

# Travel Protection Plan

## HTH Worldwide

### POLICY PLAN CODE 70HTH

The material contained within is your Certificate of Insurance. No coverage is in force unless payment has been made for this plan. The Master Policy, available upon request, will govern the final interpretation of any provision or claim.

**IMPORTANT:** Keep this document and carry a copy with you when you travel. If you need to cancel your trip, contact the company you booked with immediately to cancel your reservation.

#### FOR CERTIFICATE INQUIRIES OR CUSTOMER SERVICE

OR FOR EMERGENCY ASSISTANCE  
24 HOURS A DAY DURING YOUR TRIP

IN THE US, CALL:

**(866) 655-3058**

COLLECT WORLDWIDE

**(858) 810-2016**

### DESCRIPTION OF 24-HOUR EMERGENCY

#### ASSISTANCE SERVICES

(PROVIDED BY HTH'S DESIGNATED PROVIDER)

#### Available Services

Various 24-Hour Emergency Assistance Services are provided along with the HTH Worldwide plans. A description of all 24-Hour Emergency Assistance Services are contained in this document. The 24-Hour Emergency Assistance Services are only available to persons whose primary residence is in the United States or Canada. This plan is administered by HTH Worldwide Insurance Services.

#### HOW TO CALL THE 24-HOUR EMERGENCY HOTLINE

If you need emergency help for an available service, you can call toll-free 24 hours a day to (866) 655-3058 from within the United States, or call collect to (858) 810-2016 from around the world.

When calling, you should have available your Policy/Reference number and Plan Code, your location, a local telephone number, and details of the situation. After your coverage has been verified, the assistance provider will assist you. If you cannot call collect from your location, dial direct and give the assistance provider your telephone number and location and they will call you back.

To call collect from a foreign country you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit [www.consumer.att.com/global/english/away/directservice.html](http://www.consumer.att.com/global/english/away/directservice.html) for information on how to reach an English-speaking operator. If you were unable to reach HTH collect and paid for your call, we will ask you for a number to call you back so you will pay no further charges.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact the assistance provider.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; however, they will make all reasonable efforts to provide services and help resolve your problem.

The assistance provider cannot be held responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to flight conditions, labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God or where rendering service is prohibited by local law or regulations.

The assistance provider's staff will do their best to refer you to the appropriate providers. However, the assistance provider and HTH cannot be held responsible for the quality or results of any services provided by these independent practitioners.

### AVAILABILITY OF SERVICES

You are eligible for informational and concierge services at any time after you purchase this plan.

The Emergency Assistance Services become available when you actually start your 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 trip.

### INFORMATIONAL SERVICES

The assistance provider offers a wide range of informational services before you leave home and during your trip, including: Visa, Passport, Inoculation and Immunization Requirements, Cultural Information, Temperature, Weather Conditions, Embassy and Consulate Referrals, Foreign Exchange Rates, and Travel Advisories.

### EMERGENCY ASSISTANCE SERVICES

#### Traveling Companion Assistance

If a Traveling Companion loses previously-made travel arrangements due to your medical emergency, the assistance provider will arrange for your Traveling Companion's return home.

#### Emergency Cash Transfer

If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will help arrange for an emergency cash transfer in currency, traveler's checks, or other forms as deemed acceptable by the assistance provider. The assistance provider will advance up to \$500 after satisfactory guarantee of reimbursement from you.

#### Legal Referral

The assistance provider will locate attorneys available during regular working hours. Assistance will also be provided to advance bail bond, where permitted by law. You are responsible for contracted legal fees.

#### Locating Lost or Stolen Items

The assistance provider will assist in locating and replacing lost or stolen luggage, documents and personal possessions.

#### Replacement of Medication and Eyeglasses

The assistance provider will arrange to fill a prescription that has been lost, stolen or requires a refill, subject to local law, whenever possible. The assistance provider will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician.

#### Embassy and Consular Services

The assistance provider will provide referrals to travelers needing the assistance of U.S. embassies and consulates.

### **Interpretation/Translation**

The assistance provider will assist with telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

### **Emergency Message Relay**

Emergency messages can be relayed to and from friends, relatives, personal physicians and employers.

### **Pet Return**

The assistance provider will arrange for the return of your pet to your home if your pet is traveling with you and you are unable to take care of your pet due to a medical emergency.

