Travallama Insurance Brokers LLC

Exclusive Student-Group Plan

Sample Policy Wording

Sample policy wording for review. Not an offer of insurance and not a contract. Underwritten by a licensed U.S. insurance company; insurer name withheld.

Declarations Page: Individual Travel Insurance

Policy Number: 7912403

Student Travel Protection Plan

Item: 1. Insured: Refer to Confirmation of Coverage

Item: 2. Additional Travelers Covered or Family Members:
Refer to Confirmation of Coverage

Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage

All Other Benefits: Scheduled Date of Departure

Item: 4. Trip Departure Date: Refer to Confirmation of Coverage

Item: 5. Trip Return Date: Refer to Confirmation of Coverage. Not to exceed beyond 90 days from Trip Departure Date

Item: 6. Trip Cost: N/A

December 1, 2023

President

Date

Individual Travel Insurance Policy
Student Travel Protection Plan

In return for the payment of premium, **We** agree to pay the benefits of this **Policy** to the **Insured** for **Covered Loss** subject to the terms and conditions of this **Policy**.

This **Policy** is governed by the laws of the state in which it is delivered. Coverage may not be available in all states.

TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE

The **Insured** has the right to examine coverage upon receipt of his/her **Policy**. If he/she is not satisfied for any reason, he/she may return his/her **Policy**, within 21 days after receipt, to **Us**, **Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this **Policy**, this **Policy** and the **Insured's** coverage under this **Policy** will be voided from the outset of coverage and premium will be refunded accordingly.

THIS INSURANCE PROVIDES SHORT-TERM TRAVEL RELATED INSURANCE AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE **SCHEDULE** FOR WHICH A PREMIUM WAS PAID.

THIS **POLICY** CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS **POLICY** AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

IN WITNESS WHEREOF, **We** have executed and attested these presents and, where required by law, have caused this document to be countersigned by **Our** duly authorized representative(s).

President

Corporate Secretary

PLEASE READ THIS DOCUMENT CAREFULLY

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SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

Benefits	**Maximum Covered Amount per Insured / Deductible per Insured**
A. Travel Inconvenience Plan	
1. Pre-Departure Trip Cancellation Benefit Per Person Occupancy Benefit	Up to 100% of **Trip Cost** to a maximum of $12,000 Up to 100% of **Trip Cost** to a maximum of $12,000
2. Post-Departure Trip Interruption Benefit Return Air Only Benefit	Up to 150% of **Trip Cost** to a maximum of $18,000 Up to $1,000
3. Travel Delay Benefit	$1,000 (subject to $250 per day)
4. Baggage and Personal Effects Benefit* Per Item Limit * Items subject to Special Limitations	$1,000 $250 per item $500
5. Baggage Delay Benefit Sporting Equipment Delay Benefit	$250 $600
6. Cancel for Any Reason Benefit *(optional upgrade)*	Up to 75% of **Trip Cost** to a maximum of $7,500
7. Missed Connections for Air and Cruises Only Benefit	$500
B. Emergency Evacuation And Repatriation Plan	
1. Emergency Evacuation and Repatriation Benefit	$150,000
2. Security Evacuation Benefit	$150,000
C. Emergency Medical Expense Plan	
1. Emergency Medical Expense Benefit Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit	$25,000 $15,000
2. Emergency Dental Expense Benefit	$500
D. Accident Plan	
1. Accidental Death Benefit	$50,000
2. Accidental Dismemberment Benefit	$50,000
E. Extra Coverage	
1. Waiver of the Pre-Existing Condition Exclusion	

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

A. EFFECTIVE DATE: No coverage for an **Insured** under this **Policy** is in effect until:

1. the day after the premium for the **Insured's** coverage is received by **Us**, the **Administrator**, or **Our** authorized representative.

B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.

C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:

1. the completion date of the **Covered Trip**;
2. the **Scheduled Date of Return**;
3. the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
4. cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

D. EXTENSION OF COVERAGE: All coverage under this **Policy** will be extended if:

1. the **Insured's** entire **Covered Trip** is covered by this **Policy**; and
2. the **Insured's** return is delayed by unavoidable circumstances beyond his/her control.

This extension of coverage will terminate the earlier of:

a. the date the **Insured** reaches his/her originally scheduled return **Destination**; or

b. seven days after the **Scheduled Date of Return**.

In no event will coverage be extended due to voluntary reasons without prior consent from the **Administrator**.

Termination will not negate a claim already pending.

SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

A. TRAVEL INCONVENIENCE PLAN

1. PRE-DEPARTURE TRIP CANCELLATION BENEFIT

The **Insured's** coverage under the Pre-Departure Trip Cancellation Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

We will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, if the **Insured** is prevented from taking his/her **Covered Trip** due to the **Insured's**, or the **Insured's Family Member's** or **Traveling Companion's** or **Business Partner's Sickness**, **Covered Injury**, or death; for: (i) the amount of **Payments**

and Deposits that the **Insured** paid for his/her **Covered Trip** (reimbursement of **Payments and Deposits** is limited to the published cancellation penalties that the **Insured** was subject to at the time of the cancellation of a **Covered Trip**); up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

If the **Insured** is prevented from taking his/her **Covered Trip** due to one of the **Other Covered Events**, **We** will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, for the amount of **Payments and Deposits** that the **Insured** paid for his/her **Covered Trip**, less any refund paid or payable, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

We will reimburse the **Insured** this Pre-Departure Trip Cancellation Benefit, only if the **Sickness**, or **Covered Injury**, or death, or **Other Covered Event** occurs before departure of the **Insured's Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination or treatment by a **Physician** and (ii) in the written opinion of the treating **Physician**, be so disabling as to prevent the **Insured** from taking his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

Additional Pre-Departure Trip Cancellation Benefits:
The following benefits are not in addition to, and included within, the Pre-Departure Trip Cancellation Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Per Person Occupancy Benefit
We will reimburse the **Insured** for additional costs as a result of a change in the per person occupancy rate for prepaid travel arrangements, up to the Per Person Occupancy Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**, if a **Traveling Companion's Covered Trip** is canceled for a **Covered Loss** and the **Insured's Covered Trip** is not canceled.

2. POST-DEPARTURE TRIP INTERRUPTION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post-Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if:

a. the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured**'s, or the **Insured**'s **Family Member's** or **Traveling Companion's** or **Business Partner's Sickness**, or **Covered Injury**, or death; or

b. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured's Family Member, Traveling Companion or Business Partner**.

We will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness**, **Covered Injury**, or death, or **Other Covered Event** commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination or treatment by a **Physician** at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

We will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, due to

the **Insured's**, or the **Insured**'s **Family Member's, Traveling Companion's Sickness or Business Partner**, **Covered Injury** , or death; less any refund paid or payable, for unused land or water travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**) or the unused portion of the amount of **Payments and Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

(1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or

(2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare (or the equivalent class of the **Insured's** original tickets) by the most direct route less any refund paid or payable for the **Insured's** unused original tickets.

We will reimburse a Post-Departure Trip Interruption Benefit, due to one of the **Other Covered Events**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if: (i) the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure**; or (ii) the **Insured** is unable to continue on his/her **Covered Trip** after the he/she has departed on his/her **Covered Trip**.

Return Air Only Benefit
We will reimburse the **Insured** a Return Air Only Benefit, for the additional transportation expenses incurred to reach the return **Destination** due to a **Covered Loss**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. However, the benefit payable will not exceed the cost of economy airfare (or the same class as the **Insured's** original seating class level of airfare) less any refund paid or payable and taken by the most direct route.

3. TRAVEL DELAY BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Travel Delay Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured's Covered Trip** is delayed for six consecutive hours or more, **We** will reimburse the **Insured** a Travel Delay Benefit, for reasonable additional expenses incurred by the **Insured** for lodging arrangements, meals, telephone calls and local transportation while the **Insured** is delayed, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** will not reimburse benefits for expenses incurred after travel becomes possible to continue on the **Insured's Covered Trip**.

In order for benefits to be reimbursable, any Travel Delay must be caused by or result from:

a. **Common Carrier** delay;

b. loss or theft of the **Insured's** passport(s), travel documents or money;

c. **Quarantine**;

d. hijacking;

e. **Natural Disaster**;

f. **Adverse Weather Conditions**;

g. a documented traffic accident while the **Insured** is en route to his/her departure;

h. unannounced **Strike**;

i. a civil disorder;

j. **Covered Injury** or **Sickness** of the **Insured** or the **Insured's Family Member** traveling with the **Insured**, or **Traveling Companion**; or

k. death of the **Insured**, the **Insured's Family Member** traveling with the **Insured**, or **Traveling Companion**.

4. BAGGAGE AND PERSONAL EFFECTS BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage and Personal Effects Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse the **Insured** for a Baggage and Personal Effects Benefit, for direct loss, theft, damage or destruction of his/her **Baggage** during the **Insured's Covered Trip**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, provided the **Insured** takes all reasonable measures to preserve, protect or recover the **Baggage**. **We** will reimburse the **Insured** the cost to reissue his/her passports or visas if they are lost, stolen, damaged or destroyed during the **Insured's Covered Trip**. **We** will also pay for loss due to unauthorized use of the **Insured's** credit cards that are not forgiven or otherwise waived by the applicable credit card companies, if the **Insured** has complied with all of the credit card conditions imposed by the credit card companies.

Valuation and Payment of Loss
Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value**. For items without receipts, payment of loss will be calculated based upon 50% of the **Actual Cash Value** or 50% of the replacement cost at the time of loss, whichever is less. At **Our** option, **We** may elect to repair or replace the **Insured's Baggage**.

We may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will, solely at **Our** discretion: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.

Items over $250 must be accompanied by original receipts. **We** will pay the lesser of:

a. the cash value (original cash value less depreciation) as determined by **Us**; or,

b. the cost of replacement.

Items Subject to Special Limitations
We will not pay more than $500 (or the Baggage and Personal Effects Benefit limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. For purposes of this Special Limitation of this Benefit, the loss of such items will be considered a one total combined loss and not separate losses for each separate item such that a single Special Limitation Maximum Covered Amount per **Insured** will apply to the total loss of such items.

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

The Insured's Duties in the Event of a Loss
In case of loss, theft or damage to **Baggage** and **Personal Effects**, the **Insured** must: (i) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police, or other local authorities and obtain their written report of his/her loss; and (ii) take reasonable steps to protect his/her **Baggage** from further damage, and make necessary, reasonable and temporary repairs. **We** will reimburse the **Insured** for these expenses. **We** will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

5. BAGGAGE DELAY BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage Delay Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured's Baggage** is delayed or misdirected for 12 hours or more, **We** will reimburse the **Insured** a Baggage Delay Benefit, for: (i) the cost of reasonable additional clothing and personal articles purchased or rented by the **Insured** during the **Covered Trip**, and (ii) the expenses incurred during the **Insured's Covered Trip** to expedite the return of the **Insured's** delayed or misdirected **Baggage**; up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. Coverage for Baggage Delay Benefits terminates upon the **Insured's** arrival at the return **Destination** of his/her **Covered Trip**.

Additional Baggage Delay Benefits:
The following benefit is in addition to, and not included within, the Baggage Delay Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Sporting Equipment Delay Benefit
If the **Insured's Covered Trip** is delayed for 24 hours or more, **We** will reimburse the **Insured** a Sporting Equipment Delay Benefit for expenses to rent sporting equipment, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if the **Insured's** sporting equipment is delayed, while on a **Covered Trip**. Receipts for the expenses incurred must be submitted for reimbursement, along with written proof that the **Insured's** sporting equipment was delayed.

