE**

The Maximum Benefit Amount under this Benefit for each Insured covered under the Policy is shown in the Schedule of Benefits.

##### **PART A. DEFINITIONS**

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

- i) the services of a Legally Qualified Physician;
- ii) Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Trip, if recommended as a substitute for a hospital room for recovery of an Injury);

- iii) transportation furnished by a professional ambulance company to and/or from a Hospital; and
- iv) prescribed drugs, prosthetics and therapeutic services and supplies.

##### **PART B. BENEFITS**

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs an Eligible Expense as a result of an accidental Injury that occurs during the Trip. An Insured must receive initial Medical Treatment for the Injury within 30 days after the date of the Accident that caused the Injury. All services, supplies or treatment must be received within the 52 weeks following the date of the Accident. Benefits will include expenses for emergency dental treatment not to exceed the amount shown in the Schedule of Benefits.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured's admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

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

##### **SICKNESS MEDICAL EXPENSE**

The Maximum Benefit Amount under this Benefit for each Insured covered under the Policy is shown in the Schedule of Benefits.

##### **PART A. DEFINITIONS**

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

- i) the services of a Legally Qualified Physician;
- ii) Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Trip, if recommended as a

substitute for a hospital room for recovery of a Sickness);

- iii) transportation furnished by a professional ambulance company to and/or from a Hospital; and
- iv) prescribed drugs, prosthetics and therapeutic services and supplies.

#### **PART B. BENEFITS**

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs an Eligible Expense as a result of Sickness that manifests itself during the Trip. An Insured must receive initial Medical Treatment for the Sickness within 30 days of onset of the Sickness. All services, supplies or treatment must be received within the 52 weeks following the onset of the Sickness.

Benefits will include expenses for emergency dental treatment not to exceed the amount shown in the Schedule of Benefits.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure an Insured's admission to a Hospital, up to the Maximum Benefit Amount, because of a covered Sickness. The authorized travel assistance company, if any, will coordinate advance payment to the Hospital.

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

#### **TRIP CANCELLATION**

*(DOES NOT APPLY TO POST-DEPARTURE PLAN)*

The Maximum Benefit Amount is shown in Your Schedule of Benefits.

#### **BENEFITS**

Benefits will be paid up to the Maximum Benefit Amount, to cover an Insured for the unused, non-refundable and prepaid expenses for Travel Arrangements when an Insured is prevented from taking his or her Trip due to:

- a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's

Business Partner or Your Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing the Insured's continued participation in the Trip;

- b) Unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 48 consecutive hours;
- b) Weather that causes complete cessation of services of the Insured's Common Carrier for at least 48 consecutive hours;
- d) Employer termination or layoff affecting You or a person(s) sharing the same room during Your Trip. Employment must have been with the same employer for at least three (3) consecutive years;
- e) Your Primary Residence or that of Your Traveling Companion is rendered uninhabitable by unforeseen circumstances;
- f) Burglary of You or Your Traveling Companion's primary residence within 10 days of departure of the Trip;
- g) Felonious Assault of the Insured or a Traveling Companion within 10 days of departure or during the Trip; Bankruptcy or Default of an airline, cruise line, or tour operator (other than the travel agency from whom You purchased the travel arrangements) which stops service more than fourteen (14) days following the Effective Date.
- i) Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that an Insured should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date;
- j) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
- k) The Insured or Traveling Companion is called to emergency military duty for a national disaster other than war;
- l) Traffic accident, substantiated by a police report, directly involving either the Insured or Traveling Companion while en route to a scheduled point of departure;
- m) If the Travel Supplier cancels Your Trip, You are eligible for the benefit amount shown in the Schedule of Benefits for the reissue fee charged by the airline for each of the

Insureds' tickets. You must have protected the entire cost of their Trips, including the airfare.

#### **Single Supplement**

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a Traveling Companion has his or her Trip delayed, canceled or interrupted for a covered reason and You do not cancel.

