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8 **UNITED STATES DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA

9
 10 LOUIS B. EDLESON, on behalf of
 himself and all others similarly situated,

11
12 Plaintiff,

13 vs.

14 TRAVEL INSURED INTERNATIONAL,
 INC., and UNITED STATES FIRE
 15 INSURANCE COMPANY,

16 Defendants.

Case No. '21CV323 WQHAGS

**CLASS ACTION COMPLAINT
FOR:**

- 1. **UNJUST ENRICHMENT;**
and
- 2. **UNFAIR COMPETITION**
(California Business and
Professions Code § 17200).

DEMAND FOR JURY TRIAL

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1 Plaintiff, individually and on behalf of all others similarly situated (the
2 “Class,” as defined below), files this class action complaint against Travel Insured
3 International, Inc. and United States Fire Insurance Company (“Defendants”) for
4 unjust enrichment and unfair competition. Plaintiff alleges the following (a) upon
5 personal knowledge with respect to the matters pertaining to Plaintiff; and (b) upon
6 information and belief with respect to all other matters, based upon, among other
7 things, the investigations undertaken by Plaintiff’s counsel. Plaintiff believes that
8 substantial additional evidentiary support will exist for the allegations set forth
9 below after a reasonable opportunity for discovery.

10 I. INTRODUCTION

11 1. This is a class action for damages and restitution against Travel
12 Insured International, Inc. (“Travel Insured”) and United States Fire Insurance
13 Company (“U.S. Fire Insurance”) (collectively, “Defendants”) arising from their
14 unfair business practices towards Plaintiff and other similarly situated travel
15 insurance policyholders. Plaintiff and the Class seek to represent: (1) persons who
16 purchased a travel protection plan from Travel Insured which included an array of
17 travel-related protections offering coverage for both pre- and post-departure perils;
18 (2) whose insured travel plans were canceled prior to departure; and (3) did not
19 receive any *pro rata* refund for that portion of the gross policy premium which was
20 paid exclusively for post-departure coverages that were unearned by Defendants
21 because of the cancellation of those trips. Plaintiff and the Class have suffered
22 injury in the form of monetary loss and other harms because they paid premiums for
23 insurance coverages that could not materialize due to cancellation of their trips.
24 Defendants were never exposed to, or assumed, any transferred risk of loss. In other
25 words, Defendants are collecting premiums for illusory insurance coverage.

26 2. Travel insurance provides reimbursement in the event of financial loss
27 or hardship related to travel. Travel insurance is available to cover a wide array of
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1 risks associated with travel, including both pre-departure risks, such as the loss of
2 prepaid nonrefundable deposits or payments if a trip is canceled prior to departure,
3 as well as risks that arise exclusively post-departure, such as interruption of a trip,
4 medical or dental emergencies during a trip, and lost, stolen or damaged baggage.
5 By its nature, this second category of coverages – exclusively for post-departure
6 risks – is insurance coverage providing coverage for travel related risks that can
7 only arise after travel is underway.

8 3. Travel Insured administers single trip travel insurance plans on behalf
9 of U.S. Fire Insurance and other insurers. Travelers can purchase travel insurance
10 from Travel Insured through several distribution channels, including from a travel
11 agent (either online or traditional “brick and mortar”), and any Travel Insured travel
12 partner.

13 4. U.S. Fire Insurance underwrites travel insurance policies sold by
14 Travel Insured. *See* Plaintiff’s Travel Protection Plan documents attached hereto as
15 **Exhibit A**.

16 5. Defendants offer a variety of single-trip “Travel Protection Plans,”
17 which can include some or all of the travel insurance protections offered by
18 Defendants. Typically, the more perils covered, the more expensive the gross
19 premium for all the policy coverages combined within a single plan.

20 6. The Travel Protection Plans sold by Defendants include travel
21 insurance benefits that are applicable exclusively post-departure, meaning that
22 Defendants are not at risk of having to cover the associated risks prior to
23 commencement of actual travel by the insured.

24 7. When a customer buys a Travel Protection Plan from Defendants, he
25 or she receives a policy which describes the terms and conditions of the purchased
26 travel insurance. The Schedule of Benefits delineates the different policy benefits
27 provided by the policy.

1 8. Defendants can readily identify the pro rata share of the gross premium
2 which is attributable to each policy benefit purchased by the insured under that
3 person's specific plan.

4 9. Defendants' Travel Protection Plans do not address how to handle
5 premium refunds with respect to Defendants' legal obligation to refund any portion
6 of the gross insurance premium that was paid in advance for specific post-departure
7 coverages that were in fact never provided.

8 10. If an insurer assumes no risk in a contract for insurance, then the
9 insurer has suffered no bargained for detriment, and in the absence of that
10 consideration the insured's premium must be returned.

11 11. When a policyholder informs Defendants that his or her trip is
12 canceled, Defendants do not return the pro rata portion of the gross premium which
13 the insured paid exclusively for coverage of post-departure risks – which risks are
14 never assumed by, or transferred to Defendants, when the trip is canceled prior to
15 commencement of actual travel.

16 12. "If an insurer assumes no risk in a contract for insurance, then the
17 insurer has suffered no bargained for detriment, and in the absence of that
18 consideration the insured's premium must be returned." *Anderson v. Travelex Ins.*
19 *Servs., Inc.*, No. 8:18-CV-362, 2019 U.S. Dist. LEXIS 73407, at *3 (D. Neb. May
20 1, 2019).

21 13. When an insured's trip is canceled prior to departure, Defendants are
22 obligated to return the portion of the premium paid for coverage of risks that are
23 only applicable post-departure. This is because the portion of the gross premium
24 paid in exchange for these exclusive post-departure benefits is unearned because
25 Defendants were never at risk of having to cover the perils of actual travel.

26 14. The American Academy of Actuaries Travel Insurance Task Force
27 found in its 2018 report that: "if a policy includes only benefits that cover post-
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1 departure exposures (*e.g.*, trip interruption, medical), there is no risk exposure
2 between the policy purchase date and the departure date. Consequently, no
3 premium should be earned for the pre-departure period.” American Academy of
4 Actuaries Travel Insurance Task Force, “Travel Insurance: An Actuarial
5 Perspective,” at 18 (Sept. 2018).

6 15. Defendants did not provide any consideration in return for the portion
7 of the gross premium associated with post-departure perils, which Defendants
8 always require be paid in advance of travel.

9 16. Defendants’ systematic failure to return the unused and unearned
10 premium to purchasers of Travel Insured’s Travel Protection Plans is
11 unconscionable, unjust, and unlawful. Each member of the proposed Class (defined
12 below) has been similarly damaged by Defendants’ misconduct and is entitled to
13 restitution of the portion of the gross premium that Defendants accepted in
14 exchange for insuring against post-departure risks, but for which they never
15 provided any coverage (*i.e.*, assumed the specified risks) in return.

16 **II. PARTIES**

17 17. Plaintiff Louis B. Edleson is a citizen and resident of San Diego,
18 California.

19 18. Defendant Travel Insured International, Inc. is a corporation with its
20 principal place of business at 855 Winding Brook Drive, Glastonbury, CT 06033.

21 19. Defendant United States Fire Insurance Company’s principal place of
22 business is located in Morristown, NJ. It is licensed in all 50 states, DC, the Virgin
23 Islands and Puerto Rico. U.S. Fire Insurance underwrites Travel Insured Travel
24 Protection Plans that are issued to insureds across the country.

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1 **III. JURISDICTION AND VENUE**

2 20. This Court has original jurisdiction over the claims asserted herein
3 individually and on behalf of the class pursuant to 28 U.S.C. § 1332, as amended by
4 the Class Action Fairness Act of 2005. Subject matter jurisdiction is proper
5 because: (1) the amount in controversy in this class action exceeds five million
6 dollars, exclusive of interest and costs; and (2) there are more than 100 Class
7 Members; (3) at least one member of the Class is diverse from Defendants; and (4)
8 Defendants are not governmental entities.

9 21. Personal jurisdiction is proper as Defendants have purposefully availed
10 themselves of the privilege by conducting business activities within this state.
11 Venue is proper in this District pursuant to 28 U.S.C. § 1391, as a substantial part of
12 the events giving rise to the claims asserted herein occurred in this District. At all
13 pertinent times, Defendants were (and remain) in the business of marketing,
14 advertising, distributing, and selling travel insurance throughout this state and
15 nationwide.

16 **IV. FACTUAL ALLEGATIONS**

17 **A. Defendants’ Travel Insurance Policies and Practices**

18 22. Travel insurance is an insurance product for covering unforeseen
19 losses incurred *while travelling*, either internationally or domestically. Basic
20 policies cover emergency medical expenses while overseas, while comprehensive
21 policies typically include coverage for trip cancellation, lost luggage, flight delays,
22 public liability, and other expenses.