6. CANCEL FOR ANY REASON BENEFIT *(optional upgrade)*

The **Insured's** coverage under the Cancel For Any Reason Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

If the **Insured** cancels his/her **Covered Trip** for any reason not otherwise covered by this **Policy**, **We** will reimburse the **Insured** a Cancel For Any Reason Benefit, for the **Payments and Deposits** the **Insured** paid for his/her **Covered Trip**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, provided:

a. the **Insured's** premium for the coverage and **Application** is received with or before the **Final Payment** due date for his/her **Covered Trip**;

b. the **Insured** is not disabled from travel at the time the **Insured** pays his/her premium;

c. the **Trip Cost** per person is no more than $10,000; and

d. the **Insured** cancels his/her **Covered Trip** two days or more before his/her scheduled **Covered Trip** departure.

7. MISSED CONNECTIONS FOR AIR AND CRUISES ONLY BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Missed Connections For Air and Cruises Only Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse the **Insured** a Missed Connections For Air and Cruises Only Benefit, for reasonable additional lodging arrangements, meal expenses, and the unused portion of the **Insured's** travel arrangements, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if he/she misses his/her air connection or **Cruise** departure as the result of a documented traffic accident while the **Insured** is en route to his/her departure, the cancellation of or the delay of three hours or more of all regularly scheduled departure times due to mechanical breakdown of the **Common Carrier** or due to **Adverse Weather Conditions**

B. EMERGENCY EVACUATION AND REPATRIATION PLAN

1. EMERGENCY EVACUATION AND REPATRIATION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Emergency Evacuation And Repatriation Benefit will take effect on the **Scheduled Date of Departure**.

We will pay the **Insured** an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Sickness** that first manifests itself or a **Covered Injury** that occurs while on a **Covered Trip**; (iii) the **Insured** must first receive treatment during his/her **Covered Trip**; and (iv) benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any **Other Valid and Collectible Insurance** in effect for the **Insured** or in accordance with a Coordination of Benefits provision in jurisdictions where excess coverage provisions are not permitted.

The following are Covered Expenses under this Emergency Evacuation and Repatriation Benefit:

a. expenses incurred by the **Insured** for **Physician**-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable **Hospital** if the onsite attending **Physician** certifies that the **Insured** is medically able to travel when the **Insured** is critically **Sick** or **Injured** and no suitable local care is available, subject to **Our** or the **Assistance Provider's** prior approval;

b. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a **Hospital** or to the **Insured's Home** when deemed medically necessary by the attending **Physician**, subject to **Our** or the **Assistance Provider's** prior approval;

c. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of **Hospitalization** for one person chosen by the **Insured**, provided that the **Insured** is traveling alone and is **Hospitalized** for more than 3 days;

d. expenses for transportation not to exceed the cost of one-way economy class air fare to the **Insured's Home**, including escort expenses, if the **Insured** is 17 years of age or younger and left unattended due to the death or **Hospitalization** of an accompanying adult(s), subject to **Our** or the **Assistance Provider's** prior approval;

e. expenses for one-way economy class air fare (or **We** will match the class of the original tickets) to the **Insured's Home**, from a medical facility to which the **Insured** was previously evacuated, less any refund paid or payable from the **Insured's** unused transportation tickets, if these expenses are not covered elsewhere in this **Policy**;

f. repatriation expenses for preparation and air transportation of the **Insured's** remains to his/her **Home**, or up to an equivalent amount for a local burial in the country where death occurred, if the **Insured** dies while outside the United States of America. Covered Expenses under this benefit include the reasonable and customary expenses for: (i) embalming; (ii) cremation; (iii) the most economical coffins or receptacles adequate for transportation of the remains; and (iv) transportation of the remains, by the most direct and economical conveyance and route possible. The **Assistance Provider** must make all arrangements and authorize all expenses in advance for this benefit to be payable; and

g. expenses incurred for Companion Escort Services if an **Insured** is traveling with a **Traveling Companion** while on a **Covered Trip**, and due to **Sickness** or **Covered Injury** the **Insured** qualifies for medical evacuation, medical repatriation, non-medical repatriation or return of remains transportation or services. **We** or **Our Assistance Provider** will arrange for, and cover the cost for the **Traveling Companion** to join the **Insured** during the **Insured's** transport. **We** or **Our Assistance Provider** must pre-authorize such costs for this Companion Escort Service benefit to be payable. Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the appropriateness of the companion joining the **Insured** during the **Insured's** transport.

2. SECURITY EVACUATION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Security Evacuation Benefit will take effect on the **Scheduled Date of Departure**.

In order for this Security Evacuation Benefit to apply, the **Covered Trip Destination** must be more than 100 miles outside the **Insured's** country of **Primary Residence**.

If, as a result of an **Event** that takes place while the **Insured** is on a **Covered Trip**, the **Insured** requires extrication from a location in which he or she is traveling due to an **Imminent Physical Danger**, **We** or **Our Assistance Provider** will arrange for and pay on the **Insured's** behalf a Security Evacuation Benefit, for the **Transport** and **Related Costs** (including hotel/lodging, meals and, if necessary, physical protection for the **Insured**; but excluding personal comfort and convenience items) of the **Insured** to the **Nearest Place of Safety**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** or **Our Assistance Provider** must be contacted prior to the **Transport** and **We** or **Our Assistance Provider** must pre-authorize the **Transport** for this Security Evacuation Benefit to be payable. Where a **Security Evacuation** becomes impractical because of hostile or dangerous conditions, **We** or **Our Assistance Provider** will make every effort to maintain contact with the **Insured**.

We or **Our Assistance Provider** will also arrange for, and pay on the **Insured's** behalf a Security Evacuation Benefit, for the **Transport** and **Related Costs** (including hotel/lodging, meals and, if necessary, physical protection for the **Insured**; but excluding personal comfort and convenience items) of the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, within 5 days of the **Insured's** extrication from a location in which he or she was traveling due to an **Imminent Physical Danger** back to the location in which the **Insured** was traveling, provided return is safe and permitted, or the **Insured's Primary Residence**.

Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the necessity of the extrication, the feasibility of the extrication and the appropriateness of the scheduling, as well as what mode of **Transportation**, special equipment and personnel are covered. The maximum amount **We** will pay for hotel/lodging and meals is $250 per day, up to a maximum of five day(s). **We** will pay this Security Evacuation Benefit only one time per **Event**.

Eligible **Security Evacuation** expenses are for **Transportation** and **Related Costs** to the **Nearest Place of Safety** necessary to ensure the **Insured's** safety and well-being as determined by the **Designated Security Consultant**. Benefits will also be payable for **Transportation** and **Related Costs** within 14 days of the **Security Evacuation** to one of these locations as chosen by the **Insured**:

a. back to the **Host Country** if return is safe and permitted;

b. to the **Insured's Home Country**; or

c. to the **Insured's** return **Destination**.

Security Evacuation Benefits will be payable for consulting services by **Designated Security Consultant** for seeking information on **Missing Person** or kidnapping cases if the **Insured** is deemed kidnapped or a **Missing Person** by local or international authorities. This benefit is subject to the Security Evacuation Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**. The **Assistance Provider** must make all arrangements and must authorize all expenses in advance of any benefit being payable. We are not responsible for the availability of **Transport** services. Where a **Security Evacuation** becomes impractical because of hostile or dangerous conditions, a **Designated Security Consultant** will endeavor to maintain contact with the **Insured** until a **Security Evacuation** becomes viable.

Specific Waiver of Liability for Security Evacuation Benefit:
If the **Insured** requests this benefit, the **Insured** understands that **We** and any affiliated party offering this benefit, do not accept any liability from the **Security Evacuation** situation, and the **Insured** and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to **Us** or any **Security Evacuation** team, company, entity, and volunteer, for **Injuries**, stress, death, disablement, **Sickness**, or any claim, reason, or cause whatsoever from any **Security Evacuation** used to attempt to reach the **Insured**, assist the person, or respond in any way to the **Insured's Security Evacuation**, regardless of whether the **Security Evacuation** was ever initiated, canceled, delayed, misdirected, or unable to locate, rescue, or stabilize the **Insured**. If any part of this Waiver is held invalid, it does not invalidate the other parts or any other parties' waivers.

Definitions:
For purposes of this Section III. B. 2. Security Evacuation Benefit only, the following definitions apply:

Advisory means a formal recommendation by the **Appropriate Authorities** that the **Insured** or citizens of his/her **Home Country** or citizens of the **Host Country** leave the **Host Country**.

Appropriate Authority(ies) means the government authority(ies) in the **Insured's Home Country** or the government authority(ies) of the **Host Country**.

Designated Security Consultant means an employee of a security firm under contract to the **Assistance Provider** who is experienced in security and measures necessary to ensure the safety of the **Insured(s)** in his/her care.

Event means any of the following situations in which the **Insured** finds himself or herself while on a **Covered Trip**:

a. expulsion from a location in which the **Insured** is traveling or being declared persona non-grata on the written authority of the recognized government of the location in which the **Insured** is traveling;

b. political, social, or military events involving the location in which the **Insured** is traveling that result in the appropriate government authority(ies) of the **Insured's** location of **Primary Residence** or the location in which the **Insured** is traveling issuing a formal recommendation that citizens of the **Insured's** country of **Primary Residence** or the country in which the **Insured** is traveling leave the location in which the **Insured** is traveling;

c. storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of

damage is officially declared a disaster area by the appropriate government authority(ies) of the location in which the **Insured** is traveling and such area is deemed to be **Uninhabitable** or dangerous;

d. confirmed (by documentation or physical evidence) attack or threat of attack against the **Insured's** health and safety by a third party; or

e. deemed kidnapped or a **Missing Person** by local or international authorities and, when found, the **Insured's** health or safety are in question within 5 day(s) of his/her being found.

Exempted Country means any of the following countries: Afghanistan, Belarus, Central African Republic, Crimea of Ukraine, Cuba, Ethiopia, Haiti, Iran, Iraq, Libya, Mali, North Korea, Russian Federation, Somalia, South Sudan, Syria, Ukraine, Yemen. **We** further reserve **Our** rights to modify this list upon 30 day(s) notice to the **Policyholder**.

Home Country means the country of citizenship of the **Insured**. If the **Insured** has dual citizenship, for the purposes of this benefit, his/her **Home Country** is the country of the passport he or she used to enter the **Host Country**.

Host Country means any country, other than an **Exempted Country**, in which an **Insured** is traveling while covered under this plan.

Imminent Physical Danger means the **Insured** is subject to possible physical injury or sickness that could result in grave physical harm or death.

Missing Person means an **Insured** who disappeared for an unknown reason and whose disappearance was reported to the **Appropriate Authority(ies)**.

Nearest Place of Safety means a location determined by the **Designated Security Consultant** where: (i) the **Insured** can be presumed safe from the **Event** that precipitated the **Insured's Security Evacuation**; (ii) the **Insured** has access to **Transportation** to his/her **Home Country**; and (iii) the **Insured** has the availability of temporary lodging, if needed.

Related Costs means food, lodging and, if necessary, physical protection for the **Insured** during the **Transport** to the **Nearest Place of Safety**.

Security Evacuation means the extrication of an **Insured** from the **Host Country** due to an **Event** that results in the **Insured** being placed in **Imminent Physical Danger**.

Transport or **Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the **Insured's Common Carrier** tickets will be used.

Transport or **Transportation** means any land, sea or air conveyance required to transport the **Insured** during an emergency evacuation. **Transportation** includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Right of Recovery of Security Evacuation Benefits

If, after a **Security Evacuation** is completed, it becomes clear that the **Insured** was an active participant in the events that led to an **Event**, **We** have the right to recover all **Transportation** and **Related Costs** from the **Insured**.