### **Vehicle Return**

The assistance provider will make arrangements to have a designated person or provider return your vehicle to your home (or your rental vehicle to the closest rental agency) if you experience a medical emergency or mechanical problems, which prevent you from driving the vehicle.

### **CONCIERGE SERVICES**

**City profiles** provide travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.

**Epicurean needs** arranges the delivery of specialized foods and beverages to your home or office, including gourmet meats and fine wine.

**Event ticketing** provides tickets to virtually any sporting, theater or concert event worldwide.

**Flowers and gift baskets** include the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.

**Golf outings and tee times** provide referrals and tee times at golf courses around the world.

**Hotel accommodations** offers research and recommendations on hotels worldwide and book reservations if requested by you.

**Meet-and-greet services** include the pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel.

**Personalized retail shopping assistance** includes purchasing selected retail items at your request.

**Pre-trip assistance** provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

**Procurement of hard-to-find items** ensures our associates will use every means possible to obtain an obscure or exotic item at your request.

**Restaurant reviews and reservations** provides you with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.

**Rental car reservations** provide worldwide reservations through most major rental car agencies.

**Airline reservations** provide full-service air travel accommodations to destinations worldwide.

### **10-DAY RIGHT TO EXAMINE POLICY**

If you are not satisfied for any reason, you may return this Policy within 10 days after receipt. Your premium will be refunded, provided there has been no incurred covered expense and you have not left on your Covered Trip. When so returned, the Policy is void from the beginning. Return the Policy to our authorized agent.

**After this 10-day period, the payment for this plan is non-refundable.**

### **ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE FOR ACCIDENT & HEALTH**

#### **Who is Eligible for Coverage**

A person who has arranged to take a Covered Trip, and pays the required premium, and is a resident of the United States of America or Canada.

#### **When Coverage Begins**

All coverages will take effect on the later of: 1) the date the premium has been received by our authorized agent; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

#### **When Coverage Ends**

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or
4. cancellation of the Covered Trip covered by the plan.

All coverages under the Policy will be extended if your entire Covered Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control.

If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

### **SUMMARY OF COVERAGES FOR ACCIDENT & HEALTH**

#### **Air Flight Accident**

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Accident while a passenger in or on an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire while

you are on a Covered Trip and covered under the Policy, and you suffer one of the losses listed below within 180 days of the Accident. The Principal Sum is the benefit shown on the Schedule.

#### **Air Flight Benefits**

The benefits provided by the Policy for Air Flight applies only if you sustain a covered loss in an Accident which occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

#### **Loss: Percentage of Principal Sum Payable:**

Life . . . . .	100%
Both Hands; Both Feet . . . . .	100%
Sight of Both Eyes; One Hand and One Foot . . . . .	100%
One Hand and Sight of One Eye . . . . .	100%
One Foot and Sight of One Eye . . . . .	100%
One Hand; One Foot or Sight of One Eye . . . . .	50%

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. **Loss of a hand or foot** means complete severance at or above the wrist or ankle joint. **Loss of sight of an eye** means complete and irrecoverable loss of sight.

#### **Exposure and Disappearance**

If by reason of an Accident covered by the Policy, you are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which benefits are otherwise payable, such loss shall be covered hereunder.

If you are involved in an Accident which results in the sinking or wrecking of a conveyance in which you were riding and your body is not located within one year of such Accident, it will be presumed that you suffered loss of life resulting from Injury caused by the Accident.

### **DEFINITIONS FOR ACCIDENT & HEALTH**

In this Policy, “you”, “your” and “yours” refer to the Insured. “We”, “us” and “our” refer to the company providing the insurance. In addition certain words and phrases are defined as follows:

**ACCIDENT** means a sudden, unexpected, unintended and external event, which causes Injury.

**COVERED TRIP** means: 1) A period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 365 days; or 2) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of

any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when the Insured applies; and the trip does not exceed 365 days in length.

**DOMESTIC PARTNER** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**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** includes your or your Traveling Companion's dependent, spouse, child, spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

**HOME** means your primary or secondary residence.

**HOSPITAL** means an institution, which meets all of the following requirements:

1. it must be operated according to law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24-hour call or duty; and
5. the care must be given either on the hospital's premises or in facilities available to the hospital on a prearranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

**INJURY** means bodily harm caused by an Accident which: 1) occurs while the Insured's coverage is in effect under the Policy; and 2) requires examination and treatment by a 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.