23 23. Defendants sell travel insurance policies. These policies are designed
24 specifically to cover the perils associated with a specific trip.

25 24. Pursuant to an agreement executed between Travel Insured and U.S.
26 Fire Insurance, Travel Insured is responsible for collecting and refunding premium
27 payments in connection with the travel insurance underwritten by U.S. Fire
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1 Insurance. Travel Insured is the plan administrator.

2 25. Travel Insured offers a variety of Travel Protection Plans. The
3 premiums for the plans are based on the risk assumed by Defendants. Travel
4 insurance companies state that the risk they face is determined by a number of
5 factors, almost many of which are based on perils that could potentially occur, if at
6 all, once a trip commences. As stated by one travel insurance company:

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8 **Your Price Depends on the Element of Risk**

9 When figuring out how much travel insurance costs, remember the price you
10 pay depends in large part on how large of a trip investment you are making –
11 your trip cost!

12 Age, trip cost, plan type, number of travelers, and for some plans destination
13 and trip length: all these factors can help determine risk, and often determine
14 the cost of your policy.¹

15 26. Travel Protection Plans, including those sold by Defendants, protect
16 against perils for both pre-departure and post-departure events.

17 27. *Pre-departure insurance coverage* is often provided jointly by
18 Defendants as “Trip Cancellation” insurance coverage, which is a common pre-
19 departure coverage offered by Defendants.

20 28. Other times, Travel Insured may provide pre-departure trip
21 cancellation protection as a non-insurance benefit provided directly by the tour
22 operator or provider.

23 29. The common denominator of Travel Insured’s single-trip Travel
24 Protection Plans (regardless of how the pre-departure protection is provided) is that

25 ¹ See website of Berkshire Hathaway Travel Protection, available at
26 <https://www.bhttp.com/how-much-does-travel-insurance-cost>, last visited Feb. 22,
27 2021.

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1 they include at least one insurance benefit provided by Defendants covering a peril
2 which can only arise post-departure and has zero possibility of ever occurring prior
3 to commencement of the single insured trip.

4 30. The *post-departure insurance coverages* offered in Defendants' Travel
5 Protection Plans include benefits for Trip Interruption, Missed Connection, Travel
6 Delay, Medical Expense/Emergency Evacuation, Baggage and Personal Effects and
7 Baggage Delay coverages.

8 31. The effective date for which various insurance coverage takes effect
9 differs depending on the type of coverage. For example, the pre-departure insurance
10 coverage Trip Cancellation coverage begins "12:01 a.m. on the day after the date
11 the appropriate premium for this policy for Your Trip is received by the Company
12 or its authorized representative prior to the scheduled departure time on the
13 Scheduled Departure Date of Your Trip."

14 32. Post-departure coverages, on the other hand, are not effective until the
15 trip has commenced. Defendants did not agree to assume post-departure risks until
16 the post-departure coverages took effect, which, according to Plaintiff's policy, was
17 the date and time the covered trip actually begins.

18 33. In the Travel Protection Plan sold to Plaintiff, the post-departure
19 Travel Delay coverage does not commence until a person is "en route to and from
20 the Covered Trip." The Travel Insured policy, therefore, specifically provides that
21 post-departure risks are not assumed, and therefore do not attach, until the time that
22 the insured actually departs on their covered travel.

23 34. All other post-departure coverages begin "when You depart on the first
24 Travel Arrangement (or alternate travel arrangement if You must use an alternate
25 Travel Arrangement to reach Your Trip destination) for Your Trip." Regardless of
26 the specific benefits offered, the coverage for post-departure benefits in Defendants'
27 Travel Protection Plans expressly do not take effect until the trip begins.

1 40. The Travel Protection Plan that Mr. Edleson purchased included both
2 pre- and post- departure benefits. Significantly, almost all the coverages are for
3 post-departure benefits, meaning Defendants are never at risk for paying out a
4 single penny of these coverages under circumstances where the travel/trip never
5 commences because it is canceled in advance. Section II of the policy is entitled
6 “Coverages” and contains the various benefits of the policy. Coverage A in Section
7 II, entitled “Trip Cancellation,” provides benefits in the form of partial
8 reimbursement of non-refundable deposits and payments the insured paid for the
9 travel. This is the only coverage provided by the policy for benefits related to pre-
10 departure events.

11 41. Significantly, even with respect to the Coverage A Trip Cancellation
12 benefit, Defendants face no risk with respect to payments that the travel company
13 refunds, since the policy specifically only applies to “non-refundable” costs. Thus,
14 if the travel company reimburses the insured for costs or payments made for travel
15 after a trip is canceled, Defendants are not liable for such costs or expenses.

16 42. The rest of the Coverages provided by the travel insurance all pertain
17 to events/risks that can occur only after a trip commences. Thus, under Section II,
18 the following additional Coverages apply to post-departure events:

19 ● **Coverage B** – Trip Interruption (applies to events occurring after the
20 scheduled Departure Date, such as when “You must depart after Your Scheduled
21 Departure Date”)

22 ● **Coverage C** – Travel Delay (applies to events occurring solely after
23 Departure Date, such as if delay of travel caused by the common carrier, and other
24 events occurring during trip such as hijacking, natural disaster, riot, etc.)

25 ● **Coverage D** – Missed Connection (applies to missed connections
26 during trip)

27 ● **Coverage E** – Itinerary Change (applies “in the event Your Travel
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1 Supplier makes a change in Your Trip itinerary after Your Scheduled Departure
2 Date”)

- 3 ● **Coverage F** – Change Fee
- 4 ● **Coverage G** – Reimbursement of Miles or Reward Points
- 5 ● **Coverage H** – Baggage and Personal Effects (covers damage to
6 baggage and personal effects that occurs “while on a Trip”)
- 7 ● **Coverage I** – Non-Medical Emergency Evacuation (covers certain
8 expenses incurred “while on Your Trip”)
- 9 ● **Coverage J** – Accident & Sickness Medical Expense (covers certain
10 expenses incurred “during your Trip”)
- 11 ● **Coverage K** – Emergency Medical Evacuation (covers certain
12 expenses related to “a Sickness or Injury during the course of Your Trip”)
- 13 ● **Coverage L** – 24-Hour Accidental Death and Dismemberment (covers
14 certain expenses related to “an Injury occurring during Your Trip”)
- 15 ● **Coverage M** – Air Flight Only Accidental Death and Dismemberment
16 (covers death or dismemberment occurring during trip)
- 17 ● **Coverage N** – Rental Car Damage (covers damage to rental car
18 sustained during trip)

19 43. The coverages for these post-departure perils did not take effect until
20 commencement of the trip. As a result, in circumstances where the trip is canceled
21 prior to the departure date, Defendants bear zero risk of paying any benefits under
22 these coverages, which constitute the vast majority of coverages under the policy.

23 44. In or around March 2020, the cruise operator canceled the tour due to
24 the COVID-19 pandemic.

25 45. In April 2020, Mr. Edleson filed a Trip Cancellation Claim Form with
26 Travel Insured.

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1 46. Subsequently, the cruise operator (Viking) offered and paid to Plaintiff
2 a refund of the cost of the trip.

3 47. Defendants never properly responded to Plaintiff’s Trip Cancellation
4 Claim Form.

5 48. In September 2020, Plaintiff followed up with Defendants with respect
6 to the Trip Cancellation Claim Form, and requested a refund of the premium paid
7 for the travel insurance.

8 49. Travel Insured responded to the claim in a series of emails between
9 October 2020 and January 2021, in which Travel Insured refused to refund the
10 premium. Instead, Travel Insured only offered a voucher for use on future travel
11 insurance, which was worthless because the COVID-19 pandemic made any travel
12 impossible.

13 50. Neither Defendant ever refunded any premiums paid toward the Travel
14 Protection Plan purchased by Plaintiff.

15 51. Defendants’ failure to refund the premium for the travel insurance
16 allowed Defendants to be unjustly enriched. Because Plaintiff never commenced
17 his trip, the risks associated with post-departure perils never attached and none of
18 the post-departure coverages were effective. Thus, there was no consideration for
19 the portion of the premium paid for post-departure benefits. Therefore, Defendants
20 were obligated to return that portion of the gross premium that Mr. Edleson paid for
21 benefits exclusively covering post-departure risks.

22 52. Defendants’ practice of failing to refund any portion of the premiums
23 paid for post-departure benefits is systematic and uniform whenever an insured
24 cancels an insured trip, or a trip is canceled by the trip provider as occurred here,
25 before he or she embarks on the trip.

