# **United States Fire Insurance Company**

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

### INDIVIDUAL TRAVEL PROTECTION INSURANCE 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 Schedule of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

**Renewal**: Coverage under this Policy is not renewable. If coverage is needed for an additional Trip, a new enrollment form must be completed and correct premium submitted to Us. A new Deductible, Coinsurance, Pre-Existing Condition Exclusion will apply for each additional Trip.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO James Kraus Secretary

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# SCHEDULE OF BENEFITS

Benefit Per Trip	Maximum Benefit Amount/Principal
Accidental Death	\$25,000
Accident & Sickness Medical E	expenseUp to a maximum of \$50,000
Deductible	\$0
Emergency Medical Evacuation	nUp to a maximum of \$35,000

### SECTION I. FEFECTIVE DATE AND TERMINATION DATE

# When Coverage For Your Trip Begins – Coverage Effective Date:

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:

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 around-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Policy. Termination of this Policy will not affect a claim for loss that occurs after premium has been paid.

### SECTION II. COVERAGES

# COVERAGE A ACCIDENTAL DEATH

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip sustain 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 in the Schedule of Benefits.

Table of Losses	
Type of Loss	Benefit Amount
Loss of Life	100% of Principal
	Sum

The Principal Sum is shown in the Schedule of Benefits.

# COVERAGE B ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip (of a duration of 90 days or less for Sickness). Only Covered Expenses incurred during Your Trip (of duration of 90 days or less for Sickness) will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will include up to \$500 for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your 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 or covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

For the purpose of this benefit:

"Covered Expense" means expense incurred only for the following:

- 1. The medical services, prescription drugs, and therapeutic services and supplies ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
- 2. Hospital or ambulatory medical-surgical center services.
- 3. Transportation furnished by a professional ambulance company to and/or from a Hospital.

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

# COVERAGE C EMERGENCY MEDICAL EVACUATION AND REPATRIATION RETURN OF REMAINS

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

- 1. 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 traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.
- 2. Medical Repatriation: 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 primary place of 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 primary place of residence or to a Hospital or medical facility closest to Your primary place of place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
  - i) one-way Economy Transportation;
  - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
  - iii) other covered land or air transportation including, but 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. Transportation must be via the most direct and economical route.
  - 3. **Return of Remains**: In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve 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.

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

### **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.
- "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.
- "Coinsurance" means the amount of Usual and Customary Charges for which the Insured is responsible for a specified coverage.
- "Covered Accident" means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.
- "Deductible" means the dollar amount of expenses which must be incurred and paid by before benefits are payable under this Policy. It applies separately to each Insured.
- "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, 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.
- "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 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 Schedule of Benefits.
- "Medically Fit to Travel" means based on assessment a Legally Qualified Physician has advised You, a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.
- "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.
- "Pre-Existing Condition" means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 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 60 day period before coverage is effective under this Policy.
- "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. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness and is considered a Pre-Existing Condition as defined herein and is not covered by the Policy.
- "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.
- "Traveling Companion" means a person or persons up to 2 persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.
- "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 a scheduled trip of 30 days or less and a trip of 150 miles or more from Your primary residence for which the premium is paid.
- "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, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, mountaineering, any race, speed contests, spelunking or caving;
- 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 Schedule 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;
- 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 or Partially Hospitalized for that condition while the Policy is in effect for You;
- 21. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You;
- 22. 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.
- 23. an assessment from a Legally Qualified Physician advising You in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip.

### PRE-EXISTING CONDITION EXCLUSION:

The Company will not pay for any expense as a result of any illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 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 Exclusion does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Certificate.

# MEDICALLY FIT TO TRAVEL EXCLUSION:

The Company will not pay any expense as a result of You having been advised in writing that You, a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip. If Coverage for a Trip is purchased and it is later determined that You, a Traveling Companion, Family Member or Business Partner booked to travel with You were not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip, the Coverage is void and premium paid will be returned.

#### **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.

### 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) the Insured's estate, We may pay any amount due under the Policy to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

**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 aright 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, Schedule 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.

**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.

**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 by 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.