#### **OTHER VALID AND COLLECTIBLE GROUP INSURANCE**

means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

**PHYSICIAN** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

**PRE-EXISTING CONDITION** means an illness, disease, or other condition during the 180-day period immediately prior to your effective date for which you or your Traveling Companion or Family Member is scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination or medical 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.

**SCHEDULED DEPARTURE DATE** means the date on which you are originally scheduled to leave on your Covered Trip.

**SCHEDULED RETURN DATE** means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

**SICKNESS** means an illness or disease of the body which requires examination and treatment by a Physician.

**TRAVELING COMPANION** means a person whose name(s) appear(s) with you on the same Covered Trip arrangement and who, during the Covered Trip, will accompany you.

#### **GENERAL POLICY EXCLUSIONS FOR ACCIDENT & HEALTH**

**The following exclusion applies to the Air Flight Accident coverage:**

1. We will not pay for loss caused by or resulting from Sickness of any kind.

**The following exclusion applies to all coverages:**

2. We will not pay for any loss under this Policy, caused by, or resulting from:
  - a. suicide, attempted suicide, or intentionally self-inflicted injury of you, a Traveling Companion, or Family Member booked to travel with you, while sane or insane;
  - b. mental, nervous, or psychological disorders;
  - c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - d. normal pregnancy or resulting childbirth or elective abortion;
  - e. participation as a professional in athletics;
  - f. participation in organized amateur and interscholastic athletic or sports competition or events;
  - g. riding or driving in any motor competition;
  - h. declared or undeclared war, or any act of war;
  - i. civil disorder;
  - j. service in the armed forces of any country;
  - k. nuclear reaction, radiation or radioactive contamination;
  - l. operating or learning to operate any aircraft, as pilot or crew;
  - m. mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
  - n. any unlawful acts committed by you or a Traveling Companion (whether insured or not);
  - o. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
  - p. Elective Treatment and Procedures;
  - q. pandemic and/or epidemic;
  - r. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
  - s. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when this Policy is not in effect for you.

#### **GENERAL PROVISIONS**

**Concealment or Fraud** We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this Policy.

**Conformity to Law** Any provision of this Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Duplication of Coverage** You may only purchase one Policy from us for each Covered Trip. If you do purchase more than one Policy for a specific Covered Trip, the maximum limit of coverage payable will be as specified in the Policy with the highest level of benefits. We will refund premiums received from you under any other Policy.

**Entire Contract; Changes** Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form.

This Policy may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of this plan. No agent or other person may change this plan or waive any of its terms. The change will be endorsed on this plan.

**Examination Under Oath** As often as we may reasonably require, you or any person making a claim under this Policy must submit to examination under oath.

**Maximum Benefit Amount** The Maximum Benefit Amount for each claim is listed in the Schedule or application form, subject to the individual benefit amount and the company's maximum limit of liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's maximum limit of liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each Insured subject to the above limitations.

**Maximum Limit of Liability** All limits are applied per Covered Trip. We will pay no more than \$1,000,000 per occurrence to or on account of any person insured under the policy. Our Maximum Limit of Liability for all claims resulting from the same occurrence will be \$10,000,000 collectively under the TAHC series of policies.

**Our Right to Recover From Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

## **CLAIMS PROVISIONS**

**Notice of Claim** We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

**Proof of Loss** Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless the Insured is legally incapacitated.

**Physical Examination and Autopsy** At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

**Legal Actions** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

**Payment of Claims** Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. 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.

## **TRAVEL INSURANCE IS UNDERWRITTEN BY**

Travel Insurance is underwritten by Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952. In IL, IN, LA, OH, VT, and WY Policy Form #'s TAHC5100IPS.

## **POLICY STATE EXCEPTIONS**

The following amendments do not waive, alter, or extend any conditions or provision of the Policy except to the extent shown below. It is subject to all the terms and limitations of the Policy.

These amendments take effect and expire concurrently with the Policy to which it is attached.

