

## AUTO EUROPE TRAVEL PROTECTION PLAN



**Note:** For residents of GA, KS, LA, MN, OR, SD, TX, UT, and WA, this is not Your Certificate of Insurance. Your coverage is under an individual policy and is based on the policy form TP-401-CW. To obtain Your state specific Policy please contact Travel Insured at 866-684-0218.

### Claims Procedures

To facilitate prompt claims settlement:

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

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

**TRIP DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc).

Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

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

### Worldwide Assistance Services

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

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

Payment reimbursement to the Assistance Company is Your responsibility.

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

888-268-2824

OR CALL COLLECT:

603-328-1725

(From all other locations)

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

### AVAILABILITY OF SERVICES

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

### IDENTITY THEFT RESOLUTION SERVICES

In the event of an Identity Theft event while on Your Covered Trip, Travel Insured's designated provider will research and investigate potential damage to Your identity and make best effort to restore Your identity to pre-event status. Assistance includes online secure email to report the event; notify the three major credit bureaus, affected creditors, financial institutions, and utility providers; provide fraud alerts; create and maintain a case file and ultimately to receive documentation that the fraudulent transaction has been expunged.

Administered by

**TRAVEL INSURED**<sup>INC.</sup>

Quality Protection Worldwide

For questions or to report a claim, contact:

Travel Insured International, Inc.

P.O. Box 280568

East Hartford, CT 06128-0568

866-684-0218

T-2820 1.1.2013

**United States Fire Insurance Company**

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

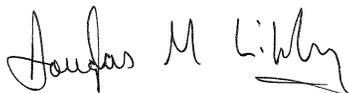
**TRAVEL PROTECTION INSURANCE**

Certificate of Insurance

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Schedule and Coverages. It provides the Insured with specific information about the program he or she purchased. The Insured should contact the Company immediately if he or she believes that the Schedule and Coverages is incorrect.

Signed for the Company,

President,



Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and Certificate, the Policy will govern.

If You are not completely satisfied with the insurance You must notify the Company within 14 days of purchase and return the certificate. The Company will give You a full refund of provided You have not already departed on the Covered Trip or filed a claim.

**TABLE OF CONTENTS**

- I. SCHEDULE & COVERAGES
- II. DEFINITIONS
- III. INSURING PROVISIONS
- IV. GENERAL LIMITATIONS AND EXCLUSIONS
- V. GENERAL PROVISIONS

**SECTION I. SCHEDULE & COVERAGES**

Listing of Benefits	Maximum Limit
<b>Travel Protection</b>	
Trip Cancellation	Trip Cost*
Trip Interruption	Trip Cost*
Trip Delay (6 hours)	\$500 (\$100/day)

*\*Up to the Trip Cost protected, up to a maximum of \$15,000.*

**Medical Protection**

Emergency Accident and Sickness	
Medical Expense	\$10,000
Emergency Evacuation/ Medically Necessary Repatriation/ Repatriation of Remains	\$50,000
Escort Expense	\$10,000

**Baggage Protection**

Baggage/Personal Effects	\$1,000
Per Article Limit	\$250
Combined Articles Limit	\$500
Baggage Delay (24 hours)	\$300

**COVERAGE A**

**TRIP CANCELLATION/TRIP INTERRUPTION**

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

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 as well as airfare cancellation charges for flights commencing within one week of the Covered Trip when You are prevented from taking or completing Your Covered Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your or Your Traveling Companion's Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, Your Family Member or Your Traveling Companion's 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 Your 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 fire or flood or burglary of primary residence within 10 days of departure;
5. You or Your 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. Unannounced strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
7. Weather that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;

8. Felonious Assault on You or on Your Traveling Companion within 10 days of the scheduled Departure Date;
9. You or Your Traveling Companion or Your Family Member is in the military and called to emergency duty for a national disaster;
10. Revocation of Your, Your Traveling Companion's or Your Family Member's previously granted leave or re-assignment. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
11. 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;
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. The Terrorist Incident must occur after the Effective Date of Your Trip Cancellation Coverage. This coverage only applies if the protection plan was purchased within 10 calendar days of initial Trip payment.
13. Your family or friends with whom You were planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;

Provided such unforeseen circumstances occurred after Your Effective Date.