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1 **V. CLASS ACTION ALLEGATIONS**

2 53. Plaintiff brings this action both on behalf of Plaintiff and as a class
3 action pursuant to F.R.C.P. 23(a) and (b)(3), on behalf of the following Class:

4 All persons (including natural persons, corporations,
5 firms, partnerships, associations and other organizations
6 of persons) in the United States who, during the
7 applicable limitations period (the “Class Period”)
8 purchased a single trip Travel Protection Plan from
9 Defendants that included any coverages applicable
10 exclusively to post-departure risks, canceled their insured
trip or their trip was canceled prior to the scheduled
departure date, and did not receive a refund of any portion
of the premium for the policy.

11 54. This definition specifically excludes the following persons or entities:
12 (a) any Defendants named herein; (b) any of Defendants’ parent companies,
13 subsidiaries, and affiliates; (c) any of Defendants’ officers, directors, management,
14 employees, subsidiaries, affiliates, or agents; (d) all governmental entities; and (e)
15 the judges and chambers staff in this case, as well as any members of their
16 immediate families. Plaintiff reserves the right to expand, modify, or alter the class
17 definition in response to information learned during discovery.

18 55. This action is properly brought as a class action under F.R.C.P. 23 for
19 the following reasons:

20 A. **Numerosity:** The proposed Class is so numerous and
21 geographically dispersed throughout the United States that the joinder of all Class
22 Members is impracticable. While Plaintiff does not know the exact number and
23 identity of all Class Members, Plaintiff is informed and believes that there are
24 thousands of Class Members. The precise number of Class Members can be
25 ascertained through discovery;

26 B. **Commonality and Predominance:** There are questions of law
27 and fact common to the proposed Class which predominate over any questions that
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1 may affect particular Class Members. Such common questions of law and fact
2 include, but are not limited to:

3 • Whether Plaintiff and the Class Members purchased travel
4 insurance from Defendants;

5 • Whether the insured travel covered by the travel insurance was
6 canceled by Class Members or another party prior to the departure date;

7 • The duration of the wrongful acts carried out by Defendants in
8 furtherance of the wrongful conduct;

9 • Whether by virtue of the trip being canceled prior to departure,
10 Defendants faced no risk of having to cover post-departure perils and thus retained
11 unearned premiums;

12 • Whether Defendants acted on grounds common to Plaintiff and
13 the Class, including refusing to return any portion of the premiums for the travel
14 insurance under circumstances where the travel was canceled prior to the departure
15 date;

16 • Whether Plaintiff and the other members of the Class were
17 injured by Defendants' conduct and, if so, the determination of the appropriate
18 Class-wide measure of damages; and

19 • Whether Defendants unjustly enriched themselves to the
20 detriment of Plaintiff and the members of the Class, thereby entitling Plaintiff and
21 the members of the Class to disgorgement of all benefits derived by Defendants.

22 C. **Typicality:** Plaintiff's claims are typical of the claims of the
23 members of the proposed Class. Plaintiff and the Class have been injured by the
24 same wrongful practices of Defendants. Plaintiff's claims arise from the same
25 practices and conduct that give rise to the claims of the Class and are based on the
26 same legal theories; and

1 **D. Adequacy of Representation:** Plaintiff will fairly and
2 adequately protect the interests of the Class in that he has no interests antagonistic
3 to those of the other members of the Class, and Plaintiff has retained attorneys
4 experienced in antitrust class actions and complex litigation as counsel.

5 56. A class action is superior to other available methods for the fair and
6 efficient adjudication of this controversy for at least the following reasons:

7 a. Given the size of individual Class Member’s claims and the
8 expense of litigating those claims, few, if any, Class Members could afford to or
9 would seek legal redress individually for the wrongs Defendants committed against
10 them and absent Class Members have no substantial interest in individually
11 controlling the prosecution of individual actions;

12 b. This action will promote an orderly and expeditious
13 administration and adjudication of the proposed Class claims, economies of time,
14 effort and resources will be fostered, and uniformity of decisions will be insured;

15 c. Without a class action, Class Members will suffer damages, and
16 Defendants’ violations of law will proceed without remedy while Defendants
17 reaped and retained the substantial proceeds of their wrongful conduct; and

18 d. Plaintiff knows of no difficulty that will be encountered in the
19 management of this litigation which would preclude its maintenance as a class
20 action.

21 57. Plaintiff intends to provide notice to the proposed Class by sending
22 notice to Class Members by U.S. mail using contact information for Class Members
23 that is within the custody and control of Defendants. Defendants maintain mailing
24 addresses and email addresses for each member of the Class, and thus records exist
25 that can be used to provide actual notice of the pendency of this action to Class
26 Members.

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1 **VI. CLAIMS FOR RELIEF**

2 **COUNT ONE**

3 **Unjust Enrichment**

4 **(Against All Defendants)**

5 58. Plaintiff incorporates by reference the allegations in the preceding
6 paragraphs.

7 59. As a result of their unlawful conduct described above, Defendants have
8 been unjustly enriched.

9 60. Defendants have been unjustly enriched by the receipt of, at a
10 minimum, unlawfully inflated prices and profits on sales of the travel insurance
11 during the Class Period. Plaintiff and other members of the Class have conferred a
12 benefit upon Defendants, in the form of the premiums paid to Defendants for travel
13 insurance, under circumstances where there was no risk to Defendants because the
14 insured trips were canceled months before any travel was to take place. Defendants
15 have appreciated and knowingly retained that benefit without lawful justification or
16 excuse. Defendants have refused to return the unearned, risk-free premiums, or any
17 portion thereof.

18 61. Defendants have benefited from their unlawful acts and it would be
19 inequitable for them to be permitted to retain any of the ill-gotten gains resulting
20 from the overpayment of premiums made by Plaintiff and members of the Class.

21 62. Plaintiff and members of the Class are entitled to the amount of
22 Defendants' ill-gotten gains resulting from their unlawful, unjust, and inequitable
23 conduct. Plaintiff and members of the Class are entitled to the establishment of a
24 constructive trust consisting of all ill-gotten gains from which Plaintiff and
25 members of the Class may make claims on a pro rata basis.

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1 **COUNT TWO**

2 **Violation of the Unfair Competition Law**

3 **(California Business and Professions Code § 17200 *et seq.*)**

4 **(Against All Defendants)**

5 63. Plaintiff incorporates by reference and realleges the preceding
6 allegations as though fully set forth herein.

7 64. Defendants committed acts of unfair competition, as described above,
8 in violation of the Unfair Competition Law (“UCL”).

9 65. Defendants’ conduct constitutes an “unlawful” business practice within
10 the meaning of the UCL, and includes, without limitation, the following:

11 A. Engaging in the conduct alleged in the complaint, pursuant to
12 which Defendants have been unjustly enriched, as set forth above, including
13 collecting premiums for illusory insurance coverage; and

14 B. Engaging in unfair and anti-competitive conduct and restraining
15 trade, and otherwise manipulating the market for travel insurance services in
16 violation of the law.

17 66. Defendants’ conduct separately constitutes an “unfair” business
18 practice within the meaning of the UCL because Defendants’ practices have caused
19 and are “likely to cause substantial injury” to Plaintiff and members of the Class
20 that is not “reasonably avoidable” by them.

21 67. Defendants’ conduct, as alleged herein, is and was contrary to public
22 policy, immoral, unethical, oppressive, unscrupulous and/or substantially injurious
23 to consumers. Any purported benefits arising out of Defendants’ conduct do not
24 outweigh the harms caused to the victims of Defendants’ conduct.

25 68. Defendants’ conduct is also “unfair” because it represents predatory
26 and opportunistic misconduct. Defendants have used and are continuing to use the
27 misfortune caused by a global pandemic to retain premiums for travel insurance
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1 under circumstances where the insured risk ceased to exist months before the travel
2 was set to occur. Rather than return the premiums in whole or part, Defendants
3 have pocketed a windfall from consumers' misfortune under circumstances where
4 other insurers have returned premiums or portions thereof. Here, Defendants'
5 conduct not only violates the letter of the law, but it also contravenes the spirit and
6 purpose of the laws. The conduct threatens an incipient violation of each of those
7 laws and has both an actual and a threatened impact on competition.

8 69. Defendants' conduct, as described above, also constitutes a
9 "fraudulent" business practice within the meaning of the UCL. Defendants' activity
10 with respect to the travel insurance services and the market for travel insurance has
11 resulted in Defendants' fraudulently retaining premiums that were unearned and
12 where Defendants faced no risk, and where the future travel that Defendants insured
13 did not shift any economic risk for the transaction to Defendants.

14 70. Plaintiff and members of the Class have suffered injury in fact and
15 have lost money as a result of Defendants' violations of the UCL in that they paid
16 for the premiums and have been denied a return of the premiums or any portion of
17 the premiums. They are therefore entitled to restitution and injunctive relief
18 pursuant to California Business and Professions Code § 17203.

