

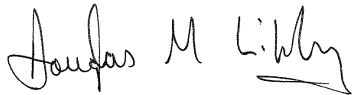
**United States Fire Insurance Company**  
 Administrative Office: 5 Christopher Way  
 • Eatontown, NJ 07724  
 (Hereinafter referred to as "the Company")

**TRAVEL PROTECTION INSURANCE POLICY**  
 Limited Benefit Short-Term Single Premium Policy

United States Fire Insurance Company herein referred to as the Company, will pay You the insurance benefits described in this Policy. This Policy and attached Riders, if any, are issued in consideration of the statements in the enrollment form and the payment of the initial premium. This Policy is a legal contract between You and the Company.

This Policy describes all of the travel insurance benefits underwritten by the Company. Please refer to the accompanying Confirmation of Benefits for specific information about the program You purchased. You should contact the Company immediately if You believe that the Confirmation of Benefits is incorrect.

Signed for the Company



Douglas M. Libby  
 Chairman and CEO

**Policy Term:** This Policy is a short-term trip Policy and is issued for the specific term shown on the attached Confirmation of Benefits. This Policy is not renewable.

**For all other coverages, except Trip Cancellation and Trip Delay:** Coverage begins at the point and time of departure on the Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.

In the event the Scheduled Departure Date and/or the Schedule Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel

Supplier nor You have control Your term of coverage shall be automatically adjusted accordance with the Travel Supplier's notice to the Company of the delay or change.

If You are not completely satisfied with the insurance, You must notify the Company within 10 days of purchase and return the certificate. The Company will give You a full refund of premium provided You have not already departed on the Covered Trip or filed a claim.

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**SECTION I. COVERAGES – TRIP HEALTH BENEFITS**

**COVERAGE A  
 24-HOUR ACCIDENTAL DEATH AND  
 DISMEMBERMENT**

An Insured is eligible for benefits 24 hours a day, up to the Maximum Benefit Amount shown when You sustain an Injury during the Covered Trip which results in a Loss noted below that occurs in the 180 day period following the date of the Injury causing the Loss.

Benefits will be paid as follows:

Type of Loss	Benefit Amount
Loss of life	Principle Sum
Loss of both feet	Principle Sum
Loss of both hands	Principle Sum
Loss of both eyes	Principle Sum
Loss of one hand and one foot	Principle Sum
Loss of one hand and one eye	Principle Sum
Loss of one foot and one eye	Principle Sum
Loss of one hand	Half of the Principle Sum
Loss of one foot	Half of the Principle Sum
Loss of one eye	Half of the Principle 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. 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.

**COVERAGE B  
 ACCIDENT MEDICAL EXPENSE**

For purposes of this benefit:

"Covered 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 is limited to:

1. the services of a Legally Qualified Physician;
2. 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 Your Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury, which occurs during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

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 Your admission to a Hospital, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

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

**COVERAGE C  
SICKNESS MEDICAL EXPENSE**

This Coverage C is subject to all policy provisions of this Coverage C.

For purposes of this benefit:

"Covered 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 is limited to:

1. the services of a Legally Qualified Physician;
2. 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 Your Covered Trip, if recommended as a substitute for a hospital room for recovery of a Sickness;
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and
4. prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of Sickness which first manifests itself during the Covered Trip.

Benefits will include expenses for emergency dental treatment not to exceed \$750.00.

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

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

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

**COVERAGE D  
RETURN OF REMAINS**

This Coverage D is subject to all policy provisions of this Coverage D.

In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your place of residence or to the place of burial.

If benefits are payable under this Coverage D and You have other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. Your representative or Family Member shall:

- a) notify the Company of any other insurance;
- b) 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;
- c) not do anything after the loss to prejudice the Company's rights; and
- d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

**COVERAGES – TRIP CANCELLATION, INTERRUPTION AND DELAY**

**COVERAGE E  
TRIP CANCELLATION**

Coverage begins on the effective date and time specified in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date. Benefits will be paid up to the Maximum Benefit Amount purchased to cover You for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking Your Covered Trip due to:

- a) Your death or the death of Your Traveling Companion or Business Partner, or Your Family Member or a Family Member of Your Traveling Companion;