C. EMERGENCY MEDICAL EXPENSE PLAN

1. EMERGENCY MEDICAL EXPENSE BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Emergency Medical Expense Benefit will take effect on the **Scheduled Date of Departure**.

We will pay the **Insured** an Emergency Medical Expense Benefit, for the Covered Expenses described below in this Emergency Medical Expense Benefit section, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule** for the following Covered Expenses incurred by the **Insured**, subject to the following: (i) Covered Expenses will only be payable at the **Usual and Customary** level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Sickness** that first manifests itself or a **Covered Injury** that occurs while on **a Covered Trip**; and (iii) the **Insured** must first receive treatment by a **Physician**, in person during his/her **Covered Trip**.

The following are Covered Expenses under this Emergency Medical Expense Benefit:

(1) expenses for the following **Physician**-ordered medical services: services of legally qualified **Physicians** and graduate nurses, charges for **Hospital** confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services incurred by the **Insured** that occurred during a **Covered Trip**; and

(2) expenses for a **Hospital Admission Guarantee Charge** or a **Medical Expense Guarantee Charge** if while traveling outside of the **Insured's** country of **Primary Residence** on a **Covered Trip**, the **Insured** suffers a medical emergency. **We** or **Our Assistance Provider** will pay on the **Insured's** behalf or reimburse up to the Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for actual expenses incurred for guarantee of payment to the **Hospital** or the medical provider.

The Insured's duties in the event of a Medical Expense:

(i) The **Insured** must provide **Us** with all bills and reports for medical expenses claimed.

(ii) The **Insured** must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance.

(iii) The **Insured** must sign a patient authorization to release any information required by **Us** to investigate his/her claim.

2. EMERGENCY DENTAL EXPENSE BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Emergency Dental Expense Benefit will take effect on the **Scheduled Date of Departure**.

We will pay the **Insured** an Emergency Dental Expense Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for the following Covered Expenses incurred by the **Insured**, subject to the following: (i) Covered Expenses will only be payable at the **Usual and Customary** level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Covered Injury** that occurs while on a **Covered Trip**; and (iii) the **Insured** must first receive treatment during his her **Covered Trip** by a **Dentist.**

The following are Covered Expenses under this Emergency Dental Expense Benefit:

a. expenses for emergency dental treatment incurred by the **Insured** during his/her **Covered Trip**.

The Insured's duties in the event of a Dental Expense:

(1) The **Insured** must provide **Us** with all bills and reports for dental expenses claimed.

(2) The **Insured** must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance.

(3) The **Insured** must sign a patient authorization to release any information required by **Us** to investigate his/her claim.

D. ACCIDENT PLAN

In the event of multiple covered benefits under this Accident Plan section of this **Policy**, **We** will pay one benefit, the benefit that offers the **Insured** the largest benefit.

1. ACCIDENTAL DEATH BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Death Benefit will take effect on the **Scheduled Date of Departure**.

If an **Insured** suffers a loss of life as a result of a **Covered Injury** while on a **Covered Trip**, **We** will pay the Accidental Death Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

2. ACCIDENTAL DISMEMBERMENT BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Dismemberment Benefit will take effect on the **Scheduled Date of Departure**.

If a **Covered Injury** to an **Insured** while on a **Covered Trip** results in any of the following **Covered Losses**, **We** will pay the percentage shown below. The **Covered Loss** must occur within 365 days of the **Covered Accident**.

The benefit amount is based on the Accidental Dismemberment Benefit Maximum Covered Amount per **Insured** shown in the **Schedule** for the person suffering the **Covered Loss**. If the **Insured** suffers more than one **Covered Loss** from one **Covered Accident**, **We** will pay only for the **Covered Loss** with the larger benefit.

The **Covered Loss** benefit is payable based on the following table.

Covered Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
Speech or Hearing	50%
One Hand; One Foot; or Sight of One Eye	50%

A reduced benefit will be payable equal to 50% of the applicable Accidental Dismemberment Benefit for dismemberment where the dismembered body part is surgically reattached, provided all other provisions

of this **Policy** are met. The balance of the applicable Accidental Dismemberment Benefit for such dismemberment will be paid if, after 365 days, the reattachment has failed to the extent that **Covered Loss of Use** then exists, provided all other provisions of this **Policy** are met.

Definitions:
For purposes of this Section III. D. 2. Accidental Dismemberment Benefit only, the following definitions apply:

Covered Loss means:

a. for a foot or hand, actual severance through or above the ankle proximal to the knee or actual severance through or above a wrist joint proximal to the elbow;

b. for thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits proximal to the wrist;

c. total and permanent loss of sight;

d. total and permanent loss of speech; or

e. total and permanent loss of hearing.

Covered Loss of Use means total paralysis of a **Limb** or **Limbs**, that has continued for 12 consecutive months and is determined by **Our** competent medical authority to be permanent, complete and irreversible.

E. EXTRA COVERAGE

1. WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION

The **Pre-Existing Condition** Exclusions for Emergency Medical Expense Benefit, Emergency Dental Expense Benefit, Emergency Evacuation and Repatriation Benefit, Pre-Departure Trip Cancellation Benefit, Post-Departure Trip Interruption Benefit, and Travel Delay Benefit, if included in this **Policy**, are waived provided the **Insured** meets the following requirements:

a. the **Insured**'s payment for this coverage is received at or before his/her **Final Payment** for his/her **Covered Trip**; and

b. the **Insured** is not disabled from travel at the time he/she pays his/her premium;

SECTION IV – GENERAL DEFINITIONS

Bold terms within this **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

Accident or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

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

Actual Cash Value means the lesser of an item's original purchase price less depreciation or the replacement cost of such item or an item of similar characteristic and quality.

Administrator means _____.

Adverse Weather Conditions means any severe weather conditions which prevents the **Insured** from reaching his/her **Destination** or delay the scheduled arrival and/or departure of a **Common Carrier**.

Application means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

Assistance Provider means the travel assistance provider approved or designated by **Us**.

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

Bankruptcy means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under the United States Bankruptcy Code.

Business Partner means a person who: (i) is involved with the **Insured** or the **Insured's Traveling Companion** in a business relationship, and (ii) is actively involved in the daily operation of the **Insured's** or the **Insured's Traveling Companion's** business.

Caregiver means an individual employed for the purpose of providing assistance with activities of daily living to the **Insured** or to a **Family Member** traveling with the **Insured** who has a physical or mental impairment. The **Caregiver** must be employed directly by the **Insured** or the **Family Member** traveling with the **Insured**. A **Caregiver** is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

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

Complications of Pregnancy means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. **Complications of Pregnancy** do not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Covered Accident means an **Accident** that results in a **Covered Loss**.

Covered Injury means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

Covered Loss means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

Covered Trip:

a. means:

(i) a period of round-trip travel away from **Home** to a **Destination** outside the **Insured's** city of residence at least 100 miles from the **Insured's Primary Residence**; the purpose of the trip is business or pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an **Insured** applies; the trip does not exceed 90 days, or

(ii) a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when coverage is elected; and the trip does not exceed 90 days.

Cruise means any prepaid cruise ship arrangements made by the **Insured**.

Deductible means the amount shown in the **Schedule** for which an **Insured** is responsible, and such amount will be deducted from any payment made by **Us** for a **Covered Loss**.

Destination means any place where the **Insured** expects to travel to on his/her **Covered Trip**.

Dentist means someone who is licensed and legally entitled to practice dentistry or dental surgery who is not the **Insured**, a **Traveling Companion**, any member of the **Insured's** immediate family, or any member of the **Sick** or **Injured** person's immediate family.

Domestic Partner means a person who qualifies as a **Domestic Partner** under the law of the state of residence and who meets the following requirements:

a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and

b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC).

Family Member means the **Insured's Spouse**, ex-**Spouse**, **Fiancé**, **Fiancé's** child, child, **Spouse's** child, **Caregiver**, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, **Key Person**, foster child, or ward.

Felonious Assault means an act of violence against the **Insured**, a **Traveling Companion**, or a **Family Member** that requires medical treatment in a **Hospital**. The act may not be inflicted by the **Insured**, a **Traveling Companion**, or a **Family Member** of either the **Insured** or the **Insured's Traveling Companion**.

Fiancé means a person who has documented proof indicating the intent to enter into a legal marriage with the **Insured** at the time of the effective date of the applicable coverage under this **Policy**.

Final Payment means the last payment prior to the **Scheduled Date of Departure** that is applied against the balance due for the **Covered Trip**.

Financial Insolvency means total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Home means the **Insured's Primary** or secondary **Residence**.

Hospital means an institution that:

a. operates pursuant to applicable local laws and regulations governing such facilities;

b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;

c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and

d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

Hospital does not mean any institution or part thereof that is used primarily as:

(1) a nursing home, convalescent home, or skilled nursing facility;

(2) a place of rest, custodial care, or for the aged;

(3) a clinic; or

(4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

(i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and

(ii) listed in the American Hospital Association Guide as a general hospital.

Hospitalized or Hospitalization means admitted to a **Hospital**.

Hospital Admission Guarantee Charge means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured's** admission to that **Hospital**.

Inaccessible means an **Insured** cannot reach his/her **Destination** by the original mode of transportation.

Injured, **Injury** or **Injuries** means a bodily injury or injuries and is not limited to accidental bodily injuries.

Insured means any person who is covered under this **Policy,** who has arranged to take a **Covered Trip**, and who is a citizen or resident of the United States of America.

Key Person means an employed **Caregiver** of a legal dependent.

Limb means an arm or a leg.

Medical Expense Guarantee Charge means any charge or expense made by a medical provider other than a **Hospital** prior to and as a condition of **Insured** being provided with the medical service or treatment by that provider.

Natural Disaster means flood, hurricane, tornado, earthquake, volcano, wildfires, inclement weather or blizzard that renders the **Insured's Common Carrier** unable to provide a travel service due to a shutdown of all local airports for a duration of greater than 6 hours.

Personal Effects means items such as clothing and toiletry items that are included in the **Insured's Baggage** and are required for the **Insured's Covered Trip**

Normal Pregnancy means a pregnancy that is not considered a **Complication of Pregnancy**.