19 **VII. PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff, on behalf of himself and the Class, respectfully
21 requests that the Court:

22 A. Certify the Class defined herein pursuant to Federal Rules of Civil
23 Procedure 23(a) and (b)(3), and designate Plaintiff as the representative of, and his
24 undersigned counsel as Counsel for the Class;

25 B. Enter judgments against each Defendant and in favor of Plaintiff and
26 the Class predicated on Defendants' unjust enrichment;

27 C. Award Plaintiff and the Class actual and compensatory damages as
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1 allowed by law in an amount to be determined at trial;

2 D. Award Plaintiff and the Class restitution and/or disgorgement of ill-
3 gotten gains, as appropriate;

4 E. Award Plaintiff and the Class attorneys' fees and costs of suit;

5 F. Award Plaintiff and the Class pre-judgment and post-judgment
6 interest, as allowed by law;

7 G. Award Plaintiff and the Class injunctive relief, as appropriate; and

8 H. Award such further and additional relief as the Court may deem just
9 and proper.

10 **VIII. DEMAND FOR JURY TRIAL**

11 Pursuant to Federal Rule of Civil Procedure 38, Plaintiff, on behalf of himself
12 and the proposed Class, demands a trial by jury on all issues so triable.

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14 Dated: February 23, 2021

Respectfully submitted,
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EXHIBIT A

EXHIBIT A

TRAVEL RELAXED...TRAVEL SECURE, YOU'VE GOT

WORLDWIDE TRIP PROTECTOR

Travel Protection Plan

FOR SERVICE, VISIT OR CALL:

www.travelinsured.com
1-800-243-3174

**FOR EMERGENCY
ASSISTANCE DURING YOUR
TRIP CALL:**

1-800-494-9907
1-603-328-1707 (Collect)



**TRAVEL INSURED
INTERNATIONAL**

A CRUM & FORSTER COMPANY

LET OUR FAMILY TAKE
CARE OF YOU!



PETER GEHRIS
FOUNDER

Worldwide Trip Protector

Note: Your state may have a specific endorsement. Please refer to the end of the document. For residents of FL, KS, MO, VA, and WA, this is not your Plan Document.

The insurance benefits are underwritten by the United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2015. Not all coverage is available in all jurisdictions.

***Travel Assistance non-insurance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International.

YOUR TRAVEL PROTECTION PLAN

Thank you for purchasing a travel protection plan from us!

Please review the following documents carefully, they include:

- Your plan, which explains how your travel protection plan works.
- A letter of confirmation that came with your package of documents, this tells you what coverage you have and the limits. Review this document carefully as it may describe coverage your plan doesn't include.
- Any other information you receive with your package which may include riders or other forms.

Contact us immediately if you think there is a mistake on your letter of confirmation at **1-800-243-3174**. Have your policy # that is on your letter of confirmation available so we can best serve you!

CLAIMS PROCEDURES

To facilitate prompt claims settlement:

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

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

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

MEDICAL EXPENSES: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment. (Submit these first to other medical plans. Provide a copy of their final disposition of Your Claim.)

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

Administered by



**TRAVEL INSURED
INTERNATIONAL®**

A CRUM & FORSTER COMPANY

For questions or to report a claim, contact:

Travel Insured International

855 Winding Brook Drive

P.O. Box 6503

Glastonbury, CT 06033

800-243-3174

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WORLDWIDE NON-INSURANCE ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services.

Services offered include:

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

24/7 Worldwide Non-Insurance Assistance Services

**Travel Assistance, Medical Emergency, Concierge Service, Business Concierge, Non-Medical Emergency Evacuation and ID Theft Resolution Service
FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:**

800-494-9907

(From US/Canada)

OR CALL COLLECT:

603-328-1707

(From all other locations)

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

AVAILABILITY OF SERVICES

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

IDENTITY THEFT RESOLUTION SERVICES

In the event of an Identify Theft event while on Your Covered Trip, Travel Insured's designated provider will provide you with the support and tools needed for You to restore Your identity to pre-event status. Assistance includes contacting Your creditors to notify them of the event and to request replacement cards; connecting you with a friend or family member at home and providing them with the assistance to set up a transfer or wire of funds; information on how to contact the three major credit bureaus; guidance on how to obtain a police report; and providing You with a guide on how to restore Your credit.

CONCIERGE SERVICES

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items. Services offered include: • Destination Profiles • Epicurean Needs • Event Ticketing • Floral Services • Tee Time Reservations • Hotel Accommodations • Meet-And-Greet Services • Shopping Assistance Services • Pre-Trip Assistance • Procurement of Hard-To-Find Items • Restaurant Referrals and Reservations • Rental Car Reservations • Airline Reservations

NON-MEDICAL EMERGENCY EVACUATION

If you require **Non-Medical Emergency Evacuation**, the Assistance Service will arrange and pay for evacuation from a safe departure point to the nearest safe location. You must contact the Assistance Service as soon as possible after Your Host Country issues the official disaster declaration, as delays may make safe transportation impossible. The method of transportation will be as deemed most appropriate to ensure Your safety. If evacuation becomes impractical due to hostile or dangerous conditions, the Assistance Service will maintain contact with and advise You until evacuation becomes viable or the natural disaster situation or the political or social upheaval has been resolved. Benefit is subject to the terms and conditions of the plan and as determined by the Assistance Service's security personnel, in accordance with local and U.S. authorities. Services rendered without the Assistance Service's coordination and approvals are not covered. No claims for reimbursement will be accepted. If You are able to leave the Your host country by normal means, the Assistance Service will assist you in rebooking flights or other transportation. Expenses for non-emergency transportation are Your responsibility.

BUSINESS CONCIERGE SERVICES

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties. Services offered include: • Emergency Correspondence And Business Communication Assistance • Assistance With Locating Available Business Services Such As: Express/Overnight Delivery Sites, Internet Cafes, Print/Copy Services • Assistance With Or Arrangements For Telephone And Web Conferencing • Emergency Messaging To Customers, Associates, And Others (Phone, Fax, E-mail, Text, etc.) • Real Time Weather, Travel Delay And Flight Status Information • Worldwide Business Directory Service For Equipment Repair/Replacement, Warranty Service, etc. • Emergency Travel Arrangements

TRAVEL INSURANCE POLICY

United States Fire Insurance Company

Administrative Office: 5 Christopher Way,
Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

INDIVIDUAL TRAVEL POLICY

PLEASE READ THIS DOCUMENT CAREFULLY!

This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance 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 Confirmation of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Confirmation of Benefits is incorrect.

FOURTEEN 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) 14 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. Adey
Chairman and CEO



James Kraus
Secretary

LIMITED BENEFIT COVERAGE
SCHEDULE OF BENEFITS

Listing of Benefits	Maximum Limit
Travel Protection	
Trip Cancellation**	Trip Cost*
Trip Interruption***	150% of Trip Cost*
<i>*Up to the lesser of the Trip Cost paid or the limit of Coverage on Your Confirmation of Benefits</i>	
<i>** Not applicable when \$0 Trip Cost displayed on Your Confirmation of Benefits</i>	
<i>***\$500 Return Air Only if \$0 displayed for Trip Cancellation on Your Confirmation of Benefits</i>	
Travel Delay (6 hours)	\$1,000 (\$200 per day)
Missed Connection (3 hours)	\$500
Itinerary Change	\$500
Change Fee	\$250
Reimbursement of Miles or Reward Points	\$250
Baggage Protection	
Baggage/Personal Effects	\$1,000
Per Article Limit	\$250
Combined Articles Limit	\$500
Baggage Delay (12 hours)	\$300
Non-Medical Emergency Evacuation	\$150,000
Medical Protection	
Accident and Sickness Medical Expense	\$100,000
Dental Sublimit	\$750
Emergency Evacuation/Medically Necessary Repatriation/Repatriation of Remains	\$1,000,000
24-Hour Accidental Death and Dismemberment	\$10,000
Optional Coverage	
<i>Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.</i>	
Air Flight Only Accidental Death & Dismemberment	Up to Limit Purchased
Rental Car Damage	\$50,000
Increase Benefit Limit Upgrade	
Additional Travel Delay	\$1,000 (For a total of \$2,000)
Additional Missed Connection	\$500 (For a total of \$1,000)
Additional Baggage/Personal Effects	\$1,000 (For a total of \$2,000)
Additional Baggage Delay	\$300 (For a total of \$600)
Primary Coverage	
<i>Removes Excess Insurance Limitation for Baggage and Personal Effects Emergency Accident and Sickness Medical Expense</i>	

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 for Your Trip is received by the Company or its authorized representative prior to the scheduled departure time on the Scheduled Departure Date of Your Trip. This is Your “Effective Date” and time for Trip Cancellation.

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

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 and Travel Delay.

**When Coverage For Your Trip Ends –
Coverage Termination Date:**

Trip Cancellation: Your coverage automatically ends on the earlier of: the date and time You depart on Your Trip; or the date and time You cancel Your Trip.

All Other Coverages: 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.

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 7 days after the Scheduled Return Date.