### **ILLINOIS RESIDENTS (TAHC5100AS.IL)**

Under the **DEFINITIONS** section, **INJURY**, is deleted in its entirety and replaced by the following:

**INJURY** means bodily harm caused by an Accident which: 1) occurs while the Insured's coverage is in effect under the Policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity and occurring while the insurance is in force; and must not be caused by, or result from, Sickness.

Under **CLAIMS PROVISIONS, PAYMENT OF CLAIMS**, is deleted in its entirety and replaced by the following:

**PAYMENT OF CLAIMS** Claims for benefits provided by this Policy will be paid immediately upon receipt of due written proof of such loss. Claims will be paid within 30 days following receipt of due Proof of Loss. Failure to pay within the time frame shall entitle the Insured to interest at a rate of 9% per annum.

Benefits for loss of life will be paid to your estate, or if no estate, your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid

at your death will be paid to your estate, or if no estate, to your beneficiary. 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.

Under **GENERAL PROVISIONS**, Our Right To Recover From Others is deleted in its entirety and replaced by the following:

**ERRORS RELATED TO YOUR COVERAGE** The Company has the right to correct benefit payments that are made in error. Providers and/or You have the responsibility to return any overpayments to the Company. The Company has the responsibility to make additional payments if any underpayment has been made.

Under **GENERAL PROVISIONS**, Other Valid And Collectible Group Insurance provision is added:

**OTHER VALID AND COLLECTIBLE GROUP INSURANCE** Insurance provided under the terms of the benefits of this Policy shall be in excess of all other valid and collectible insurance or indemnity and shall apply only when such other benefits are exhausted.

The company's liability for benefits payable on account of expense incurred, for any hospitalization, medical, surgical and other services resulting from a covered Injury of the Covered Person, shall be limited to that part of the expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any medical or service contract, self-funded plan, automobile medical payment coverage, or any plan under federal, state or local law (except Medicaid). If one or more of the other policies, plans or service contracts provide benefits on an excess insurance or an excess coverage basis, benefits should be paid first by the company or service plan whose policy or service contract has been in effect for the longer period of time at date of such loss.

Under **GENERAL PROVISIONS**, Entire Contract; Changes, the first paragraph is deleted and replaced by the following: Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form attached to the Policy.

Under **CLAIMS PROVISIONS**, Legal Actions, is deleted in its entirety and replaced by the following:

**LEGAL ACTIONS** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given. No such action will be brought after five years from the time written Proof of Loss is required to be given. If a time limit of this plan is less than allowed by the laws of the State where you live, the limit is extended to meet the minimum time allowed by such law.

## NOTICE TO INDIANA RESIDENTS

(applicable to TAHC5100IPS.IN)

**EXCLUSIONS** If an exclusion for “a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when this policy is not in effect for you” is included on your Policy, that exclusion is deleted in its entirety and replaced with “a loss that occurs prior to the effective date of this Policy”.

**Note:** applicable to Policy TAHC5100IPS.IN

**ENTIRE CONTRACT; CHANGES** This Policy, including the riders and the attached pages, if any, constitutes the entire contract of insurance.

Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form.

This Policy may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of this plan. No agent or other person may change this plan or waive any of its terms. The change will be endorsed on this Policy.

**Note:** applicable to Policy TAHC5100IPS.IN

## NOTICE TO LOUISIANA RESIDENTS

(applicable to TAHC5100IPS.LA)

**EXCLUSIONS** The Exclusion, “being under the influence of drugs or intoxicants, unless prescribed by a Physician” is deleted in its entirety and replaced with “being intoxicated or under the influence of narcotics unless administered on the advice of a Physician”.

## GENERAL PROVISIONS

**CONCEALMENT OR FRAUD** We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this Policy.

**Note:** applicable to Policy TAHC5100IPS.

## CLAIMS PROVISIONS

**NOTICE OF CLAIM** We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include your name and enough information to identify him or her.