Other Covered Event means an unforeseeable event or its consequences that:

(i) is outside of the **Insured's** control and outside of the control of the **Insured's Family Member** traveling with the **Insured**, **Traveling Companion**, or **Business Partner**;

(ii) prevents the **Insured** or the **Insured's Family Member** traveling with the **Insured**, **Traveling Companion**, or **Business Partner** from traveling on or continuing his/her **Covered Trip**; and

(iii) occurs while coverage is in effect under this **Policy**,

and includes only the following unforeseeable events or their consequences that occur to the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** or **Business Partner**:

a. **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:

(1) the scheduled carrier connecting times must meet airline legal minimum connect times;

(2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

(3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 48 consecutive hours;

b. arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; or organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:

(1) the scheduled carrier connecting times must meet airline legal minimum connect times;

(2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

(3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 48 consecutive hours;

c. arrangements canceled by an airline, cruise line, rental car company, hotel, condominium, or motor coach company resulting from **Financial Insolvency** provided that:

(1) the **Insured's** premium for this coverage was prior to or within prior to or with **Final Payment** for his/her **Covered Trip**; and

(2) the **Financial Insolvency** occurs more than 14 days following the **Insured's** effective date for Pre-Departure Trip Cancellation Benefit;

d. being directly involved in a documented traffic accident while en route to the **Insured's** departure;

e. being hijacked, kidnapped or **Quarantined;**

f. being required to serve on a jury or required by a court order to appear as a witness in a legal action, provided the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** or **Business Partner** is not: (i) a plaintiff or defendant in the legal action, or (ii) appearing as a law enforcement officer or attorney;

g. the **Insured's Home** is made **Uninhabitable** or **Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster;

i. being the victim of a **Felonious Assault** or having the **Insured's Home** vandalized or burglarized within 14 days of the **Scheduled Date of Departure** or during the **Insured's Covered Trip**;

j. documented theft of passports or visas;

k. a **Terrorist Act** (or acts) in the **Scheduled Trip Departure City** or within 30 miles of the **Scheduled Trip Departure City** of his/her **Covered Trip** occurring on, or within 30 days prior to the **Scheduled Date of Departure**, or a **Terrorist Act** (or acts) occurring within 30 days prior to the **Insured's** arrival, or during his/her stay in a city or within 30 miles of a city, that is a scheduled **Destination** during the **Insured's Covered Trip;**

l. **Insured's Accommodation** at **Destination** made **Uninhabitable or Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster so as to prevent the **Insured** from reaching his/her **Destination** or continuing on his/her **Covered Trip**. To cancel or delay the arrival on the **Insured's Covered Trip**:

(1) the **Insured's Accommodation** must be **Uninhabitable** or **Inaccessible** on the **Scheduled Date of Departure**;

(2) the **Insured's Accommodation** must be **Uninhabitable** or **Inaccessible** for a minimum of 24 hours; and

(3) the time and date that the **Accommodation** first becomes **Uninhabitable or Inaccessible** must commence no more than 10 days prior to his/her **Scheduled Date of Departure**.

To interrupt the **Insured's Covered Trip**:

(1) the **Accommodation** must be **Uninhabitable or Inaccessible** for a minimum of 24 hours; and

(2) the **Insured** must have seven days or 75% or less remaining on his/her **Covered Trip** at the time and date the **Accommodation** first becomes **Uninhabitable or Inaccessible**;

m. a **Family Member** who was to provide **Accommodations** for the **Insured** during a **Covered Trip** can no longer do so due to the hosting **Family Member's** life-threatening **Sickness**, **Covered Injury**, or death;

n. the **Insured**'s, or the **Insured's Traveling Companion's** or traveling **Family Member's** approved, written military leave is involuntarily revoked as a result of being temporarily or permanently reassigned, being called to active military reserve, or an extension of deployment beyond a defined tour of duty. All leave must be approved prior to the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Full or partial mobilization or mass reassignment of Armed Forces, invocation of the War Powers Act, base or unit mobilization is not covered; and

o. the **Insured's** or one of the **Insured's** parents'/parent's involuntary termination of employment or layoff that occurs more than 14 days after the effective date of the applicable coverage under this **Policy**. The **Insured** or one of the **Insured's** parent(s) must have been continuously employed with the same employer for one year prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors, or self-employed persons.

Pandemic means an **Epidemic** over a wide geographic area that affects a large portion of the population.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

Payments and Deposits mean the prepaid non-refundable amounts actually paid to the **Travel Supplier** for the **Insured's Covered Trip**. **Payments and Deposits** also mean the amount paid by the **Insured** for the **Covered Trip** that may be done by cash, check, credit card, prepaid vouchers or similar form of payment. The amount includes incurred change fees and administrative fees. **Payments and Deposits** or portions of **Payments and Deposits** satisfied by non-paid vouchers, non-paid certificates or discounts are not considered **Payments and Deposits** under this **Policy**. Payments for cultural, religious, wedding, business and trade event planning and services are not **Payments and Deposits**.

Physician means a person who is:

a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;

b. licensed to practice in the jurisdiction where care is being given;

c. practicing within the scope of that license referenced in b. above; and

d. not related to the **Insured** by blood, marriage, or adoption.

Policy means this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

Pre-Existing Condition means a sickness, disease, or other condition during the 180 day period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or

b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

Primary Residence means an **Insured's** fixed, permanent and main home for legal and tax purposes.

Quarantine means the **Insured** is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the **Insured** either having, or being suspected of having, a contagious disease, infection or contamination while the **Insured** is traveling, An embargo preventing the **Insured** from entering a country is not a **Quarantine**.

Schedule means the schedule in SECTION I – SCHEDULE OF BENEFITS.

Scheduled Date of Departure means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Scheduled Date of Return means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

Scheduled Trip Departure City means the city from which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Sickness or **Sick** means a sickness, illness or disease, that impairs the normal functions of the body and that requires examination and treatment by a **Physician**.

Spouse means the **Insured's** legally married spouse.

Strike means a stoppage of work that: (i) is an unannounced labor disagreement, (ii) interferes with the normal departure and arrival of a **Common Carrier**, and (iii) the **Insured's** Pre-Departure Trip Cancellation Benefit coverage must be effective prior to when the strike is foreseeable. A **Strike** is foreseeable on the date labor union members vote to approve a **Strike**.

Terrorist Act means an act of violence other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

Travel Supplier means the tour operator, hotel, rental company, cruise line or airline, and similar companies that provides prepaid travel arrangements for the **Insured's Covered Trip**.

Traveling Companion means a person accompanying the **Insured** on the **Covered Trip.** A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

Trip Cost means the dollar amount of **Covered Trip Payments and Deposits** paid by the **Insured** prior the **Schedule Date of Departure** that is subject to cancellation penalties or restrictions. **Trip Cost** also includes the cost of any subsequent arrangement added to the **Insured's Covered Trip**.

Uninhabitable means not suitable for human occupancy in accordance with local public health or safety guidelines.

Usual and Customary means the common charge made by other health care providers in the same locality for the treatment furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **We** or **Our Assistance Provider** will determine the amount based upon:

a. the complexity involved;

b. the degree of professional skill required; and

c. any other pertinent factor.

We or **Our Assistance Provider** will make the final determination of what is **Usual and Customary** based on all the circumstances.

We, **Us**, and **Our** means the insurance company that issues this Policy.

SECTION V – GENERAL EXCLUSIONS

Notwithstanding any other term, condition or provision under this **Policy**, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

We will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member**, **Traveling Companion**, **Business Partner** for the following:

a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO). This exclusion does apply to the Emergency Evacuation and Repatriation Plan Benefit;

b. mental, nervous, or psychological disorders. This exclusion does not apply to the Emergency Medical and Dental Expense Benefit;

c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;

d. **Normal Pregnancy** including **Hospitalization**, resulting childbirth, and elective abortion;

e. participation as a professional in athletics while on a **Covered Trip;**

f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;

g. riding or driving in any motor competition;

h. off-road driving, whether as a driver or as a passenger;

i. declared or undeclared war, or any act of war;

j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;

k. service in the armed forces of any country;

l. nuclear reaction, radiation or radioactive contamination;

m. operating or learning to operate any aircraft, as pilot or crew;

n. mountain climbing, bungee jumping, snow skiing, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports;

o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes;

p. participating in underwater activities if the depth of the water exceeds 75 feet or more or scuba diving if the depth of the water exceeds 75 feet or more;

q. the **Insured's** commission of or attempt to commit a felony;

r. elective medical or holistic treatment or procedures;

s. failure of any tour operator, **Common Carrier**, other travel supplier, person or agency to provide the bargained-for prepaid travel arrangements/services;

t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;

u. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this **Policy**; or

v. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

We will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;

b. a loss or damage caused by detention, confiscation or destruction by customs;

c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment;

d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, **or Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, **or Financial Insolvenc**y for which a petition for bankruptcy was filed by a travel supplier, before the on date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusion applies to the Accidental Death Benefit and Accidental Dismemberment Benefit:

a. **We** will not pay for loss caused by or resulting from sickness of any kind.

The following additional exclusion applies to the Emergency Dental Expense Benefit, Emergency Medical Expense Benefit, Emergency Evacuation and Repatriation Benefit, Pre-Departure Trip Cancellation Benefit, Post-Departure Trip Interruption Benefit, and Travel Delay Benefit:

a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom.

The following additional exclusion applies to the Emergency Evacuation and Repatriation Benefit:

a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom. This Exclusion does not apply to the following benefits under the Covered Expenses shown in the Emergency Evacuation and Repatriation Benefit: (i) item a. (emergency medical evacuation); (ii) item b. (non-emergency medical evacuation); or (iii) item f. (return of remains).

The following additional exclusion applies to the Pre-Departure Trip Cancellation Benefit and Post-Departure Trip Interruption Benefit:

a. **We** will not pay for any loss under this **Policy**, caused by, or resulting from being unable to assume the scheduled tenancy in a booked **Accommodation** due to the **Accommodation** being made **Uninhabitable or Inaccessible** other than mandatory evacuation orders or public official evacuation advisements.

The following additional exclusions apply to the Baggage and Personal Effects Benefit:

a. **We** will not pay for damage to or loss of the following items:

(1) animals;

(2) property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles; or if the loss results from the use thereof, sporting equipment;

(3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances;

(4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;

(5) documents or tickets, except for administrative fees required to reissue tickets up to $250 per ticket;

(6) money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards, except as otherwise specifically included elsewhere in this **Policy**;

(7) property shipped as freight or shipped prior to the **Scheduled Date of Departure**; or

(8) contraband.

b. **We** will not pay for loss to **Baggage** and **Personal Effects** arising from:

(1) defective materials or craftsmanship;

(2) normal wear and tear, gradual deterioration, inherent vice;

(3) rodents, animals, insects or vermin;

(4) electrical current, including electric arcing that damages or destroys electrical devices or appliances;

(5) mysterious disappearance; or

(6) confiscation by airport personnel.

The following additional exclusions apply to the Security Evacuation Benefit:

a. **We** will not pay for loss or expense caused by or incurred resulting from:

(1) the **Insured** has violated the laws or regulations of the location of his/her **Primary Residence** unless the **Designated Security Consultant** determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured** or the location in which he or she is traveling while on a **Covered Trip**;

(2) the **Insured** fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the location in which he or she is traveling while on a **Covered Trip**;

(3) the expenses incurred are solely due to the repossession of this **Policy Insured's** property by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of this **Policy Insured**;

(4) the expenses incurred are solely due to this **Policy Insured** failing to honor any contractual obligation, bond or specific performance condition in a license;

(5) the **Insured** is a citizen of the country in which he or she is traveling while on a **Covered Trip**;

(6) the conditions leading to the **Insured's** departure were in existence prior to the **Insured** entering the location in which he or she was traveling while on a **Covered Trip** or such conditions were reasonably foreseeable prior to the **Insured** entering the location in which he or she was traveling while on a **Covered Trip**;

(7) the expenses incurred are solely due to an **Event** that took place in an **Exempted Country**;

(8) the expenses incurred are solely due to a common or endemic disease, **Epidemic**, or **Pandemic**;

(9) the expenses incurred are for monies payable in the form of a ransom if a **Missing Person** case evolves into a kidnapping; or for consulting services seeking information on **Missing Person** or kidnapping cases; or

(10) the expenses incurred are due to military or political issues and the **Insured's Security Evacuation** request is made more than 30 days after the **Appropriate Authorities Advisory** was issued.

SECTION VI – GENERAL LIMITATIONS

LIMITATION ON MULTIPLE COVERED POLICIES: If an **Insured** can recover benefits under more than one travel or accident policy written by **Us**, **We** will pay under only one policy, this **Policy** that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that

additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

SECTION VIII - HOW TO FILE A CLAIM

A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 877-813-2304 or info@travallamains.com. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Claims Department

Telephone: 877-813-2304

B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.

C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.

D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits.

SECTION IX - PAYMENT OF CLAIMS

A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

B. WHO **WE** WILL PAY:

1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.

2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.