SECTION II - COVERAGES

**COVERAGE A
TRIP CANCELLATION**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to reimburse You for the amount of the Published Penalties and unused non-refundable Prepaid Payments You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member's death, which occurs before departure on Your Trip;
2. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member'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) and prevents Your participation in the Trip;

For the **Other Covered Reasons** refer to Trip Interruption, provided such circumstances occur while coverage is in effect.

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 that result from all other delays of reporting beyond 72 hours are not covered.

If Your Travel Supplier cancels Your Trip, a benefit will be paid for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of Your Trip including the airfare cost.

The maximum amount 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 Confirmation of Benefits.

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 canceled 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.

**COVERAGE B
TRIP INTERRUPTION**

Benefits will be paid, up to the lesser of a) the Maximum Benefit Amount shown in the Confirmation of Benefits; or b) 150% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments for unused non-refundable 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 (Airfare limited to the cost of one-way airfare using the same class of fare as the original travel ticket); 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. (Airfare limited to the cost of one-way airfare using the same class of fare as the original travel ticket)

Trip Interruption must be due to:

- 1. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member's death, which occurs while You are on Your Trip;
- 2. Your, Your Family Member's, Your Traveling Companion's, Your Traveling Companion's Family Member, Your Business Partner's or Your Business Partners Family Member'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.

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 10 days.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights, meal(s), telephone call and local transportation expenses.

If You interrupt Your Trip for a Covered reason, We will also reimburse You, up to \$500, for the amount of unused, forfeited, non-refundable payments for shore excursions; theater, concert or event tickets or fees; or sightseeing if such arrangements are made during Your Trip and are to be used prior to the Scheduled return Date of Your Trip.

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 Confirmation of Benefits.

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.

"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. 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 by You or Your Traveling Companion by the employer from whom You or Your Traveling Companion are employed on

Your Effective Date which requires You or Your Traveling Companion's principal residence to be relocated;

- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services for at least 24 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 24 consecutive hours of the Common Carrier on which You are scheduled to travel;
- i. You or Your Traveling Companion or Your Family Member is in the military and called to emergency duty for a national disaster other than war;
- j. 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;
- k. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip;
- l. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- m. Bankruptcy or Default of an airline, cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator, travel agency, organization or firm from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 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 21 days of the date Your initial deposit/payment for Your Trip is received;
- n. 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;
- o. 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. This provision is not applicable to temporary employment, independent contractors or self-employed persons;
- p. 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;
- q. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;
- r. You or Your Traveling Companion are directly involved in the merger of Your employer or the acquisition of Your employer by another company. You, Your Traveling Companion or Family Member cannot be a company owner or partner;
- s. a cancellation of Your Trip within 48 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. the primary or secondary school that You, Your Family Member or Traveling Companion attends extends its operating session beyond the predefined school year to fall within the period of the travel dates of Your Trip due to unforeseeable events which commence while

Your coverage is in effect. Extensions due to extra-curricular or athletic events are not covered;

- 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.
- v. Your or Your Traveling Companion's normal pregnancy or attending the childbirth of Your Family Member. The pregnancy must occur after the Policy Effective Date and be verified by medical records;

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

COVERAGE C TRAVEL DELAY

Benefits will be paid up to \$200 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal, telephone call and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You are delayed for 6 hours or more while en route 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 en route 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 are unable to collect cat or dog on the day previously agreed with the kennel, benefits will be paid up to \$50 per day, on a one-time basis, up to the Maximum Benefit Amount to cover the necessary additional kennel fees.

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

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

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

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

**COVERAGE D
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 Confirmation of Benefits, 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, telephone and meal expenses up to \$200 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.

**COVERAGE E
ITINERARY CHANGE**

In the event Your Travel Supplier makes a change in Your Trip itinerary after Your Scheduled Departure Date, which prevents You from participating in an event/activity Prepaid prior to departure and scheduled on Your Trip itinerary, non-refundable Prepaid event/activity expenses will be payable up to the Maximum Benefit Amount shown in the Confirmation of Benefits.

Benefits will not be paid if a comparable event/activity of equivalent cost is rescheduled during the course of Your Trip.

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

**COVERAGE F
CHANGE FEE**

The Company will pay a maximum of \$250 for the fees associated with a change to Your air itinerary.

**COVERAGE G
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 \$250 as shown in the Confirmation of Benefit 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.

**COVERAGE H
BAGGAGE AND PERSONAL EFFECTS**

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits: (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.

For the purposes of this benefit:

“Baggage and Personal Effects” means goods being used by You during Your Trip.

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.

A combined maximum of \$500 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment, computer, digital or electronic equipment or media.

A maximum of \$100 will be paid for the cost of replacing a passport or visa.

A maximum of \$100 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

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 collector’s 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;

Baggage Delay: If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 12 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 Confirmation of Benefits, 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 Confirmation of Benefits, for the cost of reasonable additional clothing and personal articles purchased by You, if Your Baggage is delayed for 12 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 have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically scheduled under any other insurance.

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.

**COVERAGE I
NON-MEDICAL EMERGENCY EVACUATION**

This Non-Medical Emergency Evacuation Benefit is not available if a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department is issued for a country preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

You are eligible for benefits, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Non-Medical Emergency Evacuation Covered reason, as defined below.

Non-Medical Emergency Evacuation must occur within 14 days of any covered event.

Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by authorized travel assistance provider”.

Non-Medical Emergency Evacuation Covered reasons: We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) a Natural Disaster;
- 2) civil, military or political unrest; or
- 3) Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

Non-Medical Emergency Evacuation Exclusions: We do not cover:

- 1) loss or expense for a Non-Medical Emergency Evacuation Covered reason which took place in an Excluded Country;
- 2) loss or expense recoverable under any other insurance or through an employer;
- 3) loss or expense arising from or attributable to:
 - (a) fraudulent or criminal acts committed or attempted by You ;
 - (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
 - (c) failure to maintain required documents or visas;
- 4) loss or expense arising from or attributable to:
 - (a) debt, insolvency, business or commercial failure;
 - (b) the repossession of any property; or
 - (c) Your non-compliance with a contract, license or permit;
- 5) loss or expense arising from or due to liability assumed by You under any contract.

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

COVERAGE J ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Confirmation of Benefits 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 \$750 expenses for emergency dental treatment due to Injury to natural teeth.

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 authorized travel assistance company 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, prosthetics, and therapeutic services and supplies 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.

COVERAGE K EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS

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

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

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
 - i) one-way Economy Transportation;
 - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing by the authorized travel assistance company; or
 - iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such

transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

HOSPITAL OF CHOICE

Subject to the terms and conditions of item # 2, You may choose to be transported to a Hospital in a city within the United States of America other than Your primary place of residence, but the maximum amount payable is limited to the cost of transportation to Your primary place of residence.

- 3. **Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial. Benefits are paid less the value of Your original unused return travel ticket.

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

COVERAGE L

24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses below when You, as a result of an Injury occurring during Your Trip other than while covered for Air Flight Only Benefits sustain 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 Confirmation of Benefits.

Table of Losses

Type of Loss	Benefit Amount
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 Speech	50% of Principal Sum
Loss of Hearing Both Ears	50% 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.

Loss of Speech means the loss of the ability to talk or speak as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of speech is permanent with no reasonable expectation of recovery.

Loss of Hearing means the total and complete loss of the ability to hear any sound as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of hearing is permanent with no reasonable expectation of recovery.

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

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

The Principal Sum is shown in the Confirmation of Benefits.

EXPOSURE AND DISAPPEARANCE

We will pay benefits for covered losses that result from You 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.

OPTIONAL COVERAGE

COVERAGE M

AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT

Applicable only when specifically requested on the original application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

We will pay the percentage of the Principal Sum shown in the Table of Losses when You sustain an Injury:

- (a) while riding solely as a passenger in an aircraft on regularly scheduled airline flight or regularly scheduled charter flight operated:
 - (i) in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board;
 - (ii) by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates; or
 - (iii) by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline; or
- (b) while riding as a passenger in any land or water conveyance provided at the expense of the Air Carrier as a substitute for an aircraft covered by this Policy;
- (c) while riding as a passenger in a vehicle licensed to carry passengers for hire, but only when going to an airport to board an aircraft on which You are covered by this Policy or when leaving an airport after alighting from such an aircraft; or
- (d) while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which You are covered by this Policy;

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 on the Confirmation of Benefits.

Table of Losses

Type of Loss	Benefit Amount
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 Speech	50% of Principal Sum
Loss of Hearing Both Ears	50% 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.

Loss of Speech means the loss of the ability to talk or speak as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of speech is permanent with no reasonable expectation of recovery.

Loss of Hearing means the total and complete loss of the ability to hear any sound as a result of a Covered Accident. The loss must be certified by a Legally Qualified Physician that the loss of hearing is permanent with no reasonable expectation of recovery.