A. If an insured person has been injured by a covered loss, dies, the right to recover all damages for Injury to that person, his property or otherwise, caused by the covered loss, shall survive for a period of one year from the death of the deceased in favor of:

1. The surviving spouse and child or children of the deceased, or either the spouse or the child or children.

2. The surviving father and mother of the deceased, or either of them if he left no spouse or child surviving.
  3. The surviving brothers and sisters of the deceased, or any of them, if he left no spouse, child, or parent surviving.
  4. The surviving grandfathers and grandmothers of the deceased, or any of them, if he left no spouse, child, parent or sibling surviving.
- B. In addition, the right to recover all damages for Injury to the deceased, his property or otherwise, caused by the offense or quasi offense, may be urged by the deceased's succession representative in the absence of any class of beneficiary set out in Paragraph A.
- C. As used in this section, the words child, brother, sister, father, mother, grandfather, and grandmother include a child, brother, sister, father, mother, grandfather, and grandmother by adoption, respectively.
- D. For purposes of this section, a father or mother who has abandoned the deceased during his minority is deemed not to have survived him.

**PAYMENT OF CLAIMS** Claims for benefits provided by this Policy will be paid within 30 days after written Proof of Loss is received.

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. 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.

## ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE FOR PROPERTY & CASUALTY

### Who is Eligible for Coverage

A person who has arranged to take a Covered Trip, and pays the required premium, and is a resident of the United States of America or Canada.

### When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of: 1) the date the premium has been received by our authorized agent; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

Pre-Departure Trip Cancellation coverage will take effect at 12:01 A.M. Standard Time on the day after the date your premium payment is received.

Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Trip.

## When Coverage Ends

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or
4. cancellation of the Covered Trip covered by the plan.

All coverages under the Policy will be extended if your entire Covered Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control.

If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

## SUMMARY OF COVERAGES FOR PROPERTY & CASUALTY

### Trip Cancellation and Trip Interruption Benefits Pre-Departure Trip Cancellation

We will pay a Pre-Departure Trip Cancellation Benefit, up to the amount in the Schedule, if you are prevented from taking your Covered Trip due to your, a Family Member's, or Traveling Companion's Sickness, Injury or death, that occurs before departure on your Covered Trip. The Sickness or Injury must: a) commence while your coverage is in effect under the Policy; b) require the examination and treatment by a Physician, in person, at the time the Covered Trip is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Trip.

We will pay a benefit if you are prevented from taking your Covered Trip due to Other Covered Events, as defined, that occur before departure on your Covered Trip.

### Pre-Departure Trip Cancellation Benefits

We will reimburse you, up to the amount in the Schedule, for the amount of forfeited, prepaid, non-refundable, non-refunded, and published payments or deposits that you paid for your Covered Trip. We will pay your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is canceled and your Covered Trip is not canceled.

### Post-Departure Trip Interruption

We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to your, a Family Member's, or Traveling Companion's Sickness, Injury, or death. For item 1 above, the Sickness or Injury must: a) commence while your coverage is in effect under the Policy; b) for item 2 above, commence while you are on your Covered Trip and your coverage is in effect under the Policy; and c) for both items 1 and 2 above, require the examination

and treatment by a Physician, in person, at the time the Covered Trip is interrupted or delayed; and d) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Trip or to prevent you from continuing your Covered Trip.

We will pay a benefit if: 1) Your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to Other Covered Events, as defined.

#### **Post-Departure Trip Interruption Benefits**

We will reimburse you, less any refund paid or payable, for unused land or water travel arrangements, plus one of the following:

1. the additional transportation expenses by the most direct route from the point you interrupted your Covered Trip:
  - a. to the next scheduled destination where you can catch up to your Covered Trip; or
  - b. to the final destination of your Covered Trip; or
2. the additional transportation expenses incurred by you by the most direct route to reach your original Covered Trip destination if you are delayed and leave after the Scheduled Departure Date.

However, the benefit payable under 1 and 2 above will not exceed the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route less any refunds paid or payable for your unused original tickets.

3. your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is interrupted and your Covered Trip is continued.

#### **Travel Delay**

If your Covered Trip is delayed for 6 hours or more, we will reimburse you, up to the amount shown in the Schedule, for reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible.

#### **Travel Delay must be caused by or result from:**

- a. Common Carrier delay; or
- b. loss or theft of passport(s), travel documents or money; or
- c. quarantine (except as a result of a pandemic or epidemic); or
- d. hijacking; or
- e. natural disaster; or
- f. adverse weather; or
- g. a documented traffic accident while you are en route to departure; or

- h. unannounced strike; or
- i. civil disorder; or
- j. Injury or Sickness of you, a Family Member traveling with you, or a Traveling Companion; or
- k. death of you, a Family Member traveling with you, or a Traveling Companion.

