

## **AIRLINE TICKET PROTECTOR**

**Note:** For residents of AR, CT, DC, ID, IL, ME, MO, NE, OH, SC, SD, TN, VT and WY please refer to the end of the document for Your state specific endorsement.

### **Worldwide Assistance Services**

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical or Legal Referral
- Inoculation Information • Hospital Admission Guarantee
- Translation Service • Lost Baggage Retrieval
- Passport/Visa Information • Emergency Cash Advance
- Bail Bond • Prescription Drug/Eyeglass Replacement
- ID Theft Resolution Service

Payment reimbursement to the Assistance Company is Your responsibility.

### **24/7 Worldwide Assistance Services Travel Assistance, Medical Emergency and ID Theft Resolution Service**

**800-494-9907**

**OR CALL COLLECT:**

**603-328-1707**

**(From all other locations)**

Travel assistance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

## **AVAILABILITY OF SERVICES**

You are eligible for information and concierge services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Covered Trip. The Identity Theft Resolution Services become available on Your scheduled departure date for Your Covered Trip. Services are provided only for an Identity Theft event which occurs while on Your Covered Trip. Identity Theft Resolution does not guarantee that its intervention on behalf of You will result in a particular outcome or that its efforts on behalf of You will lead to a result satisfactory to You. Identity Theft Resolution does not include and shall not assist You for thefts involving non-US bank accounts.

### **IDENTITY THEFT RESOLUTION SERVICES**

In the event of an Identify Theft event while on Your Covered Trip, Travel Insured's designated provider will provide you with the support and tools needed for You to restore Your identity to pre-event status. Assistance includes contacting Your creditors to notify them of the event and to request replacement cards; connecting you with a friend or family member at home and providing them with the assistance to set up a transfer or wire of funds; information on how to contact the three major credit bureaus; guidance on how to obtain a police report; and providing You with a guide on how to restore Your credit.

## **Claims Procedures**

**To facilitate prompt claims settlement:**

### **TRIP CANCELLATION/TRIP INTERRUPTION:**

IMMEDIATELY Call Your Travel Supplier and Travel Insured International to report Your cancellation and avoid non-Covered Expenses due to late reporting. Travel Insured International will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking Your Covered Trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation in the Covered Trip. Provide all unused transportation tickets, official receipts, etc.

**TRAVEL DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc). Submit this Documentation along with Your Covered Trip itinerary and all receipts from additional expenses incurred.

**BAGGAGE:** Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

Administered by

**TRAVEL INSURED** Intl.

**Quality Protection Worldwide**

For questions or to report a claim, contact:

Travel Insured International, Inc.

P.O. Box 6503

Glastonbury, CT 06033

800-243-3174

T-17020 5.29.2014

**United States Fire Insurance Company**

Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724  
(Hereinafter referred to as "the Company")

**INDIVIDUAL TRAVEL POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the accompanying Confirmation of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Confirmation of Benefits is incorrect.

**FOURTEEN DAY LOOK:** If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

**Renewal:** Coverage under this Policy is not renewable.

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

Marc J. Adee  
Chairman and CEO

James Krause  
Secretary

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**LIMITED BENEFIT COVERAGE**

**SCHEDULE OF BENEFITS**

<b>Listing of Benefits</b>	<b>Maximum Limit</b>
Trip Cancellation <i>(Not applicable when \$0 Trip Cost displayed on Your Confirmation of Benefits)</i>	Trip Cost*
Trip Interruption <i>(Not applicable when \$0 Trip Cost displayed on Your Confirmation of Benefits)</i>	150% Trip Cost*
Travel Delay (6 hours)	\$500 (\$150/day)
Missed Connection (3 hours)	\$500
Baggage/Personal Effects Per Article Limit Combined Articles Limit	\$500 (\$50 deductible) \$250 \$500
Baggage Delay (24 hours)	\$500
<i>*Up to the lesser of the Trip Cost paid or the limit of Coverage on Your Confirmation of Benefits</i>	
<b>Optional Coverage</b>	
<i>Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.</i>	
Air Flight Only Accidental Death & Dismemberment	Up to Limit Purchased
Rental Car Damage	\$50,000

**SECTION I. EFFECTIVE DATE AND TERMINATION DATE**

**When Coverage For Your Trip Begins –**

**Coverage Effective Date:**

**Trip Cancellation:** Coverage begins at 12:01 a.m. on the day after the date the appropriate premium for this Policy for Your Trip is received by the Company or its authorized representative prior to the scheduled departure time on the Scheduled Departure Date of Your Trip. This is Your "Effective Date" and time for Trip Cancellation.