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.

**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 You do 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 Schedule and Coverages.

#### TRIP INTERRUPTION

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

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.

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 Schedule and Coverages.

**For the above Trip Cancellation and Trip Interruption benefits the following applies:** 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.

#### COVERAGE B TRIP DELAY

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

If You are delayed for 6 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); or
4. quarantine, hijacking, strike, natural disaster, terrorism or riot;

5. documented weather condition preventing You 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 \$100 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.

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 Schedule and Coverages.

#### COVERAGE C ACCIDENT AND 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 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 is limited to:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury);

3. transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if You incur a Covered Expense as a result of an accidental Injury that occurs during the Covered Trip or a Sickness that first manifests itself on the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered.

Benefits will include expenses for emergency dental treatment due to accidental Injury 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 Your admission to a Hospital, because of a covered sickness or 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 Schedule and Coverages.

#### **COVERAGE D EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS**

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

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

1. For Emergency Medical Evacuation: If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness

or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are in the Hospital for more than seven consecutive days 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 Your condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

- b) If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility nearest to Your home.

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.

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 Schedule and Coverages.

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

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

For the purposes of this Benefit:

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
7. motorcycles; bicycles, except when checked as baggage with a Common Carrier;
8. household effects and furnishings;
9. antiques and collectors items;
10. sunglasses, eye glasses, 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) \$250 per article.

A combined maximum of \$500 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.

The Company will reimburse You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement.

The Company will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Covered Trip and if You have complied with all credit card conditions imposed by the credit card companies.

**For Baggage Delay:** If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or

misdirection. Receipts for the purchases must accompany any claim.

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

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 Schedule and Coverages.

## 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.

**"Company"** means United States Fire Insurance Company.

**"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.

**"Cruise"** means any prepaid sea arrangements.

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

**"Dependent Child(ren)"** means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily

dependent on You for support and maintenance.

**"Domestic Partner"** means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage, or as otherwise defined according to the laws of Your state of residence.

**"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.

**"Effective Date"** means the date and time Your coverage begins, as outlined in the Insuring Provisions section of the policy.

**"Family Member"** means Your 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; mother-in-law; father; father-in-law; step-parent; Domestic Partner.

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

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

**"Injury" or "Injuries"** means accidental bodily injuries: (a) received while insured under the Policy and any attached coverages; (b) resulting in loss independently of sickness and all other causes; and (c) not excluded from coverage.

**"Insured"** means the person(s) named on the manifest and for whom the required premium has been paid. Insured also means "You" and "Your"

**"Intoxicated"** mean a blood alcohol level that equals or

exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**"Legally Qualified Physician"** means a physician 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 Schedule and Coverages.

**"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.

**"Natural Disaster"** means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.

**"Pre-existing Condition"** means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or Your and/or 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.

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

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

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

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

**"Terrorist Incident"** means an incident deemed an act of terrorism by the U.S. Government.

**"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 Covered Trip.

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

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

### SECTION III. INSURING PROVISIONS

Insured's Term of Coverage:

**For Trip Cancellation:** Coverage begins on the Effective Date. 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.

All coverage under the policy will be extended, if: (a) Your entire Trip is covered by the policy; and (b) Your return is delayed by covered reasons specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

### SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
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;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. due to normal childbirth, normal pregnancy (except for complications of pregnancy);
12. due to a mental or nervous condition, unless hospitalized;
13. for dental treatment (except as a result of Accidental Injury to sound natural teeth);

14. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Schedule and Coverages: or;
15. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto;
16. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage.