#### **Baggage and Personal Effects Benefit**

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 Schedule, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Covered Trip. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

#### **Valuation and Payment of Loss**

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value or replacement cost basis. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value or replacement cost at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your Proof of Loss.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will: 1) repair or replace any part to restore the pair or set to its value before the loss; or 2) pay the difference between the value of the property before and after the loss.

#### **Continuation of Coverage**

If the covered Baggage, passports or visas are in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to you. This continuation of coverage does not include loss caused by or resulting from the delay.

#### **Items Not Covered**

We will not pay for damage to or loss of:

1. animals; or
2. property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof;
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
5. documents or tickets, except for administrative fees required to reissue tickets; or

6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. contraband.

#### **Losses Not Covered**

We will not pay for loss arising from:

1. defective materials or craftsmanship; or
2. normal wear and tear, gradual deterioration, inherent vice; or
3. rodents, animals, insects or vermin; or
4. mysterious disappearance; or
5. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

#### **Your Duties in the Event of a Loss**

In case of loss, theft or damage to Baggage and Personal Effects, you should: 1) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police or other local authorities and obtain their written report of your loss; and 2) take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.

#### **Baggage Delay Benefit**

We will pay up to the amount shown in the Schedule for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for more than 24 hours during the Covered Trip. We will also reimburse you up to \$25 for expenses incurred during your Covered Trip to expedite the return of your delayed baggage. This coverage terminates upon your arrival at the return destination of your Covered Trip.

#### **DEFINITIONS FOR PROPERTY & CASUALTY**

In this Policy, "you", "your" and "yours" refer to the Insured. "We", "us" and "our" refer to the company providing the insurance. In addition certain words and phrases are defined as follows:

**ACCIDENT** means a sudden, unexpected, unintended and external event, which causes Injury.

**ACCOMMODATION** means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are required.

**ACTUAL CASH VALUE** means purchase price less depreciation.

**BAGGAGE** means luggage, personal possessions and travel documents taken by you on the Covered Trip.

**COMMON CARRIER** means any land, water or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**COVERED TRIP** means: 1) A period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 365 days; or 2) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when the Insured applies; and the trip does not exceed 365 days in length.

**DOMESTIC PARTNER** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**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** includes your or your Traveling Companion's dependent, spouse, child, spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the state(s) of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Covered Trip provided the Financial Insolvency occurs more than 14 days following your effective date for the Trip Cancellation Benefits. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**HOME** means your primary or secondary residence.

**INJURY** 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 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 an eligible person who arranges a Covered Trip, and pays any required plan payment.

**INSURER** means Stonebridge Casualty Insurance Company.

**OTHER COVERED EVENTS** means only the following unforeseeable events or their consequences which occur while coverage is in force under the Policy:

1. Common Carrier delays resulting from bad weather, mechanical breakdown of the aircraft, ship or boat or motor coach on which you are scheduled to travel, or organized labor strikes that affect public transportation;
2. arrangements canceled by an airline, cruise line, or tour operator, resulting from inclement weather, mechanical breakdown of the aircraft, ship or boat or motor coach on which the Insured is scheduled to travel, or organized labor strikes that affect public transportation.

**Items 1 and 2 above are subject to the following conditions:**

- a. the scheduled carrier connecting times must meet airline legal minimum-connect times; and
  - b. the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled Covered Trip departure must be 2 hours or longer.
3. arrangements canceled by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services, resulting from Financial Insolvency;

**Item 3 above is subject to the following condition: your premium must be received prior to/or within 24 hours of final payment for your Covered Trip;**

4. a change in plans by you, a Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:
  - a. being directly involved in a documented traffic accident while en route to departure;
  - b. being hijacked, quarantined (except as a result of a pandemic or epidemic), required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, a Family Member traveling with you or a Traveling Companion is not 1.) A party to the legal action, or 2.) Appearing as a law enforcement officer;
  - c. your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
  - d. your Accommodation at your destination made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;

- e. mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at your destination due to adverse weather or natural disaster. In order to cancel or interrupt your Covered Trip, you must have 4 days or 50% of your total Covered Trip length or less remaining on your Covered Trip at the time the mandatory evacuation ends;
- f. being called into active military service to provide aid or relief in the event of a natural disaster;
- g. a documented theft of passports or visas;
- h. a transfer of employment of 250 miles or more;
- i. a Terrorist Act which occurs in your departure city or in a city which is a scheduled destination for your Covered Trip, provided the Terrorist Act occurs within 30 days of the Scheduled Departure Date for your Covered Trip;
- j. your involuntary termination of employment or layoff, which occurs more than 15 days after your effective date of coverage and was not under your control. You must have been continuously employed with the same employer for **1** year prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors or self-employed persons.