3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United

States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. This **Insured** will not be considered the beneficiary under this **Policy** if payment is made to the **Insured** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

SECTION X - GENERAL POLICY CONDITIONS

A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.

B. CHANGE OR WAIVER: A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.

C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.

D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.

E. ENTIRE CONTRACT: This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.

F. SUIT AGAINST US: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

G. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.

H. ARBITRATION: Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to

its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.

J. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.

K. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.

L. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.

M. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

Amend Emergency Evacuation and Repatriation Benefit Endorsement (Transportation Expenses)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. 7912403	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy

It is agreed that:

I. Subparagraph c. of Paragraph B.1. in SECTION III – BENEFITS is deleted in its entirety and replaced with the following:

expenses for transportation not to exceed the cost of one round-trip economy class air fare subject to a maximum of $5,000 to the place of **Hospitalization** for one person chosen by the **Insured** as well as lodging and meals not to exceed $500 per day for a maximum of 10 days, provided the **Insured** is traveling alone and is **Hospitalized** for more than 3 days. Coverage is also provided immediately (to up to 15 days) following the **Insured** being a victim of a **Felonious Assault** and needs the support of a **Family Member;**

All other terms, conditions, provisions and exclusions of this policy remain the same.

Travel Delay Benefit Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. 7912403	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy

It is agreed that:

I. The second paragraph of the Travel Delay Benefit in SECTION III – BENEFITS is deleted in its entirety and replaced with the following:

If the **Insured's Covered Trip** is delayed for five consecutive hours or more, **We** will reimburse the **Insured** a Travel Delay Benefit, for reasonable additional expenses incurred by the **Insured** for lodging arrangements, meals, telephone calls and local transportation while the **Insured** is delayed, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** will not reimburse benefits for expenses incurred after travel becomes possible to continue on the **Insured's Covered Trip**.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Amend Definition of Other Covered Event Endorsement (Common Carrier Delay)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. 7912403	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy

It is agreed that:

I. Subparagraphs a and b under the **Other Covered Event** definition in SECTION IV – GENERAL DEFINITIONS are deleted in their entirety and replaced with the following:

a. **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:

(1) the scheduled carrier connecting times must meet airline legal minimum connect times;

(2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

(3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 12 consecutive hours;

b. arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:

(1) the scheduled carrier connecting times must meet airline legal minimum connect times;

(2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

(3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 12 consecutive hours;

All other terms, conditions, provisions and exclusions of this policy remain the same.

STATE SPECIFIC COVERAGE DETAILS

FOR ALABAMA RESIDENTS: Form U-TIIV-500-A AL

A. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section is amended to change the expiration period to 6 years.

FOR ARKANSAS RESIDENTS: Form U-TIIV-500-A AR

A. The following is added to the SUBROGATION provision in the **GENERAL POLICY CONDITIONS** section:
The Company's right of subrogation will not be invoked until benefits to which the Insured is entitled under the **Policy** are paid to or on behalf of the Insured, and the Insured has been made whole and is fully compensated for damages.
B. The following is added to the ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section: Arbitration is not binding in Arkansas and the Insured has the right to a jury trial.
C. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section is amended to change the expiration period to 5 years.
D. In accordance with ARK. CODE ANN. § 23-88-106, we are providing notice of the following:
Unless otherwise provided by this **Policy**, we may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, labor and services necessary to replace, repair or rebuild damaged property. If expense depreciation is applied to a loss for damaged property, the insurer shall provide a written explanation as to how the expense depreciation was calculated.

FOR CALIFORNIA RESIDENTS: Form U-TIIV-500-A CA

A. The **GENERAL EXCLUSIONS** with respect to civil disorder does not apply to the **Rental Car Damage Benefit**.
B. In **GENERAL DEFINITIONS**, **Domestic Partner** is replaced with the following:
Domestic Partner means the person recognized as the **Insured's Domestic Partner** under the laws of the state in which the **Insured** resides.
C. In **GENERAL DEFINITIONS**, **Injured, Injury or Injuries** is replaced with the following:
Injured, Injury or Injuries means a bodily injury caused by an **Accident** occurring while the **Insured's** coverage under this **Policy** is in force and resulting directly from **Loss** covered by this **Policy**. The **Injury** must be verified by a **Physician**.
D. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** section is deleted.

FOR DISTRICT OF COLUMBIA RESIDENTS: Form U-TIIV-100-A DC

A. The following is added to the first page of the policy: LIMITED BENEFIT
B. In GENERAL DEFINITIONS, **Terrorist Act** is replaced with the following:
Terrorist Act means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—(i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to—(I) human life: (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of—(I) an air carrier or vessel described in paragraph (5)(B) of Section 102 of the Terrorism Risk Insurance Act of 2002; or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. No act shall be certified by the Secretary of the Treasury as an act of terrorism if—(i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000." Not all acts of violence, even when committed by known terrorist organizations, are considered Terrorist Incidents for the purpose of this definition. Any act of violence will only be declared a Terrorist Incident if/when the US Department of State declares it so.
C. The ARBITRATION provision in the GENERAL POLICY CONDITIONS section is deleted and replaced with the following: ARBITRATION: Any contest to a claim denial under this **Policy** may be settled by arbitration at the **Insured's** option. Arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. Arbitration is pursuant to District of Columbia laws. The **Insured** may waive any rights to trial in court, including the right to a jury trial. This provision does not apply if the **Insured** is a resident of a state where the law does not allow arbitration in an insurance policy, but only if this **Policy** is subject to its laws. In such a case, arbitration does not apply. This provision bars the institution of lawsuit by the **Insured**.

FOR GEORGIA RESIDENTS: Form U-TIIV-500-A GA

A. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** does not apply to the **Emergency Evacuation And Repatriation Benefit, Emergency Medical Expense Benefit, Accidental Death Benefit,**

Accidental Death Benefit for Air Travel, Accidental Dismemberment Benefit, and **Exposure and Disappearance Benefit.**

FOR HAWAII RESIDENTS: Form U-TIIV-500-A HI

A. The TIME OF PAYMENT provision under the **PAYMENT OF CLAIMS** section is replaced with the following:
TIME OF PAYMENT: We will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, within 30 days of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the **Proof of Covered Loss** that is acceptable to Us.

FOR IOWA RESIDENTS: Form U-TIIV-500-A IA

A. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is deleted.

FOR IDAHO RESIDENTS: Form U-TIIV-500-B ID

A. The TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE provision is replaced with the following:
The **Insured** has the right to examine coverage upon receipt of his/her Certificate. If he/she is not satisfied for any reason, he/she may return his/her **Certificate**, within 21 days after receipt, to **Us**, **Our** authorized representative, or to the Plan **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by the **Policy**, the **Certificate** and the **Insured's** coverage under the Policy will be voided from the outset of coverage and premium will be refunded within 30 days of receiving notice.

B. Under the **DEFINTIONS** section, the **Pre-existing Condition** definition is replaced with the following:
Pre-Existing Condition means a sickness, disease, or other condition during the 30 day period immediately prior to the date the plan payment has been received by the Policyholder for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the Insured:
   a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
   b. took or received a prescription for drugs or medicine.
   Item b. of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 30 day period before the date stipulated in **SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.**

C. Under the **DEFINTIONS** section, the **Complications of Pregnancy definition** is replaced with the following:
Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

D. Under the **DEFINTIONS** section, the **Dentist** definition is replaced with the following:
Dentist means someone who is licensed and legally entitled to practice dentistry, dental surgery or a denturist who is not the **Insured**, a **Traveling Companion**, any member of the **Insured's** immediate family, or any member of the **Sick** or **Injured** person's immediate family.

E. Under the **DEFINTIONS** section, the **Hospital** definition is replaced with the following:
"**Hospital**" means a facility that:
   a. is operated according to law for the care and treatment of sick or Injured people;
   b. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
   c. has 24 hour nursing service by registered nurses (R.N.'s); and
   d. is supervised by one or more **Physicians** available at all times.
   A hospital does not include:
   e. a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
   f. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
   g. any military or veterans hospital or soldiers home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

F. Under the **DEFINITIONS** section, the **Other Valid and Collectible Insurance** definition is replaced with the following:

Other Valid and Collectible Insurance means any policy or contract that provides coverage for **Baggage and Personal Effects** and **Rental Car Damage** benefits for **Covered Injury**, **Sickness**, loss, theft or damage the **Insured** incurs while on his/her **Covered Trip**.

G. Under the **GENERAL EXCLUSIONS** section, the following exclusions are replaced with the following language: **Normal Pregnancy** including **Hospitalization**, and resulting childbirth.

FOR LOUISIANA RESIDENTS: Form U-TIIV-500-A LA

A. The following is added to the first page of the policy following the name and address of the company:
A Stock Insurance Company

B. Under the **DEFINITIONS** section, the definition of **Domestic Partner** is deleted.

C. Under the **DEFINITIONS** section, the definition of **Family Member** is replaced with the following:
Family Member means the **Insured's** or the **Insured's Traveling Companion's Spouse**, ex-**Spouse**, **Fiancé**, **Fiancé's** child, child, **Spouse's** child, **Caregiver**, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, foster child, or ward.

D. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:
ARBITRATION: Any contest to a claim denial under this **Policy** may, at the **Insured's** option, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the Insured. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. If chosen, the arbitration is not binding, does not deprive the courts of Louisiana of jurisdiction, and the Insured does not forfeit any right to seek judicial resolution of the dispute.

E. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:
We have the right to recover from any third party payments including future payments, which **We** have made or will make in the future to the **Insured** or his or her heirs, guardians or executors or will be obligated to pay in the future to the Insured. However, **Our** right of subrogation is secondary to the right of the Insured to be fully compensated for his/her damages. The **Insured** agrees to assist **Us** in preserving his or her rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. **We** agree to pay **Our** portion of the **Insured's** attorneys' fee or other costs associated with a claim or lawsuit to the extent that **We** recover any portion of the benefits paid pursuant to **Our** right of subrogation.

FOR MASSACHUSETTS RESIDENTS: Form U-TIIV-500-A MA

A. The **GENERAL EXCLUSIONS** with respect to participation in professional athletic events is replaced with the following: participation as a professional in athletics by and **Insured** while on a **Covered Trip**.

FOR MAINE RESIDENTS: Form U-TIIV-500-A ME

A. The following provision is added and supersedes any provision to the contrary:
Cancellation of the Policy
The **Insured** may cancel this **Policy** for any reason by mailing to **Us** or its authorized representative written notice of cancellation at least 30 days before the effective date of cancellation. **We** may cancel this **Policy** at any time for nonpayment of premium by mailing or delivering to the Insured written notice of cancellation at least 10 days before the effective date of cancellation. We may cancel this Policy within 60 days of the effective date for any reason, other than nonpayment of premium, by mailing or delivering to the Insured written notice of cancellation at least 30 days before the effective date of cancellation.
After this **Policy** has been effective for more than 60 days, **We** may cancel this **Policy** only for the following reason(s):
a. nonpayment of premium;
b. fraud or material misrepresentation made by or with the knowledge of the Insured in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
c. substantial change in the risk which increases the risk of Loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
d. failure to comply with reasonable loss control recommendations;
e. substantial breach of contractual duties, conditions or warranties; or
f. determination by the superintendent that the continuation of a class or block of business to which the Policy belongs will jeopardize the **Our** solvency or will place the **Us** in violation of the insurance laws of Maine or any other state.
We will mail the notice of cancellation to the **Insured's** last mailing address known to Us. A post office certificate of mailing to the Insured will be conclusive proof of receipt of notice on the 3rd calendar day after mailing. The notice of cancellation will state the effective date of cancellation and the reason for the cancellation. If this Policy is cancelled,

the Company will send the Insured any premium refund due. Refunds will be calculated on a pro-rata basis. The cancellation will be effective even if **We** have not made or offered a refund.