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

#### **TRIP INTERRUPTION**

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

#### **BENEFITS**

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the additional cost for one way Economy Transportation for the Insured to return to their original destination or rejoin their Trip less the value of the original unused return travel ticket when an Insured is prevented from completing his or her Trip due to:

- a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Your Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing the Insured's continued participation in the Trip;
- b) Unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 48 consecutive hours;
- c) Weather that causes complete cessation of services of the Insured's Common Carrier for at least 48 consecutive hours;
- d) Employer termination or layoff affecting You or a person(s) sharing the same room during Your Trip. Employment must have been with the same employer for at least three (3) consecutive years;
- e) Your Primary Residence or that of Traveling Companion is rendered uninhabitable by unforeseen circumstances;

- f) Burglary of You or Your Traveling Companion's primary residence within 10 days of departure of the Trip;
- g) Felonious Assault of an Insured or a Traveling Companion within 10 days of departure or during the Trip;
- h) Bankruptcy or Default of an airline, cruise line, or tour operator (other than the travel agency from whom You purchased the travel arrangements) which stops service more than fourteen (14) days following the Effective Date.
- i) Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that an Insured should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date;
- j) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
- k) The Insured or Traveling Companion is called to emergency military duty for a national disaster other than war;
- l) Traffic accident, substantiated by a police report, directly involving either the Insured or Traveling Companion while en route to a scheduled point of departure;
- m) If the Travel Supplier cancels Your Trip, You are eligible for the benefit amount shown in the Schedule of Benefits for the reissue fee charged by the airline for each of the Insureds' tickets. You must have protected the entire cost of their Trips, including the airfare.

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

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

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

#### **PART A. DEFINITIONS**

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

- a) animals;
- b) automobiles and automobile equipment;
- c) boats or other vehicles or conveyances;

- d) trailers;
- e) motors;
- f) aircraft;
- g) bicycles, except when checked as baggage with a Common Carrier;
- h) household effects and furnishings;
- i) antiques and collectors items;
- j) sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
- k) prosthetic limbs;
- l) prescribed medications;
- m) keys, money, credit cards, tickets, documents or securities, (except as coverage is otherwise specified under the Policy), stamps;
- n) professional or occupational equipment or property, whether or not electronic business equipment; or
- o) telephones, computer hardware or software.

#### **PART B. BENEFITS**

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

- (a) The Company will pay the lesser of the following amounts up to the Per Article Maximum shown in the Schedule of Benefits:
  - i) the actual cash value at the time of loss, theft or damage; or
  - ii) the cost to repair or replace the article with material of a like kind and quality.

The Company will pay the Combined Maximum shown in the Schedule of Benefits for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

The Company will pay the amount shown in the Schedule of Benefit for the cost of replacing a passport or visa.

The Company will pay the amount shown in the Schedule of Benefit for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that the Insured has complied with all conditions of the credit card company.

**For Baggage Delay:** If, while on a Trip, an Insured's checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from his or her time of arrival at a destination other than Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. An Insured must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

#### **PART C. CONDITIONS**

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically covered under any other insurance.

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

#### **PART D. ADDITIONAL LIMITATIONS AND EXCLUSIONS SPECIFIC TO BAGGAGE AND PERSONAL EFFECTS**

Benefits are not payable for any loss caused by or resulting from:

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

#### **PART E. ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO BAGGAGE**

Your Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and You must:

- a) take all reasonable steps to protect, save or recover the property;
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of an Insured's property at the time of loss:

- c) produce records needed to verify the claim and its amount ,and permit copies to be made:
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and
- e) be examined, if requested.

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

**No Benefit to Bailee:** This insurance shall not benefit any Common Carrier or bailee.

**TRIP DELAY**

The Maximum Benefit Amount is shown in Your Schedule of Benefits.

**BENEFITS**

If an Insured is delayed for more than the number of hours shown in the Schedule of Benefits while en route to or from a Trip, due to:

- a) any delay of a Common Carrier. The delay must be certified by the Common Carrier;
- b) a traffic accident in which an Insured or Traveling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a report to the police or the appropriate authority); or
- d) quarantine, hijacking, strike, natural disaster, terrorism or riot;
- e) documented weather condition preventing the Insured from getting to the point of departure;

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

- a) the Additional Transportation Cost from the point where an Insured was delayed to a destination where he or she can join the Trip;
- b) the Additional Transportation Cost to return an Insured to his or her originally scheduled return destination;

- c) reasonable accommodation and meal expenses (up to the daily amount shown in the Schedule of Benefits); and
- d) the non-refundable, unused portion of the prepaid expenses for the Trip.

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

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

**MISSED CONNECTION**

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

**BENEFITS**

If an Insured is delayed for more than the number of hours shown on the Schedule of Benefits while en route to a Trip, due to:

- a) any delay of a Common Carrier. The delay must be certified by the Common Carrier; or
- b) documented weather condition preventing the Insured from getting to the point of departure.

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

- a) the Additional Transportation Cost to join the cruise or tour;
- b) reasonable accommodation and hotel expenses.

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

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

**EMERGENCY MEDICAL EVACUATION AND MEDICAL REPATRIATION**

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

**PART A. BENEFITS**

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

**1. For Emergency Medical Evacuation:**

If the local attending Legally Qualified Physician and the authorized travel assistance company's medical director, if any, determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available at a local Hospital, benefits are payable for the Usual and Customary Charges for the Transportation Expense incurred for transportation to the closest Hospital or medical facility capable of providing adequate treatment.

If an Insured is in the Hospital for more than seven consecutive days, the Company will pay to return by Economy Transportation, the Insured's dependent children who are under 18 years of age and accompanying an Insured on the Trip, to their home, with an attendant, if considered necessary by the travel assistance company, if any.

If an Insured is in a Hospital alone for more than 7 consecutive days, the Company will pay to transport one person, chosen by the Insured, by Economy Transportation, for a single visit to and from his or her bedside.

**2. For Medical Repatriation:**

a) If the local attending Legally Qualified Physician and the authorized travel assistance company, if any, determine that it is Medically Necessary for an Insured to return to his or her place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for an Insured's return to his or her permanent residence via:

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

Transportation must be via the most direct and economical route.

- b) If the local attending Legally Qualified Physician and the authorized travel assistance company, if any, determine that it is Medically Necessary for an Insured to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to an Insured's permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company.

For purposes of this Benefit, "Usual and Customary Charges" means charges that are, in the reasonable opinion of this company:

1. Within the range of usual charges for the same or a similar service or supply billed by most providers within the service area; or
2. justified by all the attending circumstances, including but not limited to, the time required to perform the service or procedure, the severity of the condition treated and the complexity of treatment of a particulate case.

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

#### **PART B. CONDITIONS**

If benefits are payable under this Benefit and an Insured has other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. Benefits are calculated less the value of an unused return travel ticket. An Insured shall:

1. notify the Company of any other insurance;
2. help the Company exercise the Company's rights in any

reasonable way that the Company may request, including the filing and assignment of other insurance benefits;

3. not do anything after the loss to prejudice the Company's rights; and
4. reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

#### **GENERAL LIMITATIONS AND EXCLUSIONS FOR ALL BENEFITS**

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being intoxicated, as specifically defined in the Policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician (except for **Accidental Death and Dismemberment, Accident Medical, and Sickness Medical** benefits;
10. for **Accidental Death and Dismemberment, Accident Medical, and Sickness Medical** benefits; due to alcoholism and drug addiction;
11. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
12. due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;

13. for dental treatment (except as coverage is otherwise specifically provided herein);
14. due to a Pre-existing Condition, as defined in this Policy. The Pre-existing Condition Limitation does not apply to: "**Emergency Medical Evacuation**" or the "**Medical Repatriation**" benefits;
15. for mental or nervous disorders, unless hospitalized; or
16. loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless or any other cause or event contributing concurrently or in any other sequence thereto(except for **Accidental Death and Dismemberment, Accident Medical, and Sickness Medical** benefits;.

#### **ADDITIONAL LIMITATION SPECIFIC TO TRIP CANCELLATION:**

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

#### **ADDITIONAL LIMITATIONS AND EXCLUSIONS SPECIFIC TO BAGGAGE AND PERSONAL EFFECTS**

Benefits are not payable for any loss caused by or resulting from:

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) an Insured's negligent acts or omissions: or

- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

#### **ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO BAGGAGE**

Your Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and You must:

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

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

**No Benefit to Bailee:** This insurance shall not benefit any Common Carrier or bailee.

#### **DEFINITIONS FOR ALL BENEFITS**

"Accident" means a sudden, unexpected, or unintended event that occurs while this Policy is in force and causes Injury.

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

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

"Business Partner" means an individual who

- (a) is involved in a legal general partnership with You; or
- (b) is actively involved in the day-to-day management of Your business.

"Common Carrier" means any public land, air or water conveyance operating under a valid license providing for the transportation of passengers for hire.

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

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Trip, reduced by the value of an unused return travel ticket.

"Family Member" means any of the following who resides in the United States, Canada or Mexico: You or Your Traveling Companion's legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster, step or in-law); brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew.

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

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

"Injury" or "Injuries" means accidental bodily injuries: (a) received after the Effective Date and prior to the Insured's scheduled return date; and (b) resulting in loss independently of sickness and all other causes and certified by a Legally Qualified Physician.

"Insured" means the Principal Insured and his or her Family Members, Business Partner, or Traveling Companion who are covered under the Principal Insured's Policy.

"Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where an Insured is located at the time of an incident.

"Legally Qualified Physician" means a physician or a Christian Science Practitioner (a) other than an Insured, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a physician in the place where the services are rendered.

"Maximum Benefit Amount" means the maximum amount payable for each coverage described herein and as shown in the Schedule of Benefits.

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

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

"Pre-existing Condition" means any Injury, sickness or condition (including any condition from which death ensues of You, or Your Traveling Companion, or Your and/or Your Traveling Companion's Family Member or Your Business Partner for which within the one hundred eighty (180) day period prior to the effective date of the Insured's coverage under this Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician. "Principal Insured" means the individual named on the application who has purchased a Trip and who has paid the required cost for the Policy. You and Yours refer to the Principal Insured.

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

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

"Schedule of Benefits" means the coverage confirmation provided to You following application and payment of the applicable premium.

"Sickness" means an illness or disease that is first manifested, diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while the Insured is covered under this Policy.

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

"Third Party" means a person or entity other than an Insured or the Company.

"Transportation Expense" means: (a) the cost of conveyance of an Insured and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.

"Travel Arrangements" means:

(a) transportation;

(b) accommodations; and

(c) other specified services arranged by the Travel Supplier for the Trip.

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

"Travel Supplier" means any entity or organization that coordinates or supplies Your travel services for.

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

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

## WORLDWIDE ASSISTANCE SERVICES

### On Call International

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

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

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

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

To access Emergency Assistance, call  
On Call International's operation center at:  
Toll free 888-226-9293  
Collect 603-328-1340

FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM, PLEASE CONTACT THE PLAN ADMINISTRATOR

AT:

Attn: Travel Insurance Claims on behalf of US Fire Insurance Company

P.O. Box 26222

Tampa, FL 33623

Or

E-mail: [Team1@cbpinsure.com](mailto:Team1@cbpinsure.com)

Fax: 800-560-6340

Customer Service: 866-224-4594

Underwritten by:

United States Fire Insurance Company

Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724