**PHYSICIAN** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

**PRE-EXISTING CONDITION** means an illness, disease, or other condition during the 180-day period immediately prior to your effective date for which you or your Traveling Companion, Domestic Partner, or Family Member is scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination or medical 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.

**SCHEDULED DEPARTURE DATE** means the date on which you are originally scheduled to leave on your Covered Trip.

**SCHEDULED RETURN DATE** means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

**SCHEDULED TRIP DEPARTURE CITY** means the city where the scheduled Covered Trip on which you are to participate originates.

**SICKNESS** means an illness or disease of the body which requires examination and treatment by a Physician.

**TERRORIST ACT** means an act of violence, 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 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 government.

**TRAVELING COMPANION** means a person whose name appears with you on the same Covered Trip arrangement and who, during the Covered Trip, will accompany you.

**UNINHABITABLE** means the dwelling is not suitable for human occupancy in accordance with local public safety guidelines.

## **GENERAL POLICY EXCLUSIONS FOR PROPERTY & CASUALTY**

### **The following exclusion applies to all coverages:**

1. We will not pay for any loss under the Policy, caused by, or resulting from:
  - a. suicide, attempted suicide, or intentionally self-inflicted injury of you, a Traveling Companion, or Family Member booked to travel with you, while sane or insane;
  - b. mental, nervous, or psychological disorders;
  - c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - d. normal pregnancy or resulting childbirth or elective abortion;
  - e. participation as a professional in athletics;
  - f. participation in organized amateur and interscholastic athletic or sports competition or events;
  - g. riding or driving in any motor competition;
  - h. declared or undeclared war, or any act of war;
  - i. civil disorder (does not apply to Travel Delay coverage);
  - j. service in the armed forces of any country (does not apply to 4f of Other Covered Events);
  - k. nuclear reaction, radiation or radioactive contamination;
  - l. operating or learning to operate any aircraft, as pilot or crew;
  - m. mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
  - n. any unlawful acts committed by you or a Traveling Companion (whether insured or not);
  - o. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
  - p. a loss or damage caused by detention, confiscation or destruction by customs;

- q. Elective Treatment and Procedures;
- r. pandemic and/or epidemic;
- s. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
- t. business, contractual or educational obligations of you, a Family Member, or Traveling Companion (does not apply to 4h or 4j of Other Covered Events);
- u. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits, or Financial Insolvency which occurs within 14 days following your effective date for the Trip Cancellation Benefits;
- v. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency;
- w. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

### **The following exclusion applies to Trip Cancellation, Trip Interruption, and Travel Delay coverages:**

2. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the plan, including death that results therefrom.

## **WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION**

### **Item 2 under the Policy Exclusions is waived provided you meet the following requirements:**

1. the premium for the coverage is received prior to/or within 24 hours of your final payment for your Covered Trip; and
2. you are not disabled from travel at the time you pay your premium; and
3. the booking for the Covered Trip must be the first and only booking for this travel period and destination.

## **GENERAL PROVISIONS**

**Concealment or Fraud** We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this plan.

**Conformity to Law** Any provision of this plan that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Duplication of Coverage** You may only purchase one policy from us for each Covered Trip. If you do purchase more than one policy for a specific Covered Trip, the Maximum Limit of Coverage payable will be as specified in the Policy with the highest level of benefits. We will refund premiums received from you under any other policy.

**Entire Contract; Changes** Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form.

The plan may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of the plan. No agent or other person may change the plan or waive any of its terms. The change will be endorsed on the plan.

**Examination Under Oath** As often as we may reasonably require, you or any person making a claim under this plan must submit to examination under oath.

**Maximum Benefit Amount** The maximum benefit amount for each claim is listed in the Schedule, subject to the individual benefit amount and the company's maximum limit of liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's maximum limit of liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each Insured subject to the above limitations.