B. Under the **DEFINTIONS** section, the following definitions are replaced:

The definition of **Actual Cash Value** is replaced by the following:

Actual Cash Value means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. For purposes of this definition, physical depreciation means a value as determined according to standard business practices.

The definition of **Hospital** is replaced by the following:

Hospital means:

(1) an institution licensed to operate as a hospital pursuant to law;

(2) a facility primarily and continuously engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed physicians) medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and

(3) a facility that provides twenty-four –hour-a-day nursing service by or under the supervision of registered nurses.

A hospital does not include:

(1) convalescent homes or convalescent, rest or nursing facilities;

(2) facilities affording primarily custodial, educational or rehabilitory care;

(3) facilities for the aged, drug addicts or alcoholics; or

(4) a military or veterans hospital, a soldiers' home or a hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability for the patient exists for charges made to the individual for services.

The definition of **Medically Necessary** is replaced by the following:

Medically Necessary means that a treatment, service, or supply:

a. is ordered by a **Physician** and performed under his or her care, supervision, or order; and

b. is not primarily for the convenience of the **Insured**, **Physician**, or other providers, or any other person.

The definition of **Sickness** is replaced by the following:

Sickness means an illness or disease of an **Insured**.

C. The following is added to the **PAYMENT OF CLAIMS** section:

Post Judgment Interest: Any post judgment interest for a claim brought against **Us** will be paid outside the policy limits and in accordance with Maine law.

D. The following is added to the **GENERAL POLICY CONDITIONS** section:

Time Limit on Certain Defenses: In the absence of fraud, statements made by the **Insured** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due under this **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two (2) years from the date coverage starts no such statement (except age) will cause this **Policy** to be contested.

E. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** is deleted.

<u>FOR MISSISSIPPI RESIDENTS: Form U-TIIV-500-A MS</u>

A. The TIME OF PAYMENT provision of the **PAYMENT OF CLAIMS** section is replaced with the following:

TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, within 25 days from when **We** receive written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the **Proof of Covered Loss** that is acceptable to Us.

B. The PHYSICAL EXAMINATION AND AUTOPSY provision of the **GENERAL POLICY CONDITIONS** section is deleted.

<u>FOR NORTH CAROLINA RESIDENTS: Form U-TIIV-500-A NC</u>

A. Under the **DEFINITIONS** section, the **Hospital** definition is replaced with the following:

Hospital means a facility that: is operated according to law, including North Carolina state hospitals, for the care and treatment of sick or Injured people;

has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;

has 24 hour nursing service by registered nurses (R.N.'s); and

is supervised by one or more Physicians available at all time.

A **Hospital** does not include:

a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;

a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces for which no charge is made.

B. The time period in the PROOF OF COVERED LOSS provision in the **HOW TO FILE A CLAIM** section is amended to 180 days.
C. The Subrogation provision in the **GENERAL POLICY CONDITIONS** does not apply to the **Emergency Evacuation And Repatriation Benefit, Emergency Medical Expense Benefit, Accidental Death Benefit,** and **Accidental Dismemberment Benefit**.
D. The COORDINATION OF BENEFITS provision is deleted in its entirety.

FOR NORTH DAKOTA RESIDENTS: Form U-TIIV-500-A ND

A. The following is added to exclusion (4) of the b, exclusion (6) of the **Rental Car Damage Benefit** and exclusion (2) under the **Security Deposit Protection Benefit** item:
However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the **Loss** if the **Loss** arose out of domestic violence and the perpetrator of the **Loss** is criminally prosecuted for the act causing the **Loss**. If the Company pays a claim pursuant to this paragraph, the payment to the innocent co-insured is limited to that **Insured's** ownership interest in the property less any payment made to a mortgagor or other secured interest;
B. The following paragraph is replaced under the **EMERGENCY EVACUATION AND REPATRIATION BENEFIT**: We will pay the **Insured** an **Emergency Evacuation And Repatriation Benefit**, for the following **Covered Expenses** incurred by the Insured, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for **Covered Expenses** resulting from a **Sickness** that first manifests itself or a **Covered Injury** that occurs while on a **Covered Trip**; (iii) and the **Insured** must first receive treatment during his/her **Covered Trip**.
C. The Excess Provision under the **SECURITY EVACUATION BENEFIT** is deleted.
D. The paragraphs that begin with "expenses for a **Hospital Admission Guarantee Charge** or a **Medical Expense Guarantee Charge**" are replaced with the following:
expenses for a **Hospital Admission Guarantee Charge** or a **Medical Expense Guarantee Charge** if while traveling outside of the **Insured's** country of **Primary Residence** on a **Covered Trip**, the Insured suffers a medical emergency. **We** or **Our Assistance Provider** will pay on the **Insured's** behalf or reimburse up to the **Hospital Admission Guarantee Charge** or **Medical Expense Guarantee Charge Benefit**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for expenses incurred for guarantee of payment to the **Hospital** or the medical provider.
E. The following provision is added to the **PAYMENT OF CLAIMS** section
PRE-JUDGMENT INTEREST: Any pre-judgment interest for a claim brought against the Company will be paid outside the policy limits and in accordance with North Dakota law.
Arbitration is binding to the **Insured** only if agreed upon by both **Us** and the **Insured** at the time of the claim.
F. The CORDINATION OF BENEFITS provision is deleted.

FOR NEW JERSEY RESIDENTS: Form U-TIIV-500-A NJ

A. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:
TIME OF PAYMENT: We will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**, but in no event more than 30 days following the date **We** receive a complete and satisfactory proof of loss. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when Our liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
B. Under **DEFINITIONS**, the **Domestic Partner** definition is replaced with the following:
Domestic Partner means a partner who shall be established in New Jersey when:
1. both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
a. a joint deed, mortgage agreement or lease;
b. a joint bank account;
c. designation of one of the persons as a primary beneficiary in the other person's will;

d. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
e. joint ownership of a motor vehicle;

2. both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
3. neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
4. neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
5. both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition;
6. both persons have chosen to share each other's lives in a committed relationship of mutual caring;
7. both persons are at least 18 years of age;
8. both persons file jointly an Affidavit of Domestic Partnership; and
9. neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with New Jersey requirements.

FOR NEVADA RESIDENTS: Form U-TIIV-500-A NV

A. The being under the influence of drugs or intoxicants exclusion in the **GENERAL EXCLUSION** section is deleted.
B. The following is added to the PROOF OF COVERED LOSS provision in the **HOW TO FILE A CLAIM** section:
If **We** require additional information or time to approve or deny a claim, **We** will notify the **Insured** within 20 days after receipt of the claim, and at least once every 30 days thereafter until the claim is approved or denied. The notice will contain the reason why the additional information or time is required. **We** will approve or deny the claim within: 30 days after it receives the additional information; or 31 days after the last timely notice was provided.
C. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:
TIME OF PAYMENT: Claims will be approved or denied for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, upon receipt of written proof of loss that is acceptable to **Us**. If the claim is approved, the claim will be paid within 30 days after its approval. If the approved claim is not paid within that period, **We** will pay interest on the claim at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1 as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to Us.

FOR OKLAHOMA RESIDENTS: Form U-TIIV-500-A OK

A. The following statement is added to the policy:
WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.
B. The TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE provisions is replaced with the following:
TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE
The **Insured** has the right to examine coverage upon receipt of his/her **Policy**. If he/she is not satisfied for any reason, he/she may return his/her **Policy**, within 21 days after receipt, to **Us**, **Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this **Policy**, this **Policy** and the **Insured's** coverage under this **Policy** will be cancelled from the outset of coverage and premium will be refunded accordingly.
C. The following is added to the **EFFECTIVE AND TERMINATION DATES OF INSURANCE** section: Cancellation of the **Policy**
The **Insured** may cancel this **Policy** for any reason by mailing to the Company or its authorized representative written notice of cancellation at least 30 days before the effective date of cancellation.
The Company may cancel this **Policy** at any time for nonpayment of premium by mailing or delivering to the **Insured** written notice of cancellation at least 10 days before the effective date of cancellation.
The Company may cancel this Policy within 60 days of the effective date for any reason, other than nonpayment of premium, by mailing or delivering to the Insured written notice of cancellation at least 30 days before the effective date of cancellation.
After this **Policy** has been effective for more than 60 days, the Company may cancel this **Policy** for the following reason(s):
1. discovery of fraud or material misrepresentation in obtaining the Policy or in the presentation of a claim under the **Policy**;

2. discovery of willful or reckless acts or omissions by the Insured which increases the risk insured;
3. if the Company loses part or all of the reinsurance on the risk; or
4. nonpayment of premium.

The Company will mail the notice of cancellation to the Insured's last mailing address known to the Company. The notice of cancellation will state the effective date of cancellation and the reason for the cancellation. If this **Policy** is cancelled, the Company will send the Insured any premium refund due. Refunds will be calculated on a pro-rata basis. The cancellation will be effective even if the Company has not made or offered a refund.

D. Under the **DEFINTIONS** section, the definition of **Domestic Partner** is replaced with the following:
Domestic Partner means an opposite sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:
   a. resides with the **Insured** or **Family Member**;
   b. shares financial assets and obligations with the Insured or **Family Member**;
   c. is not related by blood to the Insured; and
   d. neither the **Insured** nor domestic partner is married to anyone else, nor has any other domestic partner.

   We may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

E. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:
TIME OF PAYMENT: We will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**, but in no event more than 45 days following the date the **We** receive an acceptable written proof of loss. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to Us.

F. The following is added to the **GENERAL POLICY CONDITIONS** section:
INCONTESTABILITY: The validity of this **Policy** will not be contested after it has been in force for two year(s) from the **Policy Effective Date**, except as to nonpayment of premiums.

G. The following is added to the ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section:
Any arbitration hereunder shall take place the county and state where the Insured resides, unless otherwise mutually agreed upon by the two sides.

<u>FOR PENNSYLVANIA RESIDENTS: Form U-TIIV-500-A PA</u>

A. Under the **DEFINTIONS,** the definition of **Hospital** is replaced by the following:
Hospital means an institution that:
   1. is operated according to law and is licensed or approved by the responsible state agency;
   2. is primarily engaged in providing medical care and treatment of sick or Injured people on an inpatient basis and for which a charge is made; and
   3. provides 24 hour nursing service by or under the supervision of registered nurses (R.N.'s.)

   A hospital does not include:
   1. a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
   2. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
   3. any military or veterans hospital or soldiers home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

B. The following is added to the PROOF OF COVERED LOSS provision in the **HOW TO FILE A CLAIM** section:
Within 15 days of receipt of properly executed **Proof of Loss**, We will advise the claimant of the acceptance or denial of the claim. We will not deny a claim on the grounds of a specific policy provision, condition or exclusion unless reference to the provision, condition or exclusion is included in the denial. The denial will be given to the claimant in writing and the claim file of the claimant will contain a copy of the denial.

C. The following provision is added:
PREJUDGMENT INTEREST: **i**f awarded, prejudgment interest will be paid outside the limits of the **Policy**, per Pennsylvania law.

<u>FOR RHODE ISLAND RESIDENTS: Form U-TIIV-500-A RI</u>

A. Under the **Definitions** Section of the **Specific Waiver of Liability** for **Security Evacuation Benefit**, the following definition is replaced:
Exempted Country means any of the following countries: **Afghanistan, Belarus, Central African Republic, Crimea of Ukraine, Cuba, Ethiopia, Haiti, Iran, Iraq, Libya, Mali, North Korea, Russian Federation, Somalia, South Sudan, Syria, Ukraine, Yemen**. We may modify this list upon 30 day(s) notice to the **Policyholder**.

