

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724  
(Hereinafter referred to as "the Company")

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**INDIVIDUAL TRAVEL INSURANCE POLICY**

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the accompanying Declarations Page, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that Declarations Page is incorrect.

**TEN DAY LOOK:** If You are not satisfied for any reason, You may cancel insurance under this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 10 days from the Effective Date of Your Insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

**Renewal:** Coverage under this Policy is not renewable.

Signed for **United States Fire Insurance Company** By:



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

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## SCHEDULE OF BENEFITS

### A. Travel Arrangement Protection

Trip Cancellation ▪ Trip Cost	up to \$100,000
Trip Interruption ▪ Trip Cost Insured	up to 150%
Missed Connection	up to \$500
Travel Delay ▪ \$250 per day	up to \$1,000
Baggage and Personal Effects	up to \$2,500
Baggage Delay	up to \$500
Cancel For Any Reason Benefit ▪ Non-Refundable Insured Trip Cost	up to 75%
Interruption For Any Reason Benefit ▪ Non-Refundable Insured Trip Cost	up to 75%
Change Fee	up to \$300
Reimbursement of Miles or Reward Points	up to \$75.00
Sports Equipment Rental ▪ \$500 per day	up to \$2,000
Search and Rescue	up to \$10,000
Rental Car Damage	up to \$40,000

### B. Travel Insurance Benefits

Accidental Death & Dismemberment ▪ Common Carrier Only	up to \$100,000
Medical Expense / Emergency Assistance ▪ Accident & Sickness Medical Expense	up to \$100,000

## SECTION I: EFFECTIVE DATE AND TERMINATION DATE

### When Coverage for Your Trip Begins – Coverage Effective Date

#### Trip Cancellation

Coverage begins at 12:01 a.m. on the day after the date the appropriate premium for this Policy is received by iTravelInsured, Inc. This is Your “Effective Date” and time for Trip Cancellation.

## All Other Coverages

Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages, except Trip Cancellation.

### When Coverage for Your Trip Ends – Coverage Termination Date:

Your coverage automatically ends on the earlier of:

1. the date Your Trip is completed;
2. the Scheduled Return Date;
3. Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Policy. Termination of this Policy will not affect a claim for loss that occurs after premium has been paid.

### Extension of Coverage

All coverages under this Policy will be extended if Your entire Trip is covered by this Policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 10 days after the Scheduled Return Date.

## SECTION II: COVERAGES

### Trip Cancellation

Benefits will be paid, up to the Maximum Benefit Amount shown in the Declarations Page, to reimburse You for the amount unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements, including up to \$75 for the cost of airline-imposed fees to rebank frequent flyer miles for air flights to join Your Trip when You are prevented from taking Your Trip due to:

1. Your or a Family Member’s or a Traveling Companion’s or a Business Partner’s or a Child Caregiver’s death, which occurs before departure on Your Trip;
2. Your or a Family Member’s or a Traveling Companion’s or a Business Partner’s or a Child Caregiver’s covered Sickness or Injury, which:
  - (a) occurs before departure on Your Trip,
  - (b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and
  - (c) prevents Your participation in the Trip;
3. for the **Other Covered Reasons** listed below; provided such circumstances occur while coverage is in effect.

“**Other Covered Reasons**” means:

- (a) You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- (b) Your or Your Traveling Companion’s primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days

after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if:

- i. the building structure itself is unstable and there is a risk of collapse in whole or in part;
  - ii. there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood;
  - iii. immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or
  - iv. the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- (c) Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result.
- (d) a documented theft of passports or visas;
- (e) a permanent transfer of employment of 250 miles or more;
- (f) You or Your Traveling Companion being directly involved in a traffic Accident, substantiated by a police report, while enroute to Your scheduled point of departure;
- (g) unannounced Strike that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- (h) Inclement Weather that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- (i) mechanical breakdown that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- (j) a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- (k) You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- (l) involuntary employer termination or layoff of You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year.
- (m) a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- (n) revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.
- (o) Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator or travel agency, organization or firm from whom You purchased Your Travel Arrangements supplied by others) causing a complete cessation of travel services more than 10 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 20 days of the date Your initial deposit/payment for Your Trip is received;
- (p) Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;

- (q) You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required.
- (r) Up to 7 days mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- (s) You, Your Traveling Companion or Family Member traveling with You is directly involved in the merger of Your employer or the acquisition of Your employer by another company.
- (t) a cancellation of Your Trip within 24 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for the Trip Cancellation Benefits;
- (u) a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments or Deposits that result from all other delays of reporting beyond 72 hours are not covered.