**Maximum Limit of Liability** All limits are applied per Covered Trip. We will pay no more than \$1,000,000 per occurrence to or on account of any person insured under the policy. Our Maximum Limit of Liability for all claims resulting from the same occurrence will be \$10,000,000 collectively under the TAHG series of policies.

**Our Right to Recover From Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

## **CLAIMS PROVISIONS**

**Notice of Claim** We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

**Proof of Loss** Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless you are legally incapacitated.

**Physical Examination and Autopsy** At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

**Legal Actions** No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

**Payment of Claims** Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. 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.

### **TRAVEL INSURANCE IS UNDERWRITTEN BY:**

Travel Insurance is underwritten by Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952. In IL, IN, LA, OH, VT, and WY Policy Form #'s TAHC5200IPS, TAHC6000 and TAHC7000

### **WHERE TO PRESENT A CLAIM**

**All claims should be presented to the Program Administrator:**

**HTH Worldwide**  
P.O. Box 939057  
San Diego, CA 92193-9057  
**(800) 541-3522 (Toll-Free)**

### **POLICY STATE EXCEPTIONS**

The following amendments do not waive, alter, or extend any conditions or provision of the Policy except to the extent shown below. It is subject to all the terms and limitations of the Policy.

These amendments take effect and expire concurrently with the Policy to which it is attached.

#### **ILLINOIS RESIDENTS (TAHC5200AS.IL)**

The **LEGAL ACTIONS** provision, in the **CLAIMS PROVISION** section, is deleted in its entirety and replaced by the following:

**LEGAL ACTIONS** No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. The running of such period is tolled from the date Proof of Loss is filed until the date the claim is denied in whole or in part. If a time limit of this Policy is less than allowed by the laws of the State where you live, the limit is extended to meet the minimum time allowed by such law.

#### **NOTICE TO INDIANA RESIDENTS**

(applicable to TAHC5200IPS.IN)

**ENTIRE CONTRACT; CHANGES** This Policy, including the riders and the attached pages, if any, constitutes the entire contract of insurance.

Any statement you make is a representation and not a warranty. No statement will be used by us to void or reduce benefits unless that statement is a part of any written application form.

This Policy may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of this plan. No agent or other person may change this plan or waive any of its terms. The change will be endorsed on this Policy.

**Note:** applicable to Policy TAHC5200IPS

#### **NOTICE TO LOUISIANA RESIDENTS**

(applicable to TAHC5200IPS.LA)

**RIGHT TO RECOVER FROM OTHERS** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

To the extent that benefits are provided or paid under this Policy the Insured agrees that if he fully recovers his damages from a third party, then he will reimburse us the portion of the damages recovered for the expenses incurred by the Insured that were provided or paid by us. We agree to pay our portion of the Insured Person's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under this Policy pursuant to our right of reimbursement.

**Note:** applicable to Policy TAHC5200IPS.LA

#### **CLAIMS PROVISIONS**

**NOTICE OF CLAIM** We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include your name and enough information to identify him or her.

- A. If an insured person has been injured by a covered loss, dies, the right to recover all damages for Injury to that person, his property or otherwise, caused by the covered loss, shall survive for a period of one year from the death of the deceased in favor of:
1. The surviving spouse and child or children of the deceased, or either the spouse or the child or children.
  2. The surviving father and mother of the deceased, or either of them if he left no spouse or child surviving.

3. The surviving brothers and sisters of the deceased, or any of them, if he left no spouse, child, or parent surviving.

4. The surviving grandfathers and grandmothers of the deceased, or any of them, if he left no spouse, child, parent or sibling surviving.

B. In addition, the right to recover all damages for Injury to the deceased, his property or otherwise, caused by the offense or quasi offense, may be urged by the deceased's succession representative in the absence of any class of beneficiary set out in Paragraph A.

C. As used in this section, the words child, brother, sister, father, mother, grandfather, and grandmother include a child, brother, sister, father, mother, grandfather, and grandmother by adoption, respectively.

D. For purposes of this section, a father or mother who has abandoned the deceased during his minority is deemed not to have survived him.

**PAYMENT OF CLAIMS** Claims for benefits provided by this Policy will be paid within 30 days after written Proof of Loss is received.

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. 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.