B. The second paragraph in the Valuation and Payment of Loss provision in the **BAGGAGE AND PERSONAL EFFECTS BENEFIT** section is replaced with the following:
We may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, We will: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.

C. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:
Covered Loss of Use must continue for 6 consecutive months and be determined by a **Physician**.

D. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:
Plegia must continue for 6 consecutive months and be determined by a **Physician**.

E. The following definition of **Plegia** is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT:**
Plegia means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one or more Limbs. Proof of total **Plegia** may be required by **Us** on a periodic basis.

F. The following definition under the **ACCIDENTAL DISMEMBERMENT BENEFIT** is replaced with the following: **Covered Loss of Use** means total paralysis of a **Limb** or **Limbs**, that has continued for 6 consecutive months and is determined by a **Physician** to be permanent, complete and irreversible.

FOR SOUTH CAROLINA RESIDENTS: Form U-TIIV-500-A SC

A. The following is added to the end of the PHYSICAL EXAMINATION AND AUTOPSY provision in the **GENERAL POLICY CONDITIONS**: The autopsy of a South Carolina resident must be performed in the state of South Carolina.

B. The following provisions is added to the **GENERAL POLICY CONDITIONS**:
INCONTESTABILITY: The validity of this **Policy** will not be contested after it has been in force for two years from the **Effective Date**, except as to nonpayment of premiums.

FOR SOUTH DAKOTA RESIDENTS: Form U-TIIV-500-A SD

A. Under the **DEFINTIONS** section, the definition of **Domestic Partner** is replaced with the following:
Domestic Partner means where permitted by law means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:
1**.** resides with the **Insured** or **Family Member**;
2. shares financial assets and obligations with the **Insured** or **Family Member**;
3. is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; and
4. neither the Insured nor domestic partner is married to anyone else, nor has any other domestic partner.
The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

B. Under the **DEFINTIONS** section, the definition of **Physician** is replaced with the following:
Physician means a licensed practitioner of medical, surgical, dental, services acting within the scope of his/her license. The treating physician cannot be the **Insured**, a **Traveling Companion**, a **Family Member**, or a **Business Partner** unless he or she is the only **Physician** in the area and is acting within the scope of his/her license.

C. The **GENERAL EXCLUSIONS** with respect to commission of or attempt to commit a felony is replaced with the following: **the Insured's commission of felony; or**

D. The **GENERAL EXCLUSIONS** with respect being under the influence of drugs or intoxicants is replaced with the following: being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit, in conjunction with the commission of a felony; or

E. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is deleted in its entirety.

F. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section is amended to change the expiration period to 6 years.

FOR TENNESSEE RESIDENTS: Form U-TIIV-500-A TN

A. The following provision is added:
Cancellation
1. You may cancel this policy at any time by returning it to **Us** or by letting **Us** know in writing of the date cancellation is to take effect.
2. We may cancel this policy by letting You know in writing of the date cancellation takes effect. This cancellation notice may be delivered to You, or mailed to You at Your mailing address shown in the **Schedule**. Proof of mailing will be sufficient proof of notice. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than ten (10) days after mailing to the address in this policy or last known address. The mailing of notice is sufficient proof of notice of cancellation. Delivery of notice shall be equivalent to mailing.
3. When We cancel, the return premium will be pro rata. When You request cancellation, the return premium will be based on Our short rate procedure. However, if the policy is financed under a premium finance agreement and We cancel at the request of the premium finance company, the refund will be pro rata.

B. Under the **DEFINTIONS** section, the following definitions are changed:

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.
Domestic Partner means an opposite sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

a. resides with the **Insured**;
b. shares financial assets and obligations with the **Insured**;
c. is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage;

FOR TEXAS RESIDENTS: Form U-TIIV-500-B TX

A. The following is added to the PROOF OF COVERED LOSS in the **HOW TO FILE A CLAIM** section:
The Company will acknowledge receipt of the notice of claim in writing, 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 within 15 days after the Company receives the claim. The Company may make additional requests for information if during the investigation of the claim the additional requests are necessary. If the acknowledgment of receipt of a claim is not made in writing, the insurer shall make a record of the date, manner, and content of the acknowledgment. The Company will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the Company receives all required documentation to secure final proof of loss. If the Company rejects the claim, the required notice will state the reasons for the rejection. If the Company is unable to accept or reject the claim within that time period, the Company will notify the claimant of the reasons that additional time is needed. The Company will accept or reject the claim not later than the 45th day after the claimant is notified. If the claim is accepted, the Company will pay the claim within 5 business days of the notice of acceptance. If payment of the claim or part of the claim is conditioned on the performance of an act by the claimant, the Company shall pay the claim not later than the fifth business day after the date the act is performed. If payment of the claim is delayed, the Company will pay the claim plus 18% interest per year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.
B. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:
No action at law or in equity may be brought to recover on this Policy prior to the expiration of 90 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 2 years and 1 day from the date the cause of action first accrues.
C. The following provisions are added to the **GENERAL POLICY CONDITIONS**:
1. TEXAS LAWS GOVERN POLICIES. Any contract of insurance payable to any citizen or inhabitant of this State by any insurance company or corporation doing business within this State shall be held to be a contract made and entered into under and by virtue of the laws of this State relating to insurance, and governed hereby, notwithstanding such policy or contract of insurance may provide that the contract was executed and the premiums and policy (in case it becomes a demand) should be payable without this State, or at the home office of the company or corporation issuing the same.
2. ELECTED OFFICIALS. An insurer may not cancel or refuse to renew an insurance policy based solely on the fact that the policyholder is an elected official.

FOR UTAH RESIDENTS: Form U-TIIV-500-B UT

A. The TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE provision is replaced with the following:
THIRTY DAY RIGHT TO EXAMINE COVERAGE
The Insured has the right to examine coverage upon receipt of his/her Policy. If he/she is not satisfied for any reason, he/she may return his/her Policy, within 30 days after receipt, to Us, Our authorized representative, or to the Administrator. Provided the Insured has not yet departed on his/her Covered Trip and has not yet incurred any Covered Loss as defined by this Policy, this Policy and the Insured's coverage under this Policy will be voided from the outset of coverage and premium will be refunded accordingly.
B. The following are changed under the **ACCIDENTAL DISMEMBERMENT BENEFIT**
Covered Loss of Use must continue for 31 consecutive days and be determined by a competent medical authority.
Plegia must continue for 31 consecutive days and be determined by a competent medical authority.
Covered Loss of Use means total paralysis of a **Limb** or **Limbs**, that has continued for 31 consecutive days and is determined by a competent medical authority to be permanent, complete and irreversible.
C. The following is changed under the **EXPOSURE AND DISAPPEARANCE BENEFIT**
If the conveyance in which an **Insured** is riding while on **a Covered Trip** disappears, is wrecked, or sinks, and the Insured is not found and it is reasonable to assume death occurred, **We** will presume that the Insured lost his/her life as a result of **Covered Injury**. If travel in such conveyance was covered under the terms of this **Policy**, **We** will pay

the **Exposure and Disappearance** Maximum Covered Amount per **Insured** shown in the **Schedule**. We have the right to recover the benefit if **We** find that the Insured survived the event.

D. Under the **DEFINTIONS** section, the following definitions are replaced:
Hospital means a facility that is duly licensed as a hospital and operating within the scope of that license.
Complications of Pregnancy means diseases or conditions whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy.
These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia. Complications of pregnancy do not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, and conditions of comparable severity associated with the management of a difficult pregnancy.

E. Under the **GENERAL EXCLUSIONS** section, the following are replaced:
We will not pay for any loss under this **Policy**, arising directly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member**, **Traveling Companion**, or **Business Partner** for the following: **We** will not pay for any loss under this **Policy**, arising directly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the Insured:

F. Under the **GENERAL EXCLUSIONS** section, the **Insured's** commission of or attempt to commit a felony exclusion is replaced with the following: the Insured's voluntary commission of or attempt to commit a felony;

G. Under the **GENERAL EXCLUSIONS** section, the civil disorder exclusion is replaced with the following: voluntary participation in a civil disorder.

H. The PROOF OF COVERED LOSS provision in the **HOW TO FILE A CLAIM** section is replaced with the following:
PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**, or as soon after that is reasonably possible. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if **We** fail to show that **We** were prejudiced by the failure to furnish the Proof of Covered Loss.

I. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:
TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losse**s for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**, but in no event more than 30 days following the date **We** receive acceptable proof of loss. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

J. The following is added to the SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section: Any lawsuit related to this Policy must be brought in a court of competent jurisdiction within the State of Utah.

K. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is deleted.

<u>FOR VIRGINIA RESIDENTS: Form U-TIIV-100-A VA</u>

A. The following paragraph is removed from the front page of the policy:
TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE
The **Insured** has the right to examine coverage upon receipt of his/her **Policy**. If he/she is not satisfied for any reason, he/she may return his/her **Policy**, within 21 days after receipt, to **Us**, **Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this **Policy**, this **Policy** and the **Insured's** coverage under this **Policy** will be voided from the outset of coverage and premium will be refunded accordingly.

B. Under the **DEFINTIONS** section, the following definition is changed:
Physician means a person who is:
1. a doctor of medicine, osteopathy, or psychology, a chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropodist, clinical nurse specialist who renders mental health services, audiologist, speech pathologist, certified nurse midwife, marriage and family therapist or licensed acupuncturist or other legally qualified practitioner of a healing art that We recognize;
2. licensed to practice in the jurisdiction where care is being given;
3. practicing within the scope of that license; and
4. not **Related** to the **Covered Person** by blood or marriage.

C. Under the **GENERAL EXCLUSIONS** section with respect to declared war or undeclared war, or any act of war; shall read: declared or undeclared war, or any act of war, other than **Terrorism**;

D. Under the **PAYMENT OF CLAIMS** section, paragraphs B.2. and B.3. are deleted and replaced with the following:
2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the Insured at any time up to the filing of the Proof of Covered Loss

3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will pay the benefits to a bank account owned by the **Foreign National** in the United States of America.

E. Under the **GENERAL POLICY CONDITIONS** section, ENTIRE CONTRACT provision is deleted in its entirety and replaced with the following: ENTIRE CONTRACT: This **Policy**, amendments and any attachments represent the entire insurance contract between the **Insured** and **Us**. All statements made by the Insured shall be deemed representations and not warranties.

FOR WEST VIRGINIA RESIDENTS: Form U-TIIV-500-A WV

A. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:
TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as possible upon receipt of written proof of loss that is acceptable to **Us**, but no later than 15 working days after the Company and the **Insured** reach an agreement on the amount of the **Loss**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to Us.

B. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:
ARBITRATION. If **We** and the **Insured** do not agree whether coverage is provided under this **Policy** of insurance for a claim made by or against the **Covered Person**, both parties may, by mutual consent, agree in writing to arbitration to the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:
(a) pay its chosen arbitrator; and
(b) bear the other expenses of the third arbitrator equally.

FOR WYOMING RESIDENTS: Form U-TIIV-500-A WY

A. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section is replaced by the following: SUIT AGAINST US: No action at law or in equity may be brought to recover on the **Policy** prior to the expiration of 60 days after written proof of **Loss** has been furnished in accordance with the requirements of the **Policy**. No such action may be brought after the expiration of 10 years after the time written proof of loss is required to be furnished.