- b) a covered Sickness or Injury involving You, Traveling Companion or Business Partner, or Family Member of You or Traveling Companion which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Covered Trip;
- c) You or Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the effective date) served with a court order to appear as a witness in a legal action in which You or Traveling Companion is not a party (except law enforcement officers);
- d) You or Your Traveling Companion's principal place of residence being rendered uninhabitable by unforeseen circumstances or burglary of primary residence within 10 days of departure;
- e) You or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
- f) You or a Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
- g) Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
- h) Strike that causes complete cessation of Your Covered Trip services for at least 48 consecutive hours;
- i) Felonious Assault of You or Traveling Companion within 10 days of the Scheduled Departure Date;
- j) Bankruptcy or Default of an airline or cruise line, or tour operator (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's 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 the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;

- k) Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
- l) A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;
- m) Pre-Existing Conditions, as defined in the Definitions section are waived if this plan is purchased within 21 days from the time the initial Covered Trip deposit is paid.

Provided such circumstances occurred after Your effective date.

#### 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 Your Covered Trip delayed, canceled or interrupted for a covered reason and You do not cancel.

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. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

If Your Travel Supplier cancels Your Covered Trip, You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

#### COVERAGE F TRIP INTERRUPTION

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 Transportation Cost paid to return home or rejoin the Covered Trip, when an Insured is prevented from completing Your Covered Trip due to:

- a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or You or Your Traveling Companion's Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing Your continued participation in the Trip;
- b) Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
- c) an Insured's or Traveling Companion's principal place of residence being rendered uninhabitable by unforeseen circumstances or burglary of primary residence during Your Covered Trip;
- d) Felonious Assault of You or a Traveling Companion within 10 days of departure or during the Trip;
- e) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which You or Traveling Companion is not a party (except law enforcement officers);
- f) You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
- g) Traffic accident, substantiated by a police report, directly involving either You or Traveling Companion while en route to a scheduled point of departure;

- h) Strike that causes complete cessation of Your Covered Trip services for at least 48 consecutive hours;
- i) Felonious Assault of You or Traveling Companion during the Covered Trip;
- j) Bankruptcy or Default of an airline or cruise line, or tour operator (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's 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 the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;
- k) Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
- l) A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;
- m) Pre-Existing Conditions, as defined in the Definitions section are waived if this plan is purchased within 21 days from the time the initial Covered Trip deposit is paid.

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. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

If a Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with the traveling companion up to \$150 per day and limited to 10 days.

The loss must occur after Your effective date and during Your Covered Trip.

If Your Travel Supplier cancels Your Covered Trip, You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the air.

The combined maximum payable under this benefit is the lesser of: a) total cost of Your Covered Trip; or b) the total amount of coverage You purchased.

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

#### **COVERAGE G TRIP DELAY**

Coverage is in force while en route to and from the Covered Trip. If You are delayed for 3 hours or more hours while in route to or from a Covered 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 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 police report); or
- d) quarantine, hijacking, strike, natural disaster, or voluntarily participating in a 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 You were delayed to a destination where You can join the Covered Trip;

- b) the Additional Transportation Cost to return You to Your originally scheduled return destination;
- c) reasonable accommodation and meal expenses up to \$150 per day necessarily incurred by You for which he or she has proof of purchase and which were not paid for or provided by any other source; and
- d) the non-refundable, unused portion of the prepaid expenses for the Covered Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source.

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

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

#### **COVERAGE H EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION**

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of a Covered 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 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 in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are in the Hospital for more than seven consecutive days following a covered Emergency Medical Evacuation, the Company will pay to return by Economy Transportation, Your dependent children who are under 18 years of age and accompanying You on the Covered Trip, to their home, with an

attendant, if considered necessary by the travel assistance company.

If You are in a Hospital alone for more than 7 consecutive days and Emergency Evacuation is imminent, upon request of the Insured or next of kin if Insured is incapacitated, the Company will pay to transport one person, chosen by the Insured, by Economy Transportation, for a single visit to and from Your bedside.

#### **2. For Medical Repatriation:**

- a) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your 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 Your return to Your permanent residence via:
  - i) one-way Economy Transportation; or
  - ii) commercial upgrade, based on Your 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 determine that it is Medically Necessary for You to return to Your 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 Your 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.