The maximum payable under this Trip Cancellation Benefit is the lesser of the total amount of coverage You purchased or the Maximum Benefit Amount shown in the Declarations Page.

### Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is cancelled for a covered reason and You do not cancel Your Trip.

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

### Trip Interruption

Benefits will be paid, up to the Maximum Benefit Amount shown in the Declarations Page or b) 150% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

- (a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate Travel Arrangements by the most direct route possible to reach Your Trip destination; or
- (b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure, each by the most direct route possible.

Trip Interruption must be due to:

1. Your or a Family Member's or a Traveling Companion's or a Business Partner's or a Child Caregiver's death, which occurs while You are on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's or a Child Caregiver's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) prevents Your continued participation on Your Trip;
3. for the **Other Covered reasons** listed below; provided such circumstances occur while coverage is in effect. "**Other Covered reasons**" means:

- (a) You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- (b) Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable and remaining uninhabitable during Your scheduled Trip, by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- (c) Your or Your Traveling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other Natural Disaster and You and/or Your Traveling Companion are required to work as a result.
- (d) a documented theft of passports or visas;
- (e) a permanent transfer of employment of 250 miles or more;
- (f) You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while enroute to Your scheduled point of departure;
- (g) Unannounced Strike that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- (h) Inclement Weather that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- (i) Mechanical breakdown that causes complete cessation of services for at least 6 consecutive hours of the Common Carrier on which You are scheduled to travel;
- (j) a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster;
- (k) You or Your Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
- (l) Involuntary employer termination or layoff of You or a Traveling Companion. Employment must have been with the same employer for at least 1 continuous year.
- (m) a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- (n) Revocation of Your previously granted military leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.
- (o) Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator or travel agency, organization or firm from whom You purchased Your Travel Arrangements supplied by others) causing a complete cessation of travel services more than 10 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Policy has been purchased within 20 days of the date Your initial deposit/payment for Your Trip is received;

- (p) You, Your Traveling Companion or a Family Member traveling with You is required to work during the Trip. A written statement by an unrelated company official and/or the human resources department demonstrating revocation of previously approved time off will be required.
- (q) up to 7 days mandatory evacuation ordered by local government authorities at Your Trip destination (or official public evacuation notices or recommendations without a mandatory evacuation order issued) due to adverse weather or Natural Disaster;
- (r) You, Your Traveling Companion or Family Member traveling with You is directly involved in the merger of Your employer or the acquisition of Your employer by another company.
- (s) a cancellation of Your Trip within 24 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 14 days following Your Effective Date of coverage for the Trip Cancellation Benefits;
- (t) a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Missed Connection Benefit.

### **Additional Trip Interruption Benefits**

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation, telephone call and local Transportation Expenses incurred by You to remain with Your Traveling Companion up to \$200 per day, limited to 5 days a maximum of \$1,000.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 150% of the Maximum Benefit Amount shown in the Declarations Page.

### **Single Supplement**

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is interrupted for a Covered reason and You do not interrupt Your Trip.

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

### **Missed Connection**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

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

We will reimburse You, up to the Maximum Benefit Amount shown in the Declarations Page, for:

- (a) Your Additional Transportation Cost to join Your Trip; and
- (b) Your Prepaid expenses for the unused land or water Travel Arrangements; and
- (c) reasonable accommodation and meal expenses up to \$125 per day necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

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

## Travel Delay

Benefits will be paid up to \$250 per day for:

Reasonable accommodation, meal and local Transportation Expenses incurred by You , up to the Maximum Benefit Amount shown in the Declarations Page, if You are delayed for 6 hours or more while enroute to or from, or during Your Trip, due to:

- (a) Any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- (b) A traffic Accident in which You or Your Traveling Companion is not directly involved (must be substantiated by a police report);
- (c) Lost or stolen passports, travel documents or money (must be substantiated by a police report);
- (d) Quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- (e) A documented weather condition preventing You from getting to the point of departure.