Declarations Page: Individual Travel Insurance Louisiana

Policy Number: 7912403

Student Travel Protection Plan

Item: 1. Insured: Refer to Confirmation of Coverage

Item: 2. Additional Travelers Covered or Family Members: Refer to Confirmation of Coverage

Item: 3. Effective Date of Coverage:
at 12:01 a.m. Trip Cancellation: Refer to Confirmation of Coverage
All Other Benefits: Refer to Confirmation of Coverage

Item: 4. Trip Departure Date: Refer to Confirmation of Coverage

Item: 5. Trip Return Date: Refer to Confirmation of Coverage. Not to exceed beyond 90 days from

Trip Departure Date

Item: 6. Trip Cost: Refer to Certificate of Coverage

December 1, 2023

President

Date

ZURICH

IMPORTANT NOTICE ABOUT THE POLICY OF INSURANCE
FOR WHICH YOU HAVE APPLIED
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

READ THE FOLLOWING INFORMATION CAREFULLY.

1. The policy for which you have applied includes a binding arbitration agreement.
2. The arbitration agreement requires that any disagreement related to this policy must be resolved by arbitration and not in a court of law.
3. The results of the arbitration are final and binding on you and the insurance company.
4. In an arbitration, an arbitrator, who is an independent, neutral party, gives a decision after hearing the positions of the parties.
5. When you accept this insurance policy you agree to resolve any disagreement related to the policy by binding arbitration instead of a trial in court including a trial by jury.
6. Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator cannot be reviewed in court by a judge and jury.

ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT

I have read this statement. I understand that I am voluntarily surrendering my right to have any disagreement between the insurance company and myself resolved in court. This means I am waiving my right to a trial by jury.

I understand that upon receipt of the policy I should read the arbitration clause contained in the policy and that I have the right to reject this policy within three (3) days of the date of delivery if I do not want to accept the requirement for arbitration.

I understand that this same type of insurance may be available through an insurance company that does not require that policy related disagreements be resolved by binding arbitration.

Applicant/Insured	Date	Time
Agent	Date	Time

Colorado Civil Union Act
Policyholder Notice

On January 1, 2014, the Civil Union Act ("the Act") becomes effective. Under the Act, two persons of the same sex may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Colorado to a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law.

The Act further provides that a party to a civil union shall be included in any definition or use of the term "dependent", "family", "heir", "immediate family", "next of kin", "spouse", and other terms that denote a familial or spousal relationship.

A marriage between persons of the same sex, a civil union, domestic partnerships or a substantially similar legal relationship, legally entered into in another jurisdiction, shall be legally recognized in Colorado as a civil union.

Important Notice

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Customer Inquiry Center

877-813-2304
Email: info@travallamains.com

For Residents of Arkansas: Form U-TI-300-A AR (05/17)

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202

Please include your policy number in any communication with the above addresses.

For Residents of California: Form U-TI-300-A CA (05/17)

If the question or dispute remains unresolved, you may contact the California Department of Insurance. The Department of Insurance should be contacted only after discussions with the Company, or your agent or broker, or both, have failed to produce a satisfactory resolution to your problem.

You may call the California Department of Insurance at:

1-800-927-HELP (1-800-927-4357), if you reside in the State of California
213-897-8921, if you reside outside of the State of California

You may contact the California Department of Insurance at:

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, California 90013

Web Site: www.insurance.ca.gov

For Residents of Idaho: Form U-TI-300-A ID (05/17)

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Idaho Department of Insurance at:

Idaho Department of Insurance
700 West State Street
P. O. Box 83720
Boise, Idaho 83720-0043
Phone: 208-334-4250
Toll-Free: 1-800-247-4422
Fax: 208-334-4398
Website: www.doi.idaho.gov

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Department of Insurance, have your policy number available.

For Residents of Rhode Island: Form U-TI-300-A RI (05/17)

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Rhode Island Department of Business Regulation at:

Rhode Island Department of Business Regulation
Insurance Regulation Division
1511 Pontiac Avenue
Cranston, Rhode Island 02920

Phone: 401-462-9617
Fax: 401-462-9602
Website: www.dbr.state.ri.us
Email: DBR.Insurance@dbr.ri.gov

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Department of Insurance, have your policy number available.

For Residents of Texas: Form U-GU-1258-A (05/20)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company

Call: Customer Inquiry Center at 877-813-2304
Toll-free: 877-813-2304
Email: info@travallamains.com

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros:
Llame a: Customer Inquiry Center at 877-813-2304
Teléfono gratuito: 877-813-2304
Correo electrónico: info@travallamains.com

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:
Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

For Residents of Wisconsin: Form U-TI-300-A WI (05/17)
You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER BY contacting:

State of Wisconsin
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
Web Site: oci.wi.gov

or you can call 1-800-236-8517 outside of Madison, or (608) 266-0103 in Madison,
and request a complaint form

FAX: (608) 264-8115
E-mail: complaints@oci.state.wi.us

Please include your policy number in any communication with the above addresses.

Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation the insurer pays agents and brokers visit:

travallamains.com

or call the following toll-free number: 877-813-2304.

Beneficiary Designation/Change Form

POLICYHOLDER INFORMATION	
Name of Policyholder:	Policy Number:

INSURED INFORMATION				
Full Legal Name (First, Middle Initial and Last):			Last 4 Digits of SSN: XXX-XX-	
Mailing Address:		City:	State:	Zip Code:
Date of Birth (MM/DD/YYYY):	Gender: ☐ Male ☐ Female	Marital Status: ☐ Single ☐ Married ☐ Domestic or Civil Union Partner		
Email Address:		Home Phone: - -	Work Phone: - -	Cell Phone: - -

BENEFICIARY INFORMATION (Please check one: ☐ **Designate a Beneficiary** OR ☐ **Change of Beneficiary Designation**)

It is important that your beneficiary designation be clear so that there will be no question as to your intent. If you wish to name more than 2 primary or 4 contingent beneficiaries, please attach a separate sheet of paper and include all the information requested. **NOTE: If designating more than one beneficiary, the total % of share should not exceed 100%.**

Primary Beneficiary(ies):

% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:
% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:

Contingent Beneficiary(ies):

% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:
% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name ((If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	

Street Address:	City:	State:	Zip Code:
% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:
% Share:	Relationship: ☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity		SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:

If more than one primary and/or contingent Beneficiary is designated and no percentage has been designated, settlement will be made in equal shares to such of the designated beneficiaries as survive the Insured, unless otherwise provided herein. If no designated beneficiary survives the Insured, settlement will be made to the Insured's estate, unless otherwise provided in the Accident Policy.

INSURED AUTHORIZATION

I hereby revoke any previous beneficiary designation(s), if any, for my accident insurance policy and direct that the insurance proceeds payable under the policy be paid as indicated above.

If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.

Insured's Signature:	Date (MM/DD/YYYY):

Privacy Notice

We Take Important Steps to Protect the Nonpublic Personal Information We Collect About You

Dear Customer: ***rev. January 2020***

We care about your privacy. That is why we believe in your right to know what nonpublic personal information ("NPI") we collect about you and what we do with that information. This Privacy Notice describes the NPI we collect about you and how we share and protect that information.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION

Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.

What types of Information do we collect?	The types of NPI we collect depend on the product or service you have with us. This information can include: • Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver's license number, employment information, information about your income, assets and net worth, and medical information; • Information about your transactions with the Company and its affiliates; • Information about your insurance coverage, premiums, claims history, and payment history; • Data from insurance support organizations, government agencies, insurance information sharing bureaus; • Property information and similar data about you or your property, such as property appraisal reports; and • Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report. When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.

What do we do with the NPI we collect?	We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products. These affiliates and nonaffiliated third parties include: • Financial service providers, such as banks and other insurance companies; • Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and • Others, such as consumer reporting agencies and insurance information sharing bureaus. In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you

	have the right to opt in to allowing this sharing).

Reasons we can share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing? For residents of Vermont: Do you have the right to opt in to allow this sharing?
For our everyday business purposes – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	Not Applicable
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	Not Applicable
For our affiliates to market to you	Yes	No
For non-affiliates to market their products to you	No	Not Applicable

Collecting and safeguarding information	
How often do you notify me about your privacy practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. Please review the privacy policy posted on our website, travallamains.com. It contains additional information about our practices.
Why do you collect my NPI?	We collect NPI when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.
What NPI do we share?	We may provide to affiliates and/or nonaffiliated third parties the same NPI listed above in the section entitled, "What types of information do we collect?"
How do you safeguard my NPI?	Employees who have access to your NPI are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information, you must submit a request using our online form on our website, travallamains.com, or calling our toll-free number at 877-813-2304. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail or via
email at info@travallamains.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once through any of the above methods, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You may make your request using any of the above methods.

Residents of California and Nevada have additional rights over their non-public personal information if it is not governed by the Gramm-Leach-Bliley Act. For more information about these rights, please consult our online privacy policy posted on our website, travallamains.com.

FOR RESIDENTS OF MASSACHUSETTS ONLY WHO ARE P&C CUSTOMERS: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Key words and phrases	TERMS YOU SHOULD KNOW

Definitions	
Everyday business purposes	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: • Processing transactions, mailing and auditing services; • Administering insurance coverage, product, services or claims; • Providing information to credit bureaus; • Protecting against fraud; • Responding to court/governmental orders or subpoenas and legal investigations; and • Responding to insurance regulatory authorities.
Affiliates	Financial or nonfinancial companies related by common ownership or control. • *Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.*
Nonaffiliated Third Parties	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services. • *The Company does not share information with nonaffiliates to market their products to you*.

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *The Company does not jointly market.*

Changes to this Privacy Notice; contact us	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes. If you have any questions about your contract with us, you should contact your agent. If you have questions specific to our Privacy Notice, contact our Privacy Office via mail or via email at info@travallamains.com.

This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the “Company:”

The insurer and its affiliated companies.

Fraud Warnings Disclosure
Property and Casualty Application Addendum

TO BE ATTACHED TO AND FORM PART OF THE APPLICATION. IF FRAUD WARNINGS ARE INCLUDED IN THE APPLICATION TO WHICH THIS IS ATTACHED, THIS DISCLOSURE REPLACES THOSE WARNINGS.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which may subject the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, PR, RI, TN, TX, VA, VT, WA, and WV.)

In **Arkansas**, **Louisiana**, **Rhode Island**, **or West Virginia**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Alabama**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

In **Colorado**: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

In **District of Columbia**: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In **Kansas**:

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

In **Kentucky**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

In **Tennessee** or **Washington**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In **Maryland**: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Minnesota**: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

In **New Jersey**: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In **New Mexico**: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

In **New York**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

In **Ohio**: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In **Oklahoma**: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In **Oregon**: Any person who knowingly and with intent to defraud any insurer or other person files an application for insurance or statement of claim containing any materially false information upon which an insurer relies, if such information was either material to the risk assumed by the insurer or the misinformation was provided fraudulently, may commit a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

In **Pennsylvania**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In **Puerto Rico**: Any person who has committed fraud, as defined in the law, shall incur a felony, and if convicted, shall be sanctioned for each violation by a penalty of a fine of not less than five thousand dollars ($5,000), nor more than ten thousand dollars ($10,000), or a penalty of imprisonment for a fixed term of three (3) years, or both penalties. If there were aggravating circumstances, the fixed penalty thus established may be increased up to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years. In addition to the penalties provided in this chapter, any person who, as a result of the fraud thus committed is benefited in any way to obtain insurance, or in the payment of a loss pursuant to an insurance contract, shall be imposed the payment of restitution of the amount of money resulting from the fraud. Every violation shall have a prescription term of (5) five years.

In **Texas**: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In **Vermont**: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Virginia**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company.

SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED