

## United States Fire Insurance Company

Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

### TRAVEL PROTECTION INSURANCE POLICY

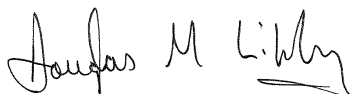
Limited Benefit Short-Term Single Premium Policy

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

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

Signed for the Company

President,



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

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### SECTION I. COVERAGES

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

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

You are eligible for benefits 24 hours a day, up to the Maximum Benefit Amount shown when you sustain an Injury during the Covered Trip which results in a Loss noted below within 180 days of the date of the Injury causing the Loss.

Benefits will be paid as follows:

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

**Loss of hand or hands, or foot or feet**, means severance at or above the wrist joint or ankle joint, respectively, **Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown

above (the largest applicable) will be paid for Injuries resulting from one accident.

The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same accident.

The Principal Sum is shown in the Confirmation of Benefits.

#### COVERAGE B ACCIDENT MEDICAL EXPENSE

This Coverage B Benefit is provided only if shown covered on the Confirmation of Benefits.

For the purpose of this benefit:

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

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of an accidental Injury that occurs during the Covered Trip.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury, which occurs during the Covered Trip. You must receive the initial Medical Treatment for the Injury within 30 days after the date of the accident, which caused the Injury. All services, supplies or treatment must be received within the 52 weeks following the date of the accident.

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

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

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

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

### **COVERAGE C SICKNESS MEDICAL EXPENSE**

This Coverage C is made a part of the policy. It is subject to all the provisions of this Coverage C.

For the purposes of this benefit:

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

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery of a Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital; and
4. Prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness that first manifests itself during the Covered Trip.

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of Sickness, which manifests itself during the Covered Trip. You must receive initial Medical Treatment for the Sickness within 30 days of onset of the Sickness.

All services, supplies or treatment must be received within the 52 weeks following the onset of the Sickness.

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

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

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

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

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

### **COVERAGE D TRIP CANCELLATION**

This Coverage D is made a part of the policy. It is subject to all the provisions of this Coverage D.

Benefits will be paid up to the Maximum Benefit Amount purchased to cover You for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when You are prevented from taking Your Covered Trip due to:

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or You or Your Traveling Companions Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or You or Your Traveling Companions Family member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the effective date) served with a court order to

appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);

4. You or Your Traveling Companion's principal place of residence being rendered uninhabitable by unforeseen circumstances or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
7. Felonious Assault on You or on Your Traveling Companion within 10 days of the Scheduled Departure Date;
8. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
9. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years.
10. Bankruptcy or Default of an airline or cruise line, or tour operator (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's effective date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;

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

Provided such circumstances occurred after Your effective date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

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

The maximum payable under this benefit is the lesser of a) total cost of the Insured's Covered Trip; or b) the total amount of coverage the Insured purchased.

**Single Supplement**

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

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

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

**COVERAGE E  
TRIP INTERRUPTION**

This Coverage E is made a part of the policy. It is subject to all the provisions of this Coverage E.

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the Additional Transportation Cost paid to return home or rejoin the Covered Trip, when You are prevented from completing Your Covered Trip due to:

1. Death involving You or Your Traveling Companion or You or Your Traveling Companions Business Partner or You or Your Traveling Companions Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member or You or Your Traveling Companions Family member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the effective date) served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
4. You or Your Traveling Companion's principal place of residence being rendered uninhabitable by unforeseen circumstances or burglary of primary residence within 10 days of departure;
5. You or Your or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;

6. Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
7. Felonious Assault on You or on Your Traveling Companion within 10 days of the Scheduled Departure Date;
8. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war;
9. Employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
10. Bankruptcy or Default of an airline or cruise line, or tour operator (other than the tour operator or travel agency from whom You purchased Your travel arrangements) which stops service more than 14 days following Your effective date. Your Scheduled Departure Date must be no more than 15 months beyond the Insured's effective date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial payment for the Covered Trip and for the full cost of the Covered Trip;
11. Weather that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours;
12. A Terrorist Incident that occurs in a city listed on the itinerary of Your Covered Trip and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of the Covered Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This benefit only applies if the policy has been purchased within 21 days of the Insured's initial

payment for the Covered Trip and for the full cost of the Covered Trip;

13. Pre-Existing Conditions, as defined in the Definitions section are waived if this plan is purchased within 21 days from the time the initial Covered Trip deposit is paid.

Provided such circumstances occurred after Your effective date.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

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

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

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

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

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The Maximum Benefit Amount is shown in the Confirmation of Benefits.

#### **COVERAGE F**

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

This Coverage F Benefit is provided only if shown covered on the Confirmation of Benefits.

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

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

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

The lesser of the following amounts will be paid:

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

A combined maximum of \$1,000 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

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

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

**For Baggage Delay:** If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 3 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

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

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The Maximum Benefit Amount is shown in the Confirmation of Benefits.

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

This Coverage G Benefit is provided only if shown as covered in the Confirmation of Benefits.

If You are delayed for 3 hours or more hours while in route to or from a Covered Trip, due to:

1. any delay of a Common Carrier. The delay must be certified by the Common Carrier;
2. a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
3. lost or stolen passports, travel documents or money (must be substantiated by a police report);
4. quarantine, hijacking, strike, natural disaster, terrorism or riot; or

5. documented weather condition preventing the Insured from getting to the point of departure;

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

1. the Additional Transportation Cost from the point where You were delayed to a destination where You can join the Covered Trip;
2. the Additional Transportation Cost to return You to Your originally scheduled return destination;
3. reasonable accommodation and meal expenses up to \$150 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source; and
4. the non-refundable, unused portion of the prepaid expenses for the Covered Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source.

You must provide the following documentation when presenting a claim for these benefits:

- a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the loss, including but not limited to; scheduled departure and return times and actual departure and return times;
- b) Written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

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

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. The Maximum Benefit Amount is shown in the Confirmation of Benefits.

**COVERAGE H  
EMERGENCY MEDICAL EVACUATION AND RETURN  
OF REMAINS**

This Coverage H Benefit is provided only if shown covered on the Confirmation of Benefits.

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

1. **For Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If an You are in the Hospital for more than seven consecutive days and Your dependent children who are under 18 years of age and accompanying You on the Covered Trip, are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the travel assistance company)."

If You are traveling alone and are in the Hospital for more than seven 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. For Medical Repatriation:**

- a) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your permanent residence via:
  - i) one-way Economy Transportation; or
  - ii) commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

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

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

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

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

- a) notify the Company of any other insurance;
- b) help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
- c) not do anything after the loss to prejudice the Company's rights; and
- d) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

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

**COVERAGE I  
MISSED CONNECTION**

This Coverage I Benefit is provided only if shown covered on the Confirmation of Benefits.

If You miss Your cruise or tour departure because the airline flight is delayed for 3 or more hours, due to:

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

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

- a) the Additional Transportation Cost to join the Covered Trip;
- b) reasonable accommodation and meal expenses up to \$150 per day necessarily incurred by an Insured for which he or she has proof of purchase and which were not paid for or provided by any other source.

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

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

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

When You sustain covered Injuries:

- (a) while riding solely as a passenger in an aircraft on a regularly scheduled airline flight or regularly scheduled charter operated;
  - (i) in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board;
  - (ii) by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having

jurisdiction over civil aviation in the state in which said airline operates; or

(iii) by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline.

(b) received while riding as a passenger in any aircraft, other than a single-engine jet, which at the time is making a flight for the principal purpose of transporting passengers and not for any other operational, tactical or test purpose and which is operated by:

- (I) the Military Airlift Command of the United States;
- (ii) the Royal Canadian Air Force Air Transport Command; or

(iii) the Royal Air Force Air Transport Command of Great Britain.

(c) Received while riding as a passenger in any land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this policy.

(d) Received while riding as a passenger in a vehicle licensed to carry passengers for hire, but only:

- When going to an airport to board an aircraft on which you are covered by this policy; or
- When leaving an airport after alighting from such an aircraft.

(e) Received while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which you are covered by this policy.

Benefits will be paid as follows:

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

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

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

Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

The benefit for loss of: (a) two limbs; (b) both eyes; or (c) one limb and one eye is payable only when such loss results from the same accident.

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

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

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

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

**OPTIONAL PURCHASE - COLLISION DAMAGE WAIVER**

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

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

(a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or

(b) The Actual Cash Value of the car, meaning purchase price less depreciation; or

(c) The amount shown on the Schedule.

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

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

## DEFINITIONS

"Exotic Vehicles" includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR. The Insured must call the Company's authorized administrator before renting to obtain confirmation that the vehicle is covered.

## WHAT IS NOT PAYABLE UNDER COLLISION DAMAGE WAIVER

Unless otherwise stated, benefits are not payable for:

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

3. Any loss which occurs if the Insured or anyone traveling with the Insured are in violation of the rental agreement;
4. Failure to report the loss to the proper local authorities and the rental car company;
5. Damage to any other vehicle, structure or person as a result of a covered loss;

## ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO COLLISION DAMAGE WAIVER

The following outlines the Insured's Duties in the event of any damage to the vehicle. The Insured must:

- a) Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
- b) Report the loss to the appropriate local authorities and the rental company as soon as possible;
- c) Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver's license number;
- d) Provide the Company all documentation such as rental agreement, police report and damage estimate.

## OPTIONAL PURCHASE – CANCEL FOR ANY REASON

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

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

## DEFINITIONS

### SECTION II. DEFINITIONS

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

"Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction

under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

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

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

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

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

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

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

"Family Member" means You or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; father; step-parent.

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

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

"Injury" or "Injuries" means accidental bodily injuries: (a) received while insured under the Policy and any attached

coverages: (b) resulting in loss independent of sickness and all other causes: and (c) not excluded from coverage.

"Insured" means the person(s) named on the enrollment form or Roster as the Principal Participant, participant's spouse or participant's child.

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

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

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

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

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

"Pre-existing Condition" means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or You and/or Your Traveling Companion's Family Member or Your Business Partner for which within the 60 day period prior to the effective date of Your Trip Cancellation coverage under the Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

"Published Penalties" means any published cancellation penalties issued by Your travel agency or travel supplier

that apply to all clients of the travel agency or travel supplier and can be documented at time of trip sale. The maximum amount reimbursable under the travel agencies published penalties is 10% of the total trip cost excluding taxes and other non-commissionable items.

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

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

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

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

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

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

"Travel Arrangements" means: (a) transportation: (b) accommodations: and (c) other specified services arranged by the Travel Supplier for the covered trip.

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

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

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

### SECTION III. INSURING PROVISIONS

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

**For Trip Cancellation:** Coverage begins on the effective date and time specified in the Confirmation of Benefits.

Coverage ends at the point and time of departure on Your Scheduled Departure Date.

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

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

In the event the Scheduled Departure Date and/or the Schedule Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor You have control Your term of coverage shall be automatically adjusted accordance with the Travel Supplier's notice to the Company of the delay or change.

### SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or

- under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
  11. due to normal childbirth, normal pregnancy through the first 9 months of pregnancy or voluntarily induced abortion;
  12. for dental treatment (except as coverage is otherwise specifically provided herein);
  13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits: or;
  14. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased within 21 days from the time the initial Covered Trip deposit is paid.

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

#### **Additional Limitations and Exclusions Specific to Baggage and Personal Effects**

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

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

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

#### **SECTION V. GENERAL PROVISIONS**

**Entire Contract: Changes:** This Policy and any attachments are the entire contract of Insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in the Policy or its attachments.

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

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

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

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

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

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

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

- a) the Principal Insured's spouse;
- b) the Principal Insured's child or children jointly;

- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) the Principal Insured's estate.

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

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

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

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

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

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

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company

exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

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

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

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

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

## **SECTION VI. STATE EXCEPTIONS**

**KANSAS** – Under the General Provisions, "Subrogation" does not apply to reimbursement of medical, surgical, hospital or funeral expenses. "Legal Actions" is amended to read "5-years". The following exclusion is added to read as follows: 15. due to Mental or Nervous Conditions, unless hospitalized.

"Mental or Nervous Conditions" means disorders specified in the diagnostic and statistical manual of mental disorders, fourth edition, (DSM-IV, 1994) of the American Psychiatric Association but shall not include conditions not attributable to mental disorders that are a focus of attention or treatment (DSM-IV, 1994).

The definition of Usual and Customary means, for charges incurred in the United States:

a) charges and fees for medical services or supplies that are the lesser of:

the usual charge by the provider for the service or supply given; or

the average charges for the service or supply in the area where the service or supply is received; and

b) Treatment and medical service that is reasonable in relationship to the service or supply given and the severity of the condition.

Usual and Customary charges are calculated using the national database in Ingenix, Inc. or similar provider. Ingenix and similar providers update the data every 6 months.

For Charges incurred outside the United States, payment is based on billed charges that the Company receives proof of the service or supply being given.

The definition of Family Member is amended to delete the reference to Traveling Companion, as the Traveling Companion is not eligible as a Family Member.

The General Limitation and Exclusions section is amended to delete the reference to Traveling Companion as such person is not eligible as a Family Member.

The definition of Physician is amended to read:

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

**Mental and Nervous Disorders**

Subject to the terms, limitations, and conditions of the Policy, the Company will cover the following services. The Company will provide coverage for services for treatment of Mental and Nervous Disorders for inpatient confinement for up to 45 days of such Inpatient Confinement per Calendar Year as long as the insurance is in effect on a day of confinement. Inpatient benefits are limited to the Allowable Expense and subject to any deductibles, co-payments and maximum benefit limitations. In addition, the Company will provide coverage for outpatient services for Mental and Nervous Disorders. Outpatient mental health expenses will

be covered at 100% of the first \$100 incurred, 80% of the next \$100 incurred and 50% for the next \$1,640 incurred in a calendar year up to a lifetime maximum of \$7,500. Outpatient benefits are limited to the Allowable Expense and subject to any deductibles, co-payments and maximum benefit limitations.

The expense must be incurred while the policy is in force with respect to the covered person or it is not considered an Allowable Expense. The Mental and Nervous Disorder must first be diagnosed while the policy is in force with respect to the covered person and the purpose of the travel may not be for medical treatment of such Mental and Nervous Disorder. Coverage ends on the date the policy terminates.

**Mental and Nervous Disorders** means the following: Schizophrenia, schizoaffective disorder, schizophreniform disorder, brief reactive psychosis, paranoid or delusional disorder, atypical psychosis, major affective disorders (bipolar and major depression), cyclothymic and dysthymic disorders, obsessive compulsive disorder, panic disorder, pervasive developmental disorder, including autism, attention deficit disorder and attention deficit hyperactive disorder as such terms are defined in the diagnostic and statistical manual of mental disorders, fourth edition, (DSM-IV, 1994) of the American psychiatric association but shall not include conditions not attributable to a mental disorder that are a focus of attention or treatment.

#### **Diabetes Coverage**

Subject to the terms, limitations, and conditions of the Policy, the Company will cover the following services. The Company shall provide coverage for medically necessary equipment and supplies, limited to hypodermic needles and supplies used exclusively with diabetes management and outpatient self-management training and education, including medical nutrition therapy, for the treatment of insulin dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin using diabetes if prescribed by Physician. The Company shall also provide coverage for diabetes outpatient self-management training and education when provided by a certified, registered or licensed health care professional with expertise in diabetes. The coverage for outpatient self-management training and

education shall be required only if ordered by a Physician legally authorized to prescribe such services and the diabetic: (1) is treated at a program approved by the American diabetes association; (2) is treated by a person certified by the National Certification Board for Diabetes Educators; or (3) is, as to nutritional education, treated by a licensed dietitian pursuant to a treatment plan authorized a Physician.

The service must be rendered while the covered person is covered under the Policy or it is not considered an Allowable Expense. The benefit is subject to any deductible and maximum benefit limitations required by the Policy. Diabetes must first be diagnosed while the Policy is in force with respect to the covered person and the purpose of the travel may not be for medical treatment of diabetes. Coverage ends on the date the Policy terminates.

#### General Anesthesia for Dental Surgery

Subject to the terms and conditions of the Policy, the Company will cover the following services. The Company shall provide coverage for the medically necessary administration of general anesthesia and Hospital charges for dental care provided to the following Covered Persons:

- a) a child five years of age and under; or
- b) a person who is severely disabled; or
- c) a person has a medical or behavioral condition that requires hospitalization or general anesthesia when dental care is provided.

The service must be rendered while the covered person is covered under this Policy or it is not considered an Allowable Expense. The benefit is subject to any deductible and maximum benefit limitations required by the Policy. The dental work must first be diagnosed while the Policy is in force with respect to the covered person and the purpose of the travel must not be for dental treatment. Coverage ends on the date the Policy terminates.

#### Off Label Prescription Drugs for Cancer Treatment

Subject to the terms, limitations, and conditions of the Policy, the Company will cover off label prescription drugs as follows. The Company will not exclude coverage of a prescription drug for cancer treatment on the grounds the prescription drug has not been approved by the federal

food and drug administration for that covered indication if the prescription drug is recognized for treatment of the indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature. The prescribing physician shall submit to the Company documentation supporting the proposed off-label use or uses prior to it being covered.

The service must be rendered while the covered person is covered under this Policy or it is not considered an Allowable Expense. The benefit is subject to any deductible and maximum benefit limitations required by the Policy. The cancer must first be diagnosed while the Policy is in force with respect to the covered person and the purpose of the travel must not be to obtain treatment for such cancer or to obtain off label prescription drugs for such cancer treatment. Coverage ends on the date the Policy terminates.

**LOUISIANA** - The provision entitled Concealment and Misrepresentation is amended to read:

Concealment and Misrepresentation: The entire coverage will be void, if when applying for coverage, You made a fraudulent statement or misrepresentation with the intent to deceive. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment, or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

The provision entitled Subrogation is amended to read:

Subrogation: If we make any payment under this policy and the person to or for whom payment is made has a right to recover damaged from another, the company shall be subrogated to that right. However, the Company's right to recover is subordinate to Your right to be fully compensated.

The provision entitled Legal Actions is amended to read:

Legal Actions: No legal action for a claim can be brought against us until 45 days after we receive proof of loss. No legal action for a claim can be brought against us more than 3 years after the time required for giving proof of loss.

This 3-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**SOUTH DAKOTA** – In the provision entitled “Legal Actions”, the 3 year time period is amended to read “6-years”. The exclusion that states: “received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician,” does not apply to South Dakota residents except to the extent that the action is a felony or attempted felony. Regarding any covered emergency dental expenses, “sound natural teeth” means a person’s natural teeth that are considered sound prior to the accident. Minor dental work on a tooth, including fillings will not, by itself, cause the tooth to be considered unsound or not natural.

**TEXAS** - The provision entitled “Notice of Claim” is amended by the addition of the following paragraphs:

The Company shall, no later than the 15th day after receipt of such notice of a claim:  
acknowledge receipt of the claim;  
commence any investigation of the claim; and  
request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

If the acknowledgement of the claim is not made in writing, the Company shall make a record of the date, means, and content of the acknowledgement.

The Company shall notify a claimant in writing of the acceptance or rejection of the claim no later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and

forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. No later than the 45th day after the date the Company notifies a Claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim.

Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

“Business Day” means a day other than a Saturday, Sunday, or holiday recognized by Texas.

The provision entitled “Payment of Claim” is amended by the addition of the following paragraph:

If the Company notifies a claimant that the Company will pay a claim or part of a claim, the Company shall pay the claim no later than the fifth business day after the notice has been made. If the claimant conditions payment of the claim or part of the claim on the performance of an act, the Company shall pay the claim no later than the fifth (5) business day after the date the act is performed.

The “Proof of Loss” provision is amended to read:

The Claimant must send the Company, or its designated representative, proof of loss within ninety-one (91) days after a covered loss occurs or as soon as reasonably possible.

Section III, INSURING PROVISIONS, is amended by the addition of the following:

Coverage will not end solely because a person becomes an elected official in Texas.

**UTAH** - The definition of Family Member is amended to include a child placed for adoption with the Insured.

The provision entitled Proof of Loss is amended to read:

Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss does not bar recovery under the policy if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

The provision entitled Time of Payment of Claim is amended to read: The Company, or its designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.