If You are delayed by a Common Carrier while enroute to the final return destination of Your Trip and have placed Your cat or dog in a kennel for the duration of Your Trip and You unable to collect cat or dog on the day previously agreed with the kennel, benefits will be paid up to \$100 per day, up to \$500 to cover the necessary additional kennel fees.

- (a) You must provide the following documentation when presenting a claim for these benefits: written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the loss, including but not limited to; scheduled departure and return times and actual departure and return times;
- (b) Written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

When You are delayed enroute to or from Your Trip, We will also reimburse You :

- (1) Up to \$100 for airline club admission incurred at a sponsored airline club at the airport during which time You are experiencing a flight delay of 6 hours or more. Receipts for the expenses incurred must be submitted for reimbursement;
- (2) Up to \$50 for expenses incurred directly related to internet usage fees incurred while You are experiencing a Common Carrier delay. Receipts for the expenses incurred must be submitted for reimbursement;
- (3) Up to \$15 for one movie, in the event Your delay results in an unscheduled overnight stay (other than in Your Home residence) if You are delayed enroute to or from Your Trip. This does not include movie rentals that are rated "X" or above by the Classification and rating Administration (CARA).

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

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

## Baggage and Personal Effects

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Declarations Page:

- (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects;
- (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Policy; and
- (c) occurring while coverage is in effect.

## **Valuation and Payment of Loss**

The lesser of the following amounts will be paid:

- (1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- (2) the cost to repair or replace the article with material of a like kind and quality; or
- (3) \$250 per article.

For claimed items without original receipts, payment of loss will be calculated based upon 50% of the Actual Cash Value at the time of loss, not to exceed \$250 per article.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

- (1) repair or replace any part to restore the pair or set to its value before the loss; or
- (2) pay the difference between the value of the property before and after the loss.

## **Baggage and Personal Effects does not include:**

- (1) animals;
- (2) automobiles and automobile equipment;
- (3) boats or other vehicles or conveyances;
- (4) trailers;
- (5) motors;
- (6) aircraft;
- (7) bicycles, except when checked as baggage with a Common Carrier;
- (8) household effects and furnishings;
- (9) antiques and collectors' items;
- (10) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- (11) artificial limbs or other prosthetic devices;
- (12) prescribed medications;
- (13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- (14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- (15) professional or occupational equipment or property, whether or not electronic business equipment or
- (16) sporting equipment if the loss results from the use thereof; or

## **Baggage Delay**

If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Declarations Page, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim. We will reimburse You less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Declarations Page, for the cost of reasonable additional clothing

and personal articles purchased by You, if Your Baggage is delayed for 24 hours or more during Your Trip.

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

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

- (a) breakage of brittle or fragile articles;
- (b) wear and tear or gradual deterioration;
- (c) confiscation or appropriation by order of any government or custom's rule;
- (d) theft or pilferage while left in any unlocked or unattended vehicle;
- (e) property illegally acquired, kept, stored or transported;
- (f) Your negligent acts or omissions; or
- (g) property shipped as freight or shipped prior to the Scheduled Departure Date ;
- (h) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

### **Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay**

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

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

Your Duties After Loss of or Damage to Property or Delay of Baggage:

In case of loss, theft, damage or delay of baggage or personal effects, and You must:

- (a) take all reasonable steps to protect, save or recover the property;
- (b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- (c) produce records needed to verify the claim and its amount ,and permit copies to be made:
- (d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items; and
- (e) allow the company to examine baggage or personal effects, if requested.

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

### **Cancel For Any Reason Benefit**

If You cancel Your Trip for any reason not otherwise covered by this Policy, benefits will be paid for 75% of the Prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip provided:

- (a) Your Payment for this Policy and enrollment form is received within 20 days of the date Your initial Payment or Deposit for Your Trip is received and;
- (b) You insure 100% of the Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 20 days of the Payment or Deposit for those Travel Arrangements the cost of any subsequent Travel Arrangements (or any other Travel Arrangements not made through Your travel agent) added to Your Trip; and
- (c) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

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

### **Interruption for Any Reason Benefit**

If You interrupt Your Trip, 48 hours or more after Your actual Departure Date, for any reason not otherwise covered by this Policy, benefits will be paid, up to 75% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements.