If benefits are payable under this Coverage H and You have other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. You shall:

- a) notify the Company of any other insurance;
- b) 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;
- c) not do anything after the loss to prejudice the Company's rights; and
- d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

#### **COVERAGES – BAGGAGE COVERAGE I**

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

For purposes of this benefit:

"Baggage and Personal Effects" means goods being used by You during a Covered 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 (except as coverage is otherwise specifically provided herein), securities,

stamps, tickets and documents (except as coverage is otherwise specifically provided herein);

- n) professional or occupational equipment or property, whether or not electronic business equipment; or
- o) telephones, computer hardware or software;

For Baggage and Personal Effects: Coverage will be provided to You: (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.

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) \$300 per article.

A combined maximum of \$1,000 will be paid 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. A maximum of \$50 will be paid for the cost of replacing a passport or visa.

A maximum of \$50 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

For Baggage Delay: If, while on a Covered 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 at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, 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.

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 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) Your negligent acts or omissions; or
- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

#### **Additional Claims Provisions Specific to Baggage**

Insured's 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 Insured 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) 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.

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

#### **COVERAGE J MISSED CONNECTION**

This Coverage J is subject to all policy provisions of this Coverage J.

## BENEFITS

If You miss Your cruise or tour departure because Your airline flight 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, voluntary participation in a riot;

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

- a) the Additional Transportation Cost to join the Covered Trip;
- b) reasonable accommodation and meal expenses up to \$150 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.

## SECTION II. DEFINITIONS

"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 and or (b) is actively involved in the day to day management of Your business.

"Common Carrier" means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

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

"Covered 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.

"Default" means the inability to provide contracted services due to a material financial failure."

"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 the Covered Trip, reduced by the value of an unused return travel ticket."

"Family Member" means 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 while insured under the Policy and any attached coverages: (b) resulting in loss independently of sickness and all other causes: and (c) not excluded from coverage.

"Insured" means the individual named on the enrollment form who has purchased a Covered Trip and who has paid the required premium. Insured mean You and Yours.

"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 or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member: (b) practicing within the scope of Your 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 an Insured as shown in the Confirmation 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 Your 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 sixty (60) day period prior to Your effective date 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."

"Published Penalties" means any published cancellation penalties issued 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 the Covered Trip sale. You must be in the Travel Supplier's penalty period. The maximum amount reimbursable under the travel agency's Published Penalties is 10% of the Covered Trip cost (excluding taxes and other non-commissionable items) or 10% of the amount You have paid, whichever is less. Maximum payable under any one claim is the Covered Trip cost, excluding taxes and other non-commissionable items."

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

"Sickness" means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while You are covered under the 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.

“Terrorist Incident” means an incident deemed a terrorist act by the United States Government that causes property damage and loss of life.”

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

“Transportation Expense” means: (a) the cost of conveyance of You 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 covered trip.

“Traveling Companion” means a person or persons with whom You have coordinated Travel Arrangements and intends to travel with during the Covered Trip.

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

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

**OPTIONAL PURCHASE - ACCIDENTAL DEATH AND DISMEMBERMENT - FLIGHT ONLY**

This Coverage Benefit is provided only if shown as covered on the confirmation of Benefits.

When You sustain covered Injuries:

- (a) while riding solely as a passenger in an aircraft on a regularly scheduled airline flight or regularly scheduled charter 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.
- (b) received while riding as a passenger in any aircraft, other than a single-engine jet, which at the time is making a flight for the principal purpose of transporting passengers and not for any other operational, tactical or test purpose and which is operated by:
  - (I) the Military Airlift Command of the United States;
  - (ii) the Royal Canadian Air Force Air Transport Command; or
  - (iii) the Royal Air Force Air Transport Command of Great Britain.
- (c) received 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 the Policy.
- (d) received while riding as a passenger in a vehicle licensed to carry passengers for hire, but only;
  - (i) when going to an airport to board an aircraft on which You are covered by the Policy; or
  - (ii) when leaving an airport after alighting from such an aircraft.
- (e) received while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which You are covered by the Policy.