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.

Covered Accident Medical Expenses incurred due to Injury only are paid up to the maximum Accident Medical Expense Benefit Limit, for the following eligible expenses: treatment by a Legally Qualified Physician; care or service from a Hospital; services provided by an ambulatory medical-surgical facility; home health care from a licensed home health agency, but only if continued Hospital care would have otherwise been required; attendance of a registered graduate nurse; X-ray examination; or, use of an ambulance.

The Principal Sum is shown in the Confirmation of Benefits.

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.

**COVERAGE N
RENTAL CAR DAMAGE**

Applicable only when specifically requested on the original application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

You are eligible for benefits up to the Maximum Benefit Amount shown in the Confirmation of Benefits, 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 Confirmation of Benefits.

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, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini. Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls-Royce, Rover, Stutz, Sterling, Triumph, and TVR, or any antique or any car with a Manufacturers Suggested retail Price (MSRP) over \$50,000.

ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO RENTAL CAR DAMAGE

The following outlines Your duties in the event of any damage to the vehicle. You must:

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

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.
- “Common Carrier”** means any land, sea, or air conveyance operating under a valid 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 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 pregnancy conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.
- “Confirmation of Benefits”** means a written confirmation specifying the coverages and amounts has purchased and which is delivered to following purchase.
- “Covered Accident”** means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

Domestic Partner means an opposite or same sex partner who for at least 10 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.

“Excluded Country means one of the following countries from which Non-Medical Emergency Evacuations are not available such as Afghanistan, Chechnya, Democratic Republic of the Congo, Iran, Iraq, Israel West Bank, Israel Gaza Strip, Ivory Coast, Lebanon, Libya, North Korea, Somalia, Sudan, Syria, or any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC).

“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 or Domestic Partner.

“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 "Injures" means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a 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" means 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 Schedule.

"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.

"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 a Family Member: 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.

"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.

"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.
"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 which is generally recognized as having the intent to overthrow or influence the control of any other government.
"Third Party"	means a person or entity other than You or the Company.
"Transportation Expense"	means the cost of Medically Necessary conveyance, personnel, services or supplies.
"Travel Arrangements"	means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from Your Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 7 total days of Your scheduled Trip dates.
"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.
"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. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. 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;
7. participating in bodily contact sports, skydiving or parachuting except parasailing, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, spelunking or caving, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy or as specifically provided under Trip Cancellation/Trip Interruption) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Confirmation of Benefits;
14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
15. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
16. a loss or damage caused by detention, confiscation or destruction by customs;
17. Elective Treatment and Procedures;
18. Complications from Elective Treatment and Procedures otherwise not payable under this Policy;
19. medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
20. a mental or nervous condition, unless hospitalized for that condition while the Policy is 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.

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: 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 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 for this Policy and enrollment form are received within 21 days of the date Your initial Payment or Deposit for Your Trip is received; and
- b) You insure all Prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within 21 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 are not disabled from travel at the time Your premium is paid.

EXCESS INSURANCE LIMITATION

The insurance provided by this Policy, except Accidental Death and Dismemberment, Optional Air Flight Only Accidental Death and Dismemberment, Emergency Accident and Sickness Medical Expense (if optional Primary Coverage Upgrade purchased) and Baggage and Personal Effects (if optional Primary Coverage Upgrade purchased) shall be in excess of all other valid and collectible Insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

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 and 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.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) insured's estate, We may pay any amount due under the Policy to 's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

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, Schedule of Benefits, 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 the Company/administrator.

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 Company/administrator 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 to the Company/administrator 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.

STATE ENDORSEMENTS

The Amendatory Endorsements are attached to and made a part of the Policy issued to the Insured. The provisions of the Amendatory Endorsements are effective on the Effective Date and will expire concurrently with the Policy, unless otherwise terminated.

ARKANSAS INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **Arkansas** as follows:

1. The **Legal Actions** provision appearing in **SECTION VI General Provisions** is deleted and replaced as follows:

Legal Actions: All policy terms will be interpreted under the laws of the state in which the policy was issued. Legal action or suit for a claim may be brought against Us within the time allowed by law.

2. The **Subrogation** provision appearing in **SECTION V Payment of Claims** is amended to include this sentence which will appear as follows at the end of the provision:

The Company is entitled to recovery only after You have been fully compensated for the loss sustained.

T210-AE AR2

CALIFORNIA AMENDATORY ENDORSEMENT

The Policy/Certificate are hereby amended for **California** as follows:

1. The following Notice is added to the face page of the Policy.

THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING THIS CERTIFICATE, YOU MAY CONTACT UNITED STATES FIRE INSURANCE COMPANY AT 5 CHRISTOPHER WAY EATONTOWN, NEW JERSEY 07724 or CALL (732) 676-9800 YOUR POLICY ADMINISTRATOR AT (800) 243-3174.

ALSO AVAILABLE IS THE CONSUMER SERVICES DIVISION OF THE CALIFORNIA DEPARTMENT OF INSURANCE, WHICH MAY BE CONTACTED AS FOLLOWS: CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION; 300 SPRING STREET, SOUTH TOWER LOS ANGELES, CALIFORNIA 90013 or call 1-800-927-HELP or 1-800-927-4357

THE DT210-AE-CA2 DEPARTMENT OF INSURANCE SHOULD BE CONTACTED ONLY AFTER DISCUSSIONS WITH THE INSURANCE COMPANY OR ITS REPRESENTATIVES HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM.

2. The **Extension of Coverage** provision appearing in **SECTION I. EFFECTIVE DATE AND TERMINATION DATE** is deleted and replaced by the following:

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 a Trip Interruption, or Missed Connection, or Travel Delay. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

3. The **Domestic Partner** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“Domestic Partner means a domestic partner as described in CIC § 381.5 and registered with the California Secretary of State.

4. The **Injury** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“Injury” or “Injuries” means bodily harm for which the proximate cause is 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.

5. **SECTION III. DEFINITIONS** is expanded to include the following:

“Life Threatening Illness or Injury” means bodily harm which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician to treat an illness or injury that, without immediate medical attention may cause You to die.

6. The **Medically Necessary** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

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

- 1) required to treat an Injury;
- 2) prescribed or ordered by a Legally Qualified Physician or furnished by a Hospital;
- 3) consistent with the medical and surgical practices generally utilized in the region and country in which the services were received for treatment of the condition at the time rendered.

The fact that a Legally Qualified Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by this Policy.

7. The **Pre-Existing Condition** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“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 through the occurrence of symptoms, had symptoms that 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.

8. The **Sickness** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“**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.

9. The **Terrorist Incident** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“**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 which is generally recognized as having the intent to overthrow or influence the control of any other 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.

10. The **Usual and Customary Charges** definition appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“**Usual and Customary Charges**” means the amounts that other providers charge for similar treatment, services and supplies in the country, region and city where treatment is performed.

11. The **SECTION IV** heading is replaced by the following:

SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS
Benefits are not payable for any loss directly resulting from:

12. The **Medically Fit to Travel Exclusion** appearing in **SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

MEDICALLY FIT TO TRAVEL EXCLUSION:

The Company will not pay any expense as a result of You having been advised in writing by a Legally Qualified Physician 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.

13. The Extension of Coverage provision appearing in SECTION I. EFFECTIVE DATE AND TERMINATION DATE is deleted and replaced by the following:

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 a Trip Interruption, or Missed Connection, or Travel Delay. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

14. The **Subrogation** provision appearing in **SECTION V. PAYMENT OF CLAIMS** is deleted in its entirety.
15. The **Time of Payment of Claims** provision appearing in **Section VI. GENERAL PROVISIONS** is deleted and replaced as follows:

Time of Payment of Claims: Subject to due written proof of loss, all indemnities for loss for which this policy provides payment will be paid as they accrue and any balance remaining unpaid at termination of the period of liability will be paid immediately upon receipt of due written proof.

16. The **Concealment and Misrepresentation** provision appearing in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if at the time of application, any material fact or circumstance relating to this Policy has been concealed or misrepresented. The falsity of any statement shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the Us.

T210-AE CA2

CONNECTICUT INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Connecticut** as follows:

1. The following Exclusion 9. in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

9. no indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by the Insured's Legally Qualified Physician;
2. Exclusion 21. in **SECTION IV GENERAL EXCLUSIONS** referencing chemical, biological, radiological or similar agents is deleted in its entirety and will not appear.
3. The **Excess Insurance** provision in **SECTION IV GENERAL EXCLUSIONS** is deleted and will not appear.
4. The **Subrogation** provision in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

law. 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, as permitted by law.

T210-AE CT2

DISTRICT OF COLUMBIA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **District of Columbia** as follows:

1. The following will appear at the bottom of the Cover Page, directly above the **TABLE OF CONTENTS**:

LIMITED BENEFIT COVERAGE

2. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions:

Fraud Warning as required for District of Columbia Residents: 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.