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

### **Change Fee**

The Company will pay a maximum of \$300 for the fees associated with a change to Your air itinerary.

### **Reimbursement of Miles or Reward Points**

If You have Trip Cancellation Benefits under this Policy and cancel Your Trip for a Covered reason, benefits will be paid up to the Maximum Benefit Amount of \$75 as shown in the Declarations Page for any Penalty cost of putting the miles or reward points back in the account they were removed from. This will not duplicate any benefits paid under the Trip Cancellation Benefit and is subject to the same General Exclusions and Limitations.

### **Sports Equipment Rental**

If, while on Your Trip, Your checked sports equipment is lost, stolen, damaged or delayed by a Common Carrier for 12 hours or more, benefits will be paid, up to the Maximum Benefit Amount shown in the Declarations Page for the reasonable cost of renting sports equipment during Your Trip.

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

### **Search and Rescue**

Search and rescue applies to the following persons only: You, a Family Member traveling with You and/or Your Traveling Companion, referred to below as Person.

If the Person(s), should become lost, disoriented, or be reported missing while on a Trip during recreational activity that is appropriate for that Person's abilities and expertise, We will pay on the Person's behalf up to the Maximum Benefit Amount shown in the Declarations Page, not to exceed four days, costs for one (1) organized Search and rescue by appropriate authorities.

Search and rescue means those reasonable costs incurred, but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within 100 miles of the person's last known location before the loss occurrence. This benefit can only be activated when someone makes a formal report of the Person's need for Search and rescue to an agency or authority who can activate a Search and rescue, and the Person provides the agency or authority with enough specific and credible details of how, when, where the Person might be located so that an official and organized Search and rescue can be activated.

## **Specific Waiver of Liability for Search and Rescue**

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

Claims Procedures: The Person must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

Benefits are not payable under Search and rescue for any loss resulting from:

- (1) Heli-skiing;
- (2) Extreme skiing;
- (3) Payment in any way for fines, damages, penalties, or litigation that may be imposed against You , as a result of Your activities or actions;
- (4) Deliberately choosing to be absent.

## **Rental Car Damage**

You are eligible for benefits up to the Maximum Benefit Amount shown in the Declarations Page, if You rent a car while on Your Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control while in Your possession, or the car is stolen while in Your possession and is not recovered.

### **We will pay the lesser of:**

- (a) the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- (b) the Actual Cash Value of the car; or
- (c) the amount shown in the Declarations Page.

Coverage is provided to You , provided You are a licensed driver and are listed on the rental agreement.

### **Coverage is not provided for loss due to:**

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. any loss which occurs if You or anyone traveling with You are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;

7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**“Exotic Vehicles”** means Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clénet, Corvette, Cosworth, DeLorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls-Royce, Rover, Stutz, Sterling, Triumph, and TVR, or any antique or any other car with a Manufacturers Suggested retail Price (MSRP) over \$40,000.

**Additional Claims Provisions Specific To Rental Car Damage**

- (a) The following outlines Your duties in the event of any damage to the vehicle. You must:
- (b) Take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
- (c) Report the loss to the appropriate local authorities and the rental company as soon as possible;
- (d) Obtain all information on any other party involved in the Accident, such as name, address, insurance information and driver’s license number;
- (e) Provide Us all documentation such as rental agreement, police report and damage estimate.

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

**Common Carrier Accidental Death and Dismemberment**

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You sustain an Injury while a passenger (not as a pilot, operator or member of the crew)riding in, boarding or alighting from a public conveyance provided by a Common Carrier that results in a loss shown in the Table of Losses below. The loss must occur within one hundred eighty one (181) days after the date of the Injury causing the loss. The Principal Sum is the Maximum Benefit Amount shown in the Declarations Page.

**Table of Losses**

<b>Type of Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of Principal Sum
Loss of both hands	100% of Principal Sum
Loss of both feet	100% of Principal Sum
Loss of both eyes	100% of Principal Sum
Loss of one hand and one foot	100% of Principal Sum
Loss of one hand and one eye	100% of Principal Sum
Loss of one foot and one eye	100% of Principal Sum
Loss of one hand	50% of Principal Sum
Loss of one foot	50% of Principal Sum
Loss of one eye	50 % of Principal Sum
Loss of thumb and index finger of the same hand	25% of Principal Sum

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

**Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one Accident.

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

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

The Principal Sum is shown in the Declarations Page.