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	One-Half Principal Sum

Foot or One Eye	
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**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.

The Principal Sum is shown in the Confirmation of Benefits.

Flight Only Accidental Death and Dismemberment also includes an Accident Medical Expense Benefit that provides the Insured a maximum of \$50 of Accident Medical Expense Benefit Limit for each \$1,000 of Your chosen Flight Only Accidental Death and Dismemberment Benefit amount. Covered Accident Medical Expenses incurred due to Injury only are paid up to the maximum Accident Medical Expense Benefit Limit, for the following eligible expenses: treatment by a licensed physician or surgeon; care or service from a legally constituted hospital; services and supplies provided by an ambulatory medical-surgical facility; home health care from a licensed home health agency, but only if continued hospital care would have otherwise been required; attendance of a registered graduate nurse; X-ray examination; or, use of an ambulance.

You must receive initial medical treatment within 100 days of the date of accident. Eligible Medical Expenses must be incurred within 52 weeks of the date of accident. This insurance does not cover injuries received while making a parachute jump (unless to save a life).

To receive benefits, loss must be independent of sickness and all other causes.

**COVERAGE  
OPTIONAL PURCHASE - COLLISION DAMAGE WAIVER**

The Insured is eligible for benefits up to the Maximum Benefit Amount per reservation if the Insured rents a car

while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in the Insured's control while in the Insured's possession, or the car is stolen while in the Insured's possession and is not recovered. The Company will pay the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car, meaning purchase price less depreciation; or
- (c) The amount shown on the Schedule.

Coverage is provided to the Insured, provided the Insured and Traveling Companions are licensed drivers, and are listed on the rental agreement.

Coverage is provided to the Insured for up to ninety (90) consecutive days.

#### DEFINITIONS

"Exotic Vehicles" includes 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. The Insured must call the Company's authorized administrator before renting to obtain confirmation that the vehicle is covered.

#### WHAT IS NOT PAYABLE UNDER COLLISION DAMAGE WAIVER

Unless otherwise stated, benefits are not payable for:

- 1. Any obligation of the Insured, a Traveling Companion or Family Member traveling with the Insured assumed under any agreement (except insurance collision deductible);
- 2. Rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;

- 3. Any loss which occurs if the Insured or anyone traveling with the Insured 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;

#### ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO COLLISION DAMAGE WAIVER

The following outlines the Insured's Duties in the event of any damage to the vehicle. The Insured 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 the Company all documentation such as rental agreement, police report and damage estimate.

#### OPTIONAL PURCHASE – CANCEL FOR ANY REASON

If You cancel Your Trip for any reason not otherwise covered by this policy, We will reimburse You for 75% of the prepaid, forfeited, non-refundable payments or deposits paid for Your Trip provided:

- 1. Your premium payment is received within 15 days of the initial deposit/payment for Your Trip; and
- 2. You insure 100% of all prepaid Trip costs that are subject to cancellation penalties or restrictions by the Travel Supplier; and
- 3. You cancel Your Trip two (2) days or more before Your Scheduled Trip Departure Date.

#### SECTION III. GENERAL LIMITATIONS AND EXCLUSIONS

##### EXCESS INSURANCE LIMITATION

The insurance provided by this Policy 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.

Benefits are not payable for Sickness, Injuries or losses of You or Your Traveling Companion:

- 1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
- 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;
- 10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 11. due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
- 12. for dental treatment (except as coverage is otherwise specifically provided herein);
- 13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits; or;
- 14. due to a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b)

to coverage purchased within 21 Days from the time the initial Covered Trip deposit is paid;

15. due to a mental or nervous condition, unless hospitalized.

#### SECTION IV. GENERAL PROVISIONS

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

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

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

**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:** The Company or its designated representative will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims:** Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You; and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) the Principal Insured's spouse;
- b) the Principal Insured's 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) the Principal Insured's estate.

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

Other than for loss of life, if any benefit is payable to: (a) You or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release; or (b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

**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:** No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 3 years after the time required for giving proof of loss. This 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 concealed or misrepresented.

**Other Insurance with the Company:** You may be covered under only one travel policy with the Company for

each Covered 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.

**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. 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, 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.

**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 Covered Trip.