T210-AE DC2

GEORGIA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Georgia** as follows:

1. The following will appear at the end of the **Annual Insurance Policy Effective and Termination Date** provision in **SECTION 1. EFFECTIVE DATE AND TERMINATION DATE**:

Required Georgia Statement Regarding Annual Policy Cancellation Request by the Insured: Upon receipt of Your written request to cancel Your Annual Policy, the Company will refund the unearned premium on a short rate basis.

2. The following will appear at the end of **SECTION 1. EFFECTIVE DATE AND TERMINATION DATE**:

This Policy will not be cancelled by the Company.

3. The definition of "Terrorist Incident" appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

"Terrorist Incident" 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 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.

The Concealment and Misrepresentation provision appearing in SECTION VI GENERAL PROVISIONS is deleted and replaced as follows:

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

T210-AE GA2

HAWAII INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Hawaii** as follows:

The following is added to **SECTION VI GENERAL PROVISIONS** as follows:

Representations: All statements made by You are deemed representations and not warranties. No statement made by You shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to You or to Your beneficiary, if any. A misrepresentation, unless it is made with actual intent to deceive or unless it materially affects the acceptance of the risk assumed by the Company, shall not prevent a recovery under the Policy.

T210-AE HI2

IDAHO INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Idaho** as follows:

1. The **Trip Cancellation, Trip Interruption, Non-Medical Emergency Evacuation, Cancel For Any Reason, Interruption For Any Reason, Accidental Death & Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only, Common Carrier Only, Accident Medical Expense, Sickness Medical Expense, Accident & Sickness Medical Expense, Emergency Medical Evacuation and Non-Emergency Medical Evacuation** benefits in the **SCHEDULE OF BENEFITS** on the **Cover Page** will indicate a range of \$0 – 500,000.
2. The following is added at the bottom of **SECTION VI GENERAL PROVISIONS**:

Contact Information for the Idaho Department of Insurance:

Idaho Department of Insurance
 Consumer Affairs
 700 W. State Street, 3rd Floor
 PO Box 83720
 Boise, ID 83720-0043
 1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

T210-AE ID2

ILLINOIS INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Illinois** as follows:

- A. Item b.(i) under **“Other Covered Reasons”** in both **COVERAGE A TRIP CANCELLATION** and **COVERAGE B TRIP INTERRUPTION** appearing in **SECTION II. COVERAGES** is deleted and replaced as follows:

(i) the building structure itself is unstable and there is a risk of collapse;

- B. The last sentence in the definition of **“Injury”** or **“Injuries”** appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity and must not be caused by, or result from, Sickness.

- C. The definition of **“Complications of Pregnancy”** appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

“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, hyperemesis gravidarum, preeclampsia, 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.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

- E. Item 1) in the definition of **“Pre-Existing Condition”** appearing in **SECTION III. DEFINITIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

- F. The following Exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted in their entirety and will not appear:

4. Races;
5. Mountaineering;
6. Organized sports;
7. Sporting activities;
8. Piloting;
27. Diving

- G. Item 1) in the Pre-Existing Condition Exclusion appearing in **SECTION IV GENERAL EXCLUSIONS and LIMITATIONS** is deleted and replaced as follows:

1) received or received a recommendation for a test, examination, or medical treatment for a condition which manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment;

- H. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss. Failure to pay within such period shall entitle You to interest at the rate of 9% per annum from the 30th day after receipt of acceptable proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

1. The 1st sentence in the last paragraph of the **Payment of Claims: To Whom Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay up to an amount not exceeding \$1,000 to Your beneficiary or any relative whom We find entitled to the payment.

T210-AE IL2

LOUISIANA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Louisiana** as follows:

1. The definition of Domestic Partner appearing in **SECTION III DEFINITIONS** is deleted and will not appear.
2. The definition of Family Member appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

“Family Member” means any of the following: Your or Your Traveling Companion’s legal spouse, 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.

3. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

4. The **Subrogation** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

5. The **Legal Actions** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against the Company until 45 days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than 3 years after the time required for giving proof of loss. This 3-year

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

- 6. The **Concealment and Misrepresentation** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

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

T210-AE LA2

MARYLAND INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Maryland** as follows:

- 1. The **Concealment and Misrepresentation** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

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

T210-AE MD2

MAINE INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Maine** as follows:

- 1. All references to **“Medically Necessary”**, which appear in **COVERAGES I and J in SECTION II COVERAGES**, in the definition of **“Transportation Expense”** appearing in **SECTION III DEFINITIONS**, and the definition of **“Medically Necessary”** appearing in **SECTION III DEFINITIONS**, are hereby deleted and will not appear.
- 2. The references to \$1,000 within the Maximum Benefit Amount/Principal Sum ranges in the **SCHEDULE OF BENEFITS** for Accidental Death and Dismemberment, 24-Hour (Other than Air Flight), 24-Hour (Other than Common Carrier), Air Flight Only and Common Carrier Only are deleted and replaced with \$2,000.
- 3. The bottom three Types of Losses in **COVERAGE L 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT** and **COVERAGE M AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT** in **SECTION II COVERAGES** are deleted and replaced as follows:

Loss of thumb and index finger of the same hand	100% of Principal Sum
Loss of Speech	100% of Principal Sum
Loss of Hearing Both Ears	100% of Principal Sum

- 4. The definition of **Actual Cash Value** in **SECTION III DEFINITIONS** is deleted and replaced as follows:

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. As used in this definition, Physical Depreciation means a value as determined according to standard business practices.

- 5. The last sentence in the **Medically Fit to Travel** provision in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

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 cancelled for material misrepresentation and premium paid will be returned.

- 6. The **Concealment and Misrepresentation** provision in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulent or materially misrepresented. Notice of prospective cancellation of the entire coverage will be delivered to the Insured at the Insured’s last known address, and cancellation shall become effective 10 days after receipt by the Insured.

T210-AE ME2

MINNESOTA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Minnesota** as follows:

- 1. All references to “**Confirmation of Benefits**” are hereby deleted and will not apply.
- 2. The following is added to appear as General Exclusion 22. or will appear as the last numbered Exclusion in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS**:

22. Air, water or other pollution, or threat of a pollutant release;

- 3. The **Payment of Claims: When Paid** provision in **SECTION V. PAYMENT OF CLAIMS** is deleted and replaced as follows:

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

- 4. The **Concealment and Misrepresentation** provision in **SECTION VI. GENERAL PROVISIONS** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance was orally misrepresented or misrepresented in writing with intent to deceive and defraud, or the misrepresentation increases the risk of loss.

- 5. The following is added as the last sentence in the **Subrogation** provision in **SECTION VI. GENERAL PROVISIONS**:

The Company may not subrogate itself to the rights of an Insured to proceed against another person if that other person is an Insured by the Company for the same loss.

T210-AE MN2

NEBRASKA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Nebraska** as follows:

A. Item 1. in the definition of **Pre-Existing Condition** appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

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 exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

B. In Exclusion 4. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to “races” is changed to “organized races”.

C. In Exclusion 7. appearing in **SECTION IV GENERAL EXCLUSIONS**, the reference to “any race” is changed to “any organized race”.

D. Item 1. in the **PRE-EXISTING CONDITION EXCLUSION** provision appearing in **SECTION IV GENERAL EXCLUSIONS** is deleted and replaced as follows:

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 exhibited a subjective indication of a disease or a change in condition as perceived by You which would have prompted a reasonable person to seek diagnosis, care or treatment;

E. The **Payment of Claims: When Paid:** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim immediately (or within 30 days) after receipt of acceptable proof of loss.

T210-AE NE2

OHIO INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Ohio** as follows:

A. The following statement is added to the **Face Page** of the Policy:

WARNING: Any person who knowingly, 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.

B. The **Excess Insurance** provision appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and will not appear.

OKLAHOMA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Oklahoma** as follows:

- 1. The following statement is added to the **Cover Page** of 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.

- 2. **The Company address on the Cover Page is deleted and replaced as follows:**

5 Christopher Way, Eatontown, NJ 07724

- 3. Item 1. In **When Insurance Ends – Annual Insurance Termination Date** appearing in **SECTION I EFFECTIVE DATE AND TERMINATION DATE** is deleted and replaced as follows:

- 1. At 12:01 a.m. standard time on the date following the end of the period for which any required premium has been paid; or

- 4. The second paragraph of the **Complications of Pregnancy** definition appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

- 5. Exclusion 2. pertaining to war appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

- 2. war or any act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer.

- 6. The last sentence in the **Medically Fit to Travel Exclusion** provision appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

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 cancelled and premium paid will be returned.