## **Exposure and Disappearance**

We will pay benefits for covered losses that result from Your being unavoidably exposed to the elements because of a Covered Accident occurring during Your Trip. The loss must occur within 365 days after the event that caused the exposure.

If, while insured under this Coverage You are in an Accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this Coverage, and if Your body has not been found within 52 weeks from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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

## **Accident & Sickness Medical Expense**

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

Benefits will include up to \$1,000 for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

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

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a Covered Accidental Injury or covered Sickness. The Program Medical Advisor will coordinate advance payment to the Hospital.

For the purpose of this benefit:

“Covered Expense,” means expense incurred only for the following:

1. The medical services, prescription drugs, and therapeutic services ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Your Trip, if recommended as a substitute for a Hospital room for recovery from a Covered Accidental Injury or covered Sickness);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital.

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

### SECTION III. DEFINITIONS

“**Accident**” means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

“**Actual Cash Value**” means current replacement cost for items of like kind and quality.

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

“**Air Carrier**” means any air conveyance operating under a valid license for the transportation of passengers for hire.

“**Baggage and Personal Effects**” means luggage, personal possessions and travel documents taken by You on Your Trip.

“**Bankruptcy or Default**” means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

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

“**Caregiver**” means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. 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.

“**Child Caregiver**” means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

“**Common Carrier**” means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire

“**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 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 does 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 occurs while coverage is in force and results in a loss for which benefits are payable.

“**Covered Vehicle**” means a private passenger vehicle (including mini-vans, pickup trucks and sport utility vehicles) which is registered or rented to You during Your Trip, which is rated  $\frac{3}{4}$  ton in weight or less, not used for racing, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use.

**“Dive/Diving”** means recreational snorkeling or scuba Diving, Dive training or Diving as a scuba instructor, Dive master, underwater photographer or while performing research under the auspices and following the Diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba Diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least 10 years of age and qualified as a Diver; the holder of a valid diver’s certificate (recognized by international Diving organizations); and according to the generally accepted

standards of the Diving community or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and Diving with a qualified Diving instructor affiliated with a certifying organization or agency.

**“Domestic Partner** means an opposite or same sex partner who, for at least 12 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have 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.

**“Economy Transportation”** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

**“Elective Treatment and Procedures”** means any Medical Treatment or surgical procedure that is not medically necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**“Family Member”** means any of the following Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Home”** means Your primary place of residence.

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

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

**“Injury” or “Injuries”** means bodily harm and/or decompression illness caused by an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Insured”** means a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.

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

**“Legally Qualified Physician”** means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Declarations Page.

**“Medically Fit to Travel”** means based on assessment a Legally Qualified Physician has advised You , a Traveling Companion, Family Member or Business Partner booked to travel with You in writing that there is no medical condition, illness, Injury or Sickness that would likely interfere with a Trip at the time of purchase of Coverage for a Trip.

**“Medically Necessary”** means a service, which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community, practice.

**“Medical Treatment”** means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted reasonable person to seek diagnosis, care or treatment.

**“Natural Disaster”** means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**“Partial Hospitalization”** means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient’s functional level and prevent relapse or full hospitalization. Partial hospital programs are usually furnished by a Hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

**“Payments or Deposits”** means the cash, check, or credit card amounts, actually paid for Your Trip.

**“Penalty”** means a fee assessed for canceling a reservation. For airline tickets, the cancellation Penalty is usually collected by refunding only a portion of the ticket price. For hotel reservations, the cancellation Penalty is charged to the credit card or deposit used to secure the reservation.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You : 1)received or received a recommendation for a test, examination, or Medical Treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Policy.

**“Prepaid”** means Payments or Deposits paid to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date.

**“Program Medical Advisor”** means iTravellnsured, Inc.

**“Published Penalties”** means any published cancellation penalties levied by Your travel agency or travel supplier that apply to all clients of the travel agency or travel supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency. The maximum amount reimbursable for travel agency Published Penalties is 25% of the total trip cost excluding taxes and other non-commissionable items.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on Your Trip.

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

**“Sickness”** means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness and is considered a Pre-Existing Condition as defined herein and is not covered by the Policy.

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an act of violence, that is deemed terrorism by the United States Government 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 alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government. The Terrorist Incident must be documented in a Travel Warning issued by the United States' Department of State advising Americans to avoid that certain country.

**“Third Party”** means a person or entity other than You or the Company.

**“Transportation Expense”** means the cost of Medically Necessary conveyance, personnel, and services.

**“Travel Arrangements”** means: (a) transportation; (b) accommodations; and (c) other specified services for Your Trip.

**“Travel Advisory or Travel Warning”** means U.S. State Department communication advising caution in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), Natural Disaster or outbreak of one or more contagious diseases.

**“Traveling Companion”** means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

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

**“Trip”** means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip

**“Us”, “We”, “Our”** means United States Fire Insurance Company.

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

## **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS**

### **Benefits are not payable for any loss due to, arising or resulting from:**

1. suicide, attempted suicide or any intentionally self-inflicted injury of You , a Traveling Companion, Family Member or Business Partner booked to travel with You , while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;

5. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
8. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
9. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
10. dental treatment (except as coverage is otherwise specifically provided herein);
11. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Declarations Page;
12. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
13. a loss or damage caused by detention, confiscation or destruction by customs;
14. Elective Treatment and Procedures;
15. Complications from Elective Treatment and Procedures otherwise not payable under this Policy;
16. Medical Treatment during or arising from a Trip undertaken for the purpose or intent of securing Medical Treatment;
17. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for Travel Arrangements for reasons other than Bankruptcy or Default;
18. business, contractual or educational obligations of You , a Family Member, Business Partner, or Traveling Companion;
19. a mental or nervous condition, unless hospitalized or Partially Hospitalized for that condition while the Policy is in effect for You;
20. a loss that results from a Sickness, Injury, disease or other condition, event or circumstance which occurs at a time when the Policy is not in effect for You ;
21. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto;
22. Diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in Diving;
23. Diving as a professional diver other than as a Diving instructor, Dive master, underwater photographer, or while performing research under the auspices and following the guidelines of the American Academy of Underwater Sciences (AAUS);
24. Diving in an area where Diving is forbidden.
25. an assessment from a Legally Qualified Physician advising You in writing that You , a Traveling Companion, Family Member or Business Partner booked to travel with You are not Medically Fit to Travel, as defined in the Policy, at the time of purchase of Coverage for a Trip.

### **Pre-Existing Condition Exclusion**

The Company will not pay for any expense as a result of any illness, disease, or other condition during the 60 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You :

- (a) received or received a recommendation for a test, examination, or Medical Treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- (b) took or received a prescription for drugs or medicine. This Exclusion does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Policy.

### **Waiver of the Pre-Existing Condition Exclusion**

The exclusion for Pre-Existing Condition will be waived provided:

- (a) Your Payment or Deposit for this Policy and enrollment form are received 20 days of the date Your initial Payment or Deposit for Your Trip is received and;
- (b) You are not disabled from travel at the time Your premium is paid.

### **Medically Fit To Travel Exclusion**

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

## **SECTION V. PAYMENT OF CLAIMS**

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

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

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

**Payment of Claims: When Paid:** We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

**Payment of Claims: To Whom Paid:** Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only one survives;
- (d) Your brothers and sisters jointly; or
- (e) Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

**Subrogation:** If the Company has made a payment for a loss under this Policy, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

## **SECTION VI. GENERAL PROVISIONS**

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

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with iTravellInsured, Inc..

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the iTravellInsured, Inc. with a written request for change. When the request is received, whether is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

**Misstatement of Age:** If premiums for are based on age and has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which is insured are based on age and has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

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

**Legal Actions:** All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

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

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

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

**Payment of Premium:** Coverage is not effective unless all premium has been paid iTravellInsured, Inc. prior to a date of loss or insured occurrence.

**Termination of This Policy:** Termination of this Policy will not affect a claim for Loss, which occurs while the Policy is in force.

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by to anyone else.

**Controlling Law:** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.