**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 him or her 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**

**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 You.

**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, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

**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.

## STATE EXCEPTIONS

**ARKANSAS:** The Provision entitled "Legal Actions" is amended so that the "three year" period reads "five years or within the time allowed by law".

**CONNECTICUT:** The following provision is hereby added to the certificate:

THIS LIMITED HEALTH BENEFITS PLAN DOES NOT PROVIDE COMPREHENSIVE MEDICAL COVERAGE. IT IS A BASIC OR LIMITED BENEFITS POLICY AND IS NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS PLAN IS NOT DESIGNED TO COVER THE COSTS OF SERIOUS OR CHRONIC ILLNESS. IT CONTAINS SPECIFIC DOLLAR LIMITS THAT WILL BE PAID FOR MEDICAL SERVICES WHICH MAY NOT BE EXCEEDED. IF THE COST OF SERVICES EXCEEDS THOSE LIMITS, THE BENEFICIARY AND NOT THE INSURER IS RESPONSIBLE FOR PAYMENT OF THE EXCESS AMOUNTS. THE SPECIFIC DOLLAR LIMITS WILL BE PROVIDED TO YOU WHEN COVERAGE IS ELECTED.

Upon request, the master policy will be made available to any Certificateholder.

In the event of any cancellation of the master policy, adequate notice will be given to all certificate holders.

The Subrogation Provision is hereby revised as follows:

**Subrogation: AS PERMITTED BY LAW:** 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. An Insured 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 an Insured recovers damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

Exclusion #9 is hereby deleted and replaced with the following: received as a result or consequence of the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and

Control Act of 1970, as now or hereafter amended, unless as prescribed by is physician for You.

Exclusion # 12 is hereby deleted in its entirety.

Exclusion # 15 is hereby deleted in its entirety.

The provision entitled "Excess Provision" has been deleted in its entirety.

The definition of Medical Necessity is hereby added as follows: "Medical Necessity or Medically Necessary" means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (1) In accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and (3) not primarily for the convenience of the patient, physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For the purposes of this section, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

The definition of Pre-existing condition is amended to read: "Pre-existing Condition" means coverage that is excluded for twelve months following Your effective date of coverage for conditions, whether physical or mental, for which medical advise, diagnosis, care or treatment was recommended or received during the six months immediately preceding the effective date of coverage.

The following additional benefits apply to Connecticut residents. Benefits are subject to this Certificate's Policy Year, and Lifetime Maximum Benefits, Exclusions, Limitations and all other certificate provisions.

1. **Accidental Ingestion of Controlled Drugs** - Benefits will be paid for emergency medical care related to the accidental ingestion or consumption of a controlled

drug for up to 30 inpatient hospital days and \$500 of outpatient treatment each calendar year.

2. **Emergency ambulance services Coverage-** Coverage is provided for services whenever any person covered is transported when medically necessary by ambulance to a hospital. Such benefits shall be subject to any provision which applies to other services covered. Any payment for emergency ambulance services under coverage required by this section shall be paid directly to the ambulance provider rendering such service if such provider has complied with the provisions of this subsection and has not received payment for such service from any other source. Benefits payable will equal the lesser of: (1) Billed charges, or; (2) the applicable rate(s) published by the Connecticut Department of Public Health

**FLORIDA:** The Provision, Legal Actions is deleted and replaced with the following:

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 5 years after the time required for giving proof of loss. This 5-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.

**HAWAII:** The provision entitled "Arbitration" is deleted in its entirety.

Exclusion # 15 is hereby deleted in its entirety.

**IDAHO:** The definition of Hospital is amended to read:

**Hospital** means a provider that is a short-term, acute, general hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick person by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and

5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or d) a place for the treatment of pulmonary tuberculosis.

**ILLINOIS:**

1. The definition of Pre-existing Condition in the DEFINITIONS section is deleted and replaced with the following: "Pre-existing Condition" means any disease, illness, sickness, malady or condition of an Insured, or Traveling Companion, or Your and/or Traveling Companion's Family Member, or the Insured's Business Partner for which Medical advice, diagnosis, consultation, or treatment was received from a Legally Qualified Physician within 24-months prior to the effective date of coverage; or Symptoms existed within 12-months prior to the effective date of coverage which, in the opinion of a Legally Qualified Physician, would indicate that the disease, illness, sickness, malady or condition probably began and manifested itself prior to the effective date of coverage and would cause a reasonable person to seek diagnosis, care, or treatment.

2. The following statement is added to GENERAL CLAIM PROVISIONS, the section titled Time of Payment Of Claims: All claims will be paid within 30-days after receipt of due written proof of loss. If we have not paid the claim within this timeframe, we will pay interest at the rate of 9% from the 30<sup>th</sup> day after receipt of all necessary proof of loss, to the date of payment. We will not pay interest amounting to less than one dollar.

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

**MAINE:** The exclusion related to Terrorist Events is deleted in its entirety.

Exclusion # 15 is hereby deleted in its entirety.

**MISSISSIPPI:** The provision entitled "Legally Qualified Physician" is amended to read: "Legally Qualified

Physician" means a health care practitioner or a Christian Science Practitioner (a) other than an Insured, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a health care practitioner in the place where the services are rendered.

The provision entitled "Notice of Claim" is amended so that the "20 days" notice reads "30 days".

The provision entitled "Time of Payment of Claims" is amended to read: Benefits payable for any loss will be paid within 45 days after receipt of due written proof of such loss. Benefits due are overdue if not paid within 45 days after the Company or We receive proof of loss and the necessary information to adjudicate the claim and the necessary medical information and other information essential for Us to administer any coordination of benefits and subrogation provisions. If such information is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 45 days after the Company receives such proof. Any part or all of the remainder of the claim that is later supported by such proof is overdue if not paid within 45 days after the Company receives such proof. To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the claimant or beneficiary in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

If the claim is not denied for valid and proper reasons by the end of such period of 45 days, the Company must pay You interest on accrued benefits at the rate of one and one-half percent (1 ½ %) per month on the amount of such claim until it is finally settled or adjudicated.

In the event the Company fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest that may accrue as provided above and any other damages as may be allowable by law.

The Provision entitled "Physical Examination and Autopsy" is re-titled "Physical Examination" and amended to read:

Physical Examination: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company will bear all costs for this.

The provision entitled "Subrogation" is amended to read: Subrogation: To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. No subrogation will occur until You have been made whole for your damages.

**MISSOURI:** The definition of Hospital is amended to read:

**Hospital** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

The definition of Pre-existing Condition is amended to read: **Pre-Existing Condition** means any injury, sickness or condition of You, Your Traveling Companion, You or Your Traveling Companion's Family Member for which within the 60 day period prior to the effective date under the Group Policy such person received diagnosis or treatment for such injury, sickness or condition.

The Subrogation provision is deleted in its entirety.

The Legal Actions provision is amended to read:

**Legal Actions** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

Exclusion # 15 is hereby deleted in its entirety.

The section entitled "General Limitations and Exclusions" is amended as follows: The exclusions related to the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination or loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto are amended so that they do not apply if considered a Terrorist Act.

With regard to medical expenses, the "Payment of Claims" provision is amended by the addition of the following provision: If You utilize a public hospital or clinic, and such hospital or clinic submits a claim for benefits, whether or not such person has made an assignment of benefits, the Company will pay the benefits provided by the policy directly to the hospital or clinic. If, however, a claim for benefits provided by the policy is paid and then such public hospital or clinic files a claim for benefits, the Company will not be liable for the duplicate payment of such benefits to such hospital or clinic.

With regard to Proof of Loss for the medical expense benefits, the provision is amended to read: Proof of Loss: Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**MONTANA:** The definition of Sickness is amended to read: **Sickness** means an illness or disease, including pregnancy that is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under the Group Policy.

The following provision is added to the General Provisions section: **Conformity with Montana statutes:** The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which You reside on or after the effective date of this certificate.

In the General Limitations and Exclusions section, the exclusion related to pregnancy and childbirth is deleted in its entirety.

**NEW HAMPSHIRE:** The definition of "Family Member" is amended to read: "Family Member" means an Insured's or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); child placed for adoption with You or Traveling Companion; 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; mother-in-law; father; father-in-law; step-parent; Domestic Partner.

The definition of "Hospital" is amended to read: "Hospital" means (a) a place that operates according to law in the state where it is located; and 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: 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.

"Proof of Loss" is amended to read: 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.

**NEW YORK:** The following language is amended to read:  
**COVERAGE C**  
**ACCIDENT MEDICAL EXPENSE**

This Coverage C Benefit is provided only if shown as covered on the Schedule and Coverages.  
For purposes of this benefit:  
"Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or

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

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of an accidental Injury which occurs during the Covered Trip. Only Covered Expenses incurred during the Covered Trip will be reimbursed. Expenses incurred after the Covered Trip are not covered. Benefits will include expenses for emergency dental treatment due to accidental Injury 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, because of a covered accidental Injury. The authorized travel assistance company will coordinate advance payment to the Hospital.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy. The Company will pay benefits as applicable to this program for such mandates. The Maximum Benefit Amount is shown in the Schedule and Coverages.

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

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

For purposes of this benefit:  
"Covered Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or

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

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

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.

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy. The Company will pay benefits as applicable to this program for such mandates.

The Maximum Benefit Amount is shown in the Schedule and Coverages.

**Definitions:**

**"Hospital"** means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;

- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x(k));
- (f) is duly licensed by the agency responsible for licensing such hospitals; and

Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

**"Pre-Existing Condition"** means the existence of symptoms in You, Your Traveling Companion, You or Your Traveling Companion's Family Member that would ordinarily cause a prudent person to seek diagnosis, care or treatment within a 60 day period preceding the effective date of Your coverage, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 180 day period preceding the effective date of Your coverage.

**SOUTH CAROLINA:** The provision entitled "Legal Actions" is amended so that the "three year" period reads "six years".

The provision entitled "Subrogation" is amended to read:

**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 for not more than the amount of insurance benefits that the Company has paid previously in relation to Your Injury by the liable Third Party. An Insured 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 an Insured recovers damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's

previous payment for the loss. Attorneys' fees and costs must be paid by the Company from the amounts recovered.

The provision entitled "Time of Payment of Claims" is amended to read:

**Time of Payment of Claims:** The Company or its designated representative will pay the claim within 60 days after receipt of acceptable proof of loss.

**VERMONT:** The following disclosure is added to the certificate as follows:

THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. READ YOUR CERTIFICATE CAREFULLY.

The following provision is added to the General Provisions section:

Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

Exclusion # 15 is hereby deleted in its entirety.

It is understood that policy definitions and provisions designating

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your spouse
- family member

and any other policy or certificate definitions and provisions designating an insured under this certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

In the General Limitations and Exclusions section, the exclusion related to racing is amended to include "only when racing in a professional capacity".

In the General Limitations and Exclusions section, the exclusions relating to mountaineering, skydiving, hang gliding, bungee cord jumping, scuba diving and the exclusion related to device, weapon or material employing

or involving chemical, biological, radiological or similar agents are deleted in their entirety.

**WEST VIRGINIA:** The following exclusions are amended to read as follows:

7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;

16. due to a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage.

**WISCONSIN:** The provision entitled "Subrogation" is amended to read:

**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. An Insured 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 an Insured recovers 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. No subrogation will take place until You are made whole.

In the General Limitations and Exclusions section, the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents is deleted in its entirety.

**WYOMING:** The provision entitled "Legal Actions" is amended so that the "three year" period reads "four years".