**Travel Delay:** Coverage is in force while en route to and from the Covered Trip.

**All Other Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages, except Trip Cancellation and Travel Delay.

**When Coverage For Your Trip Ends –**

**Coverage Termination Date:**

**Trip Cancellation:** Your coverage automatically ends on the earlier of: the date and time You depart on Your Trip; or the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Policy.

**Extension of Coverage:** All coverages under this Policy will be extended if Your entire Trip is covered by this Policy 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 7 days after the Scheduled Return Date.

## SECTION II. COVERAGES

### COVERAGE A TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to reimburse You for the amount of the Published Penalties and unused non-refundable Prepaid Payments You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member's death, which occurs before departure on Your Trip;
2. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member's covered Sickness or Injury, which: a) occurs before departure on Your Trip, b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) and prevents Your participation in the Trip;
3. For the **Other Covered Reasons** refer to Trip Interruption;

provided such circumstances occur while coverage is in effect.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments that result from all other delays of reporting beyond 72 hours are not covered.

If Your Travel Supplier cancels Your Trip, a benefit will be paid for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of Your Trip including the airfare cost.

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

### 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's or Family Member's Trip is canceled for a covered reason and You do not cancel Your Trip. These benefits will not duplicate any other benefits payable under the Policy or any coverage(s) attached to the Policy.

### COVERAGE B TRIP INTERRUPTION

Benefits will be paid, up to the lesser of a) the Maximum Benefit Amount shown in the Confirmation of Benefits; or b) 150% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments for unused non-refundable Travel Arrangements plus the Additional Transportation Cost paid:

- a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination. (Airfare limited to the cost of one-way airfare using the same class of fare as the original travel ticket); or
- b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible. (Airfare limited to the cost of one-way airfare using the same class of fare as the original travel ticket)

Trip Interruption must be due to:

1. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member's death, which occurs while You are on Your Trip;
2. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) prevents Your continued participation on Your Trip;
3. For the **Other Covered reasons** listed below;

provided such circumstances occur while coverage is in effect.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 150% of the Maximum Benefit Amount shown in the Confirmation of Benefits.

### 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's or Family Member's Trip is interrupted for a Covered reason and You do not interrupt Your Trip.

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

**"Other Covered Reasons"** means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip by fire, flood, burglary or other Natural Disaster. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;

- d. unannounced Strike that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You are scheduled to travel;
- e. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You are scheduled to travel;
- f. You or Your Traveling Companion or Your Family Member is in the military and called to emergency duty for a national disaster other than war;
- g. involuntary employer termination or layoff of You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year;
- h. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip;
- i. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- j. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- k. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator, travel agency, organization or firm from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 14 days of the date Your initial deposit/payment for Your Trip is received;
- l. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;

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

### **COVERAGE C TRAVEL DELAY**

Benefits will be paid up to \$150 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal, telephone call and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You are delayed for 6 hours or more while en route to or from, or during Your 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 You or Your Traveling Companion is not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- e) a documented weather condition preventing You from getting to the point of departure.

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

### **COVERAGE D MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) documented weather condition preventing You from getting to the point of departure;
- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for:

- a) Your Additional Transportation Cost to join Your Trip; and
- b) Your Prepaid expenses for the unused land or water Travel Arrangements; and

- c) reasonable accommodation, telephone and meal expenses up to \$200 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

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

### **COVERAGE E BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Policy; and (c) occurring while coverage is in effect. For the purposes of this benefit: "Baggage and Personal Effects" means goods being used by You during Your Trip, including Personal Diving Equipment.

**Valuation and Payment of Loss:** The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a like kind and quality; or
- 3) \$250 per article.

A combined maximum of \$500 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of \$100 will be paid for the cost of replacing a passport or visa.

A maximum of \$100 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

**Baggage and Personal Effects does not include:**

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors;
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collectors items;
- 10) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 15) professional or occupational equipment or property, whether or not electronic business equipment; or
- 16) sporting equipment if the loss results from the use thereof; or

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

We will reimburse You, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Confirmation of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 24 hours or more during Your Trip.

**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 [or unattended vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions; or
- 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.

**Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:**

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

**Additional Claims Provisions Specific to Baggage**

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 Your property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items; and
- e) allow the company to examine baggage or personal effects, if requested.

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

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**OPTIONAL COVERAGE**

**COVERAGE F**

**OPTIONAL AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT**

Applicable only when specifically requested on the original application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits

We will pay the percentage of the Principal Sum shown in the Table of Losses when You sustain an Injury:

- (a) while riding solely as a passenger in an aircraft on regularly scheduled airline flight or regularly scheduled charter flight operated:
  - (i) in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board;
  - (ii) by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates; or
  - (iii) by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline; or
- (b) while riding as a passenger in any land or water conveyance provided at the expense of the Air Carrier as a substitute for an aircraft covered by this Policy; .
- (c) while riding as a passenger in a vehicle licensed to carry passengers for hire, but only when going to an airport to board an aircraft on which You are covered by this Policy or when leaving an airport after alighting from such an aircraft; or
- (d) while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which You are covered by this Policy;

that results in a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown on the Confirmation of Benefits.

Benefits will be paid as follows:

<b>Table of Losses</b>	
<b>Type of Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50% of Principal Sum
Loss of thumb and index finger of the same hand	25% of Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing Both Ears	50% of the Principal Sum

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

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

**Loss of Speech** means the loss of the ability to talk or speak as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of speech is permanent with no reasonable expectation of recovery.

**Loss of Hearing** means the total and complete loss of the ability to hear any sound as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of hearing is permanent with no reasonable expectation of recovery.

Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one Accident. The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same Accident.

The Principal Sum is shown in the Confirmation of Benefits.

#### **EXPOSURE AND DISAPPEARANCE**

We will pay benefits for covered losses that result from Your being unavoidably exposed to the elements because of a Covered Accident occurring during Your Trip. The loss must occur within 365 days after the event that caused the exposure.

If, while insured under this Coverage, You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, and if Your 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 You suffered loss of life as a result of those Injuries.

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

#### **COVERAGE G RENTAL CAR DAMAGE**

Applicable only when specifically requested on the original application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

You are eligible for benefits up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You rent a car while on Your Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control while in Your possession, or the car is stolen while in Your possession and is not recovered.

#### **We will pay the lesser of:**

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b. the Actual Cash Value of the car; or
- c. the amount shown in the Confirmation of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

#### **Coverage is not provided for loss due to:**

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. any loss which occurs if You or anyone traveling with You are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**“Exotic Vehicles”** means Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls-Royce, Rover, Stutz, Sterling, Triumph, and TVR, or any antique or any car with a Manufacturers Suggested retail Price (MSRP) over \$50,000.

#### **ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO RENTAL CAR DAMAGE**

The following outlines Your duties in the event of any damage to the vehicle. You must:

- a) Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;

- b) Report the loss to the appropriate local authorities and the rental company as soon as possible;
- c) Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver's license number;
- d) Provide Us all documentation such as rental agreement, police report and damage estimate.

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

### SECTION III. DEFINITIONS

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

**"Actual Cash Value"** means current replacement cost for items of like kind and quality.

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

**"Air Carrier"** means any air conveyance operating under a valid license for the transportation of passengers for hire.

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

**"Bankruptcy or Default"** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

**"Business Partner"** means an individual who (a) is involved in a legal general partnership with You and (b) is actively involved in the day to day management of Your business.

**"Common Carrier"** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**"Complications of Pregnancy"** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or

are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

**"Confirmation of Benefits"** means a written confirmation specifying the coverages and amounts purchased and which is delivered following purchase.

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

**"Domestic Partner"** means an opposite or same sex partner who, for at least 10 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

**"Economy Transportation"** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

**"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.

**"Family Member"** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter

(adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.

**"Home"** means Your primary place of residence.

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

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

**"Injury" or "Injuries"** means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**"Insured"** means a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.

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

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

**"Maximum Benefit Amount"** means the maximum amount payable for coverage provided to You as shown in the Confirmation of Benefits.

**"Medically Necessary"** means a service which is appropriate and consistent with the treatment of the condition

in accordance with accepted standards of community practice.

**“Medical Treatment”** means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted reasonable person to seek diagnosis, care or treatment.

**“Natural Disaster”** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 180 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or a Family Member : 1)received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this Policy.

**“Published Penalties”** means any published cancellation penalties levied by Your travel agency or travel supplier that apply to all clients of the travel agency or travel supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on Your Trip.

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

**“Sickness”** means an illness or disease of the body which: 1)requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect.

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any other government.

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

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

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

**“Traveling Companion”** means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You.

**“Trip”** means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip.

**“Us”, “We”, “Our”** means United States Fire Insurance Company.

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

#### **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** **Benefits are not payable for any loss due to, arising or resulting from:**

1. suicide, attempted suicide or any intentionally self-inflicted injury of You , a Traveling Companion, Family Member or Business Partner booked to travel with You , while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or

summer training for the reserve forces of the United States, including the National Guard;

4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in bodily contact sports, skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, spelunking or caving, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Confirmation of Benefits;
14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
15. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
16. a loss or damage caused by detention, confiscation or destruction by customs;
17. Elective Treatment and Procedures;
18. Complications from Elective Treatment and Procedures otherwise not payable under this Policy;
19. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;



20. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You ;
21. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy, except Optional Air Flight Only Accidental Death and Dismemberment and Optional Rental Car Damage, shall be in excess of all other valid and collectible Insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

#### **SECTION V. PAYMENT OF CLAIMS**

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

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

**Claim Procedures: 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.

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

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

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment. All or a portion of all benefits provided by the Policy 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) an Insured's estate, We may pay any amount due under the Policy to Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

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

#### **SECTION VI. GENERAL PROVISIONS**

**Entire Contract: Changes:** This Policy, Confirmation of Benefits and any attachments are the entire contract of insurance. 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 this Policy or its attachments.

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with the Company/administrator.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Company/administrator with a written request for change. When the request is received, whether is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

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

**Physician Examination and Autopsy:** The Company, at the expense of the Company, may have You 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:** All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

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

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

**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 Policy for Your Trip.

**Payment of Premium:** Coverage is not effective unless all premium has been paid to the Company/administrator prior to a date of loss or insured occurrence.

**Termination of This Policy:** Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

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

**Controlling Law:** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.

### STATE ENDORSEMENTS

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

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

### ARKANSAS

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

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

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

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

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

### CONNECTICUT

The Policy is hereby amended for **Connecticut** as follows:

1. The following Exclusion in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

No indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;

2. Exclusion in **SECTION IV GENERAL EXCLUSIONS** referencing chemical, biological, radiological or similar agents is deleted in its entirety and will not appear.

3. The **Excess Insurance** provision in **SECTION IV GENERAL EXCLUSIONS** is deleted and will not appear.

4. The **Subrogation** provision in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right as permitted by law. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss, as permitted by law.]

### IDAHO

The Policy is hereby amended for **Idaho** as follows:

The following is added at the bottom of **SECTION VI**

#### **GENERAL PROVISIONS:**

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

Idaho Department of Insurance

Consumer Affairs

700 W. State Street, 3rd Floor

PO Box 83720

Boise, ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

### ILLINOIS

The Policy is hereby amended for **Illinois** as follows:

A. Item b.(i) under "**Other Covered Reasons**" in both **COVERAGE A TRIP CANCELLATION** and **COVERAGE B TRIP INTERRUPTION** appearing in **SECTION II. COVERAGES** is deleted and replaced as follows:

(i) the building structure itself is unstable and there is a risk of collapse;

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

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

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

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

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

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

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

E. The following Exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted in their entirety and will not appear:

4. Races;

5. Mountaineering;

6. Organized sports;

7. Sporting activities;

8. Piloting;

F. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV GENERAL EXCLUSIONS and LIMITATIONS** is deleted and replaced as follows:

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

G. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

H. The 1<sup>st</sup> sentence in the last paragraph of the **Payment of Claims: To Whom Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay up to an amount not exceeding \$1,000 to Your beneficiary or any relative whom We find entitled to the payment.

## MAINE

The Policy is hereby amended for **Maine** as follows:

1. All references to "**Medically Necessary**", which appear in the definition of "**Transportation Expense**" appearing in **SECTION III DEFINITIONS**, and the definition of "**Medically Necessary**" appearing in **SECTION III DEFINITIONS**, are hereby deleted and will not appear.

2. The bottom three Types of Losses in **COVERAGE F AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT** in **SECTION II COVERAGES** are deleted and replaced as follows:

Loss of thumb and index finger of the same hand

100 % of Principal Sum

Loss of Speech

100% of Principal Sum

Loss of Hearing Both Ears

100% of Principal Sum

4. The definition of **Actual Cash Value** in **SECTION III DEFINITIONS** is deleted and replaced as follows:

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

5. The **Concealment and Misrepresentation** provision in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulent or materially misrepresented. Notice of prospective cancellation of the entire coverage will be delivered to the Insured at the Insured's last known address, and cancellation shall become effective 10 days after receipt by the Insured.

## MISSOURI

The Policy is hereby amended for **Missouri** as follows:

1. The following is added to the end of Exclusion 1. in **SECTION IV GENERAL EXCLUSIONS and LIMITATIONS:** and if death as a result of suicide occurs within one year from the date of the issue of an Annual Policy, We shall promptly refund all unearned premium paid for the coverage;

2. The **CLAIM PROCEDURES: NOTICE OF CLAIM:** provision appearing in **SECTION V PAYMENT OF CLAIMS** is amended to include the following sentence at the end:

However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

3. The last sentence in the **Legal Actions** provision appearing in **SECTION VI General Provisions** is deleted and replaced as follows:

No legal action for a claim may be brought against Us after ten (10) years from the time written Proof of Loss is required to be furnished.

4. The **Concealment and Misrepresentation** provision in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

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

fraudulent or materially misrepresented. Notice of cancellation of the entire coverage for fraud or material misrepresentation will be delivered to You 30 days prior to the effective date of cancellation.

## NEBRASKA

The Policy is hereby amended for **Nebraska** as follows:

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

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

B. In Exclusion 4. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to "races" is changed to "organized races".

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

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

D. The **Payment of Claims: When Paid:** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

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

## OHIO

The Policy is hereby amended for **Ohio** as follows:

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

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

B. The Excess Insurance provision appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and will not appear.

#### **SOUTH CAROLINA**

The Policy is hereby amended for **South Carolina** as follows:

1. The **Payment of Claims: To Whom Paid:** provision in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

2. The **Physical Examination and Autopsy and Legal Actions** provisions in **SECTION VI GENERAL PROVISIONS** are deleted and replaced as follows:

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

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

#### **SOUTH DAKOTA**

The Policy is hereby amended for **South Dakota** as follows:

1. The following Exclusion 9. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted in its entirety:

9. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician;

2. Exclusion 15. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

15. any amount paid under any Worker's Compensation, Disability Benefit or similar law;

3. The last sentence of the **Legal Actions** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

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

#### **TENNESSEE**

The Policy is hereby amended for **Tennessee** as follows:

1. The last sentence in the first paragraph of the definition of "**Complications of Pregnancy**" appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

Complications of Pregnancy also includes pre-eclampsia, nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

You are entitled to reimbursement of reasonable attorney fees You have incurred when the Company applies rights of recovery under this Subrogation provision.

3. The **Misstatement of Age** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

**Misstatement of Age:** If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

#### **VERMONT**

The Policy is hereby amended for **Vermont** as follows:

A. The references to "Usual and Customary" appearing in **SECTION III DEFINITIONS** are revised as follows:

"**Usual and Customary**" will now appear as "**Reasonable and Necessary**";

C. The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted and/or deleted and replaced or amended as follows:

4. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;

5. deleted in its entirety (relating to mountaineering);

7. participating in bodily contact sports, parachuting except parasailing, extreme skiing, skiing outside marked trails or heli-skiing, spelunking or caving;

20. deleted in its entirety (relating to mental or nervous condition);

21. deleted in its entirety (relating to device, weapon, material employing chemical, biological, radiological);

D. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

**Payment of Claims: When Paid:** We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.

E. The last sentence in the **Physician Examination and Autopsy** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

The Company may have an autopsy done (at the expense of the Company) unless the law or Your religion forbids it.

F. The following is added as the last sentence in the **Legal Actions** provision appearing in **SECTION VI GENERAL PROVISIONS**:

However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.

G. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions at the end of that section:

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

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

## WYOMING

The Policy is hereby amended for **Wyoming** as follows:

1. In the definition of **Pre-Existing Condition** appearing in **SECTION III DEFINITIONS**, Item 1) is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

2. In the **Pre-Existing Condition Exclusion** provision appearing in **SECTION IV GENERAL EXCLUSIONS**, Item 1) is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

When used throughout this document "Company", "Our", "We", or "Us" means:

**United States Fire Insurance Company**

## GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

## DEFINITIONS

A "**Grievance**" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An "**Adverse Determination**" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care,

continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

## INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

## FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

## First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an

explanation of the scientific or clinical rationale used to make the determination.

- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

### **Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
  - attend the Second Level Review
  - present his/her case to the review panel;
  - submit supporting materials before and at the review meeting;
  - ask questions of any member of the review panel;
  - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
  - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the

opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

### **Grievance**

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;

- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

### **EXPEDITED REVIEW**

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2

working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

When used throughout this document “The Company”, “Our”, “We”, or “Us” means:

**United States Fire Insurance Company**

**PRIVACY POLICY AND PRACTICES**

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 about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. 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. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes 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 personnel, 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?**

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?**

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

**How to contact Us**

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator  
Fairmont Specialty  
5 Christopher Way, 3<sup>rd</sup> Floor  
Eatontown, New Jersey 07724