- 7. The 5th paragraph in the **Payment of Claims: To Whom Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay up to \$1,000 to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

- 8. The **Concealment and Misrepresentation** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

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

- 9. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions:

Conformity with Oklahoma statutes: The provisions of this Policy conform to the requirements of Oklahoma law and this Policy controls over any conflicting statutes of any state in which You reside on or after the effective date of this Policy.

Required Oklahoma Statement regarding premium: The exact amount of premium will be determined upon purchase of the coverage under this Policy, and the basis and rates upon which the premium will be the determined are the plan design, Trip cost and age of the Insured. The average per Trip premium is \$406.05 USD.

T210-AE OK2

RHODE ISLAND INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Rhode Island** as follows:

- 1. The definition of **Family Member** in **SECTION III DEFINITIONS** is deleted and replaced as follows:

“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, a person who is a party to a civil union with You as Your dependent and spouse, a person who is a party to a same sex marriage with You as Your dependent and spouse, or Domestic Partner.

- 2. The **Time of Payment of Claims** provision in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

Time of Payment of Claims: We, or Our designated representative, will pay the claim within 60 days after receipt of acceptable proof of loss.

T210-AE RI2

SOUTH CAROLINA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **South Carolina** as follows:

1. The **Payment of Claims: To Whom Paid:** provision in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

Payment of Claims: To Whom Paid: Benefits will be paid to the Insured. Loss of Life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at the Company's option, either to the Insured's beneficiary or estate.

2. The **Physical Examination and Autopsy and Legal Actions** provisions in **SECTION VI GENERAL PROVISIONS** are deleted and replaced as follows:

Physical Examination and Autopsy: The Company at its own expense may have the Insured examined as often as reasonably necessary while a claim is pending and in cases of death of the Insured the Company at its own expense also may have an autopsy performed during the period of contestability unless prohibited by law. The autopsy must be performed in South Carolina.

Legal Actions: No legal action may be brought to recover on this Policy within sixty days after written proof of loss has been given as required by this Policy. No such action may be brought after six years from the time written proof of loss is required to be given.

T210-AE SC2

SOUTH DAKOTA INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **South Dakota** as follows:

1. The following Exclusion 9. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted in its entirety:

9. being intoxicated as defined herein, or under the influence of any controlled substance unless administered or prescribed by a Legally Qualified Physician”;

2. Exclusion 15. appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

15. any amount paid under any Worker's Compensation, Disability Benefit or similar law;

3. The last sentence of the **Legal Actions** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

No legal action for a claim may be brought against Us after 6 years from the time written Proof of Loss is required to be furnished.

T210-AE SD2

The Policy is hereby amended for **Tennessee** as follows:

1. The last sentence in the first paragraph of the definition of “**Complications of Pregnancy**” appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

Complications of Pregnancy also includes pre-eclampsia, 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.

2. The **Subrogation** provision appearing in **SECTION V PAYMENT OF CLAIMS** is amended to include this sentence which will appear as follows at the end of the provision:

You are entitled to reimbursement of reasonable attorney fees You have incurred when the Company applies rights of recovery under this Subrogation provision.

3. The **Misstatement of Age** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

Misstatement of Age: If Your age has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age.

T210-AE TN

UTAH INDIVIDUAL AMENDATORY ENDORSEMENTS

The Policy is hereby amended for **Utah** as follows:

1. **The Company address on the Cover Page is deleted and replaced as follows:**

5 Christopher Way, Eatontown, NJ 07724

2. **The third paragraph of the Exposure and Disappearance provision in COVERAGE K 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT and COVERAGE L AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT appearing in SECTION II COVERAGES is deleted and replaced as follows:**

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, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

3. The definition of **Family Member** appearing in **SECTION III DEFINITIONS** is amended to include a child placed for adoption with the Insured.
4. The definition of **Complications of Pregnancy** appearing **SECTION III DEFINITIONS** is deleted and replaced as follows:

“**Complications of Pregnancy**” means diseases or conditions the diagnoses of which 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, a 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 does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy.

5. Exclusion 10. appearing **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

10. the voluntary commission of or attempt to commit a felony or being voluntarily engaged in an illegal occupation;

6. The last sentence in the **MEDICALLY FIT TO TRAVEL EXCLUSION** appearing **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** is deleted and replaced as follows:

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 cancelled and premium paid will be returned.

7. The **Claim Procedures: Proof of Loss**: provision appearing in **SECTION V PAYMENT OF CLAIMS** is amended to include the following sentence at the end of the provision:

Failure to give notice or file proof of loss does not bar recovery under the Policy if the Company fails to show that it was prejudiced by the failure to provide proof in a timely manner.

8. The **Payment of Claims: When Paid**: provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim within 30 days after receipt of acceptable proof of loss.

9. The **Concealment and Misrepresentation** provision in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this Policy has been fraudulent or materially misrepresented. Notice of cancellation of the Policy for fraud or material misrepresentation will be delivered to You 30 days prior to the effective date of cancellation.

The Policy is hereby amended for Utah as follows:

1. The definition of **Hospital** appearing in **SECTION III DEFINITIONS** is deleted and replaced as follows:

“**Hospital**” means a facility that is licensed and operating within the scope of such license. This definition may not preclude the requirement of medical necessity of hospital confinement or other treatment.
2. The **Excess Insurance** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted.

T210-AE UT4

VERMONT INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Vermont** as follows:

- A. The references to “Usual and Customary” appearing in **COVERAGES I** and **J** in **SECTION II COVERAGES** are replaced by “Reasonable and Necessary”.
- B. The following definitions appearing in **SECTION III DEFINITIONS** are revised as follows:

“**Usual and Customary**” will now appear as “**Reasonable and Necessary**”;
In “**Coinsurance**” all references to “Usual and Customary” are replaced with “Reasonable and Necessary”.
- C. The following exclusions appearing in **SECTION IV GENERAL EXCLUSIONS AND LIMITATIONS** are deleted and/or deleted and replaced or amended as follows:
 4. riding or driving in races, or speed or endurance competitions or events, when racing in a professional capacity;
 5. deleted in its entirety (relating to mountaineering);
 7. participating in bodily contact sports parachuting except parasailing, extreme skiing, skiing outside marked trails or heli-skiing, any race in a professional capacity, speed contests not including any of the regatta races, spelunking or caving;
 20. deleted in its entirety (relating to mental or nervous condition);
 21. deleted in its entirety (relating to device, weapon, material employing chemical, biological, radiological);
- D. The **Payment of Claims: When Paid** provision appearing in **SECTION V PAYMENT OF CLAIMS** is deleted and replaced as follows:

Payment of Claims: When Paid: We, or Our designated representative, after settlement has been agreed upon, will pay the claim in the agreed amount within 10 working days.
- E. The last sentence in the **Physician Examination and Autopsy** provision appearing in **SECTION VI GENERAL PROVISIONS** is deleted and replaced as follows:

The Company may have an autopsy done (at the expense of the Company) unless the law or Your religion forbids it.

The following is added as the last sentence in the Legal Actions provision appearing in

SECTION VI GENERAL PROVISIONS:

However, Your right to bring legal action against Us is not conditioned upon Your compliance with the provisions of any appraisal condition.

- G. **SECTION VI GENERAL PROVISIONS** is amended to include the following provisions at the end of that section:

Vermont law regarding civil unions: Vermont law requires that insurance policies and certificates offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with Vermont law regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Policy designating Insured, Eligible Person, Family Member, You/and or Your and another other policy definitions and provisions designating an Insured under this Policy are amended, whenever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used to indicate parties to a civil union and their families under Vermont law.

Vermont Controlling Law: Any provision of the Policy, which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the Policy.

T210-AE VT2

WYOMING INDIVIDUAL AMENDATORY ENDORSEMENT

The Policy is hereby amended for **Wyoming** as follows:

1. In the definition of **Pre-Existing Condition** appearing in **SECTION III DEFINITIONS**, Item 1) is deleted and replaced as follows:
 - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;
2. In the **Pre-Existing Condition Exclusion** provision appearing in **SECTION IV GENERAL EXCLUSIONS**, Item 1) is deleted and replaced as follows:
 - 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, resulting in actual diagnosis, care or treatment received;

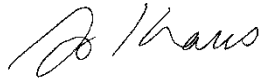
T210-AE WY2

If there is a conflict between the Policy and the Endorsements, the terms of this Endorsement will govern.

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



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A "**Grievance**" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An "**Adverse Determination**" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit

written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - attend the Second Level Review
 - present his/her case to the review panel;
 - submit supporting materials before and at the review meeting;
 - ask questions of any member of the review panel;
 - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location

reasonable access to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

Grievance

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and unaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator
Crum & Forster
5 Christopher Way, 2nd Floor
Eatontown, New Jersey 07724

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Travel Insured Failed to Refund Premiums for Post-Departure Coverage Following Trip Cancellations, Lawsuit Claims](#)
