

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----	X	
ANAT GORDON,	:	
on behalf of Plaintiff and a class,	:	
	:	
Plaintiff,	:	
	:	20-cv-3792
vs.	:	
	:	
UNITED STATES FIRE INSURANCE	:	
COMPANY,	:	
	:	
Defendant.	:	
-----	X	

COMPLAINT – CLASS ACTION

1. Plaintiff Anat Gordon brings this action to secure redress for the improper denial of quarantine benefits under travel insurance policies.

JURISDICTION AND VENUE

2. This Court has jurisdiction under 28 U.S.C. 1332(d), in that (a) the amount in controversy on a classwide basis exceeds \$5 million, exclusive of interest and costs, (b) there are more than 100 members of the class, (c) Plaintiff and Defendant are of diverse citizenship.

3. Venue in this District is proper because a material part of the events at issue occurred here.

4. This Court has personal jurisdiction over Defendant because it issued a policy of insurance to a resident of New York and this District.

PARTIES

5. Plaintiff Anat Gordon is a resident of Roslyn, Nassau County, New York.

She is a citizen of New York.

6. Defendant United States Fire Insurance Company is a corporation organized under Delaware law with its principal places of business at 5 Christopher Way, Eatontown, NJ 07724, and 305 Madison Avenue, Morristown, NJ 07960. It is part of the Crum & Forster group of companies. It is authorized to transact insurance business in all states and the District of Columbia.

7. Defendant United States Fire Insurance Company underwrites travel and trip and event cancellation insurance.

FACTS

8. Plaintiff Anat Gordon is the parent of minor son M Gordon.

9. Plaintiff contracted to send her son M to overnight summer camp at Camp Lenox in Otis, Massachusetts, during the period June 27, 2020 to August 15, 2020, at a cost of \$11,800, which was prepaid. The camp is generally attended by several hundred children.

10. To protect against loss, Plaintiff purchased an “A+ Program Protection Plan” with an effective date of July 26, 2019.

11. The “A+ Program Protection Plan” is a policy of travel, trip or event insurance underwritten by Defendant United States Fire Insurance Company.

12. A copy of the policy is attached as Appendix A. A copy of the Purchase Confirmation is attached as Appendix B.

13. Plaintiff paid the premium required for the coverage and the policy was in full force and effect at the time of the events described below.

14. Both Appendix A and Appendix B are standard form documents.

15. Appendix A stated that “Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to cover You for the unused non-refundable prepaid expenses for Program Arrangements when You are prevented from taking Your Trip due to . . . the Other Covered Reasons listed below; provided such circumstances occurred after Your Effective Date.”

16. The “Other Covered Reasons” included “You or Your Traveling Companion being . . . quarantined . . .”

17. “Quarantined” is not defined in the policy.

18. The common meaning of “quarantine” is “a restraint upon the activities or communication of persons or the transport of goods designed to prevent the spread of disease or pests” and “a state of enforced isolation.”

(<https://www.merriam-webster.com/dictionary/quarantined?src=search-dict-hed>)

19. On January 30, 2020, the World Health Organization declared COVID-19 a “Global Health Emergency;” a “Public Health Emergency of International Concern.”

20. On January 31, 2020, the President declared COVID-19 a public health emergency.

21. On February 21, 2020, Dr. Nancy Messonnier, director of the CDC's National Center for Immunization and Respiratory Diseases, told reporters that U.S. health officials were preparing for the coronavirus to become a pandemic.

22. On February 29, 2020, the U.S. government issued a “do not travel” warning and prohibited travel between the United States and several countries with COVID-19 outbreaks.

23. Following these pronouncements, the Commonwealth of Massachusetts issued

orders which prohibited the summer camp Plaintiff planned to have her son attend.

24. On March 10, 2020, the Commonwealth of Massachusetts declared that the COVID-19 outbreak was “a disaster that impacts the health, security, and safety of the public” and announced a state of emergency.

25. On March 23, 2020, the Commonwealth of Massachusetts issued COVID-19 Order No. 13, which closed all businesses other than those providing essential services, prohibited indoor gatherings of more than 10 people, and prohibited all recreational and athletic activities, regardless of size, that brought persons into close physical contact. A summer camp is not “essential.”

26. On March 31, 2020, Massachusetts issued COVID-19 Order No. 21, extending the prohibition until May 4, 2020.

27. On April 28, 2020, Massachusetts issued COVID-19 Order No. 30, extending the prohibition until May 18, 2020.

28. On May 8, 2020 and June 6, 2020, Massachusetts issued COVID-19 orders Nos. 33, 37 and 38, providing for the phased reopening of certain businesses, but not permitting a summer camp starting June 27, 2020.

29. Similar orders were issued by the State of New York.

30. On March 7, 2020, the State of New York declared itself to be a disaster area as a result of the COVID-19 pandemic, by Executive Order 202.

31. On March 12, 2020, by Executive Order 202.1, the State of New York ordered that “Any large gathering or event for which attendance is anticipated to be in excess of five hundred people shall be cancelled or postponed for a minimum of thirty days” and “Any place of

business or public accommodation, and any gathering or event for which attendance is anticipated to be fewer than five hundred people, shall operate at no greater than fifty percent occupancy, and no greater than fifty percent of seating capacity, for thirty days effective on Friday, March 13, 2020, except that any theater seating five hundred or more attendees for a live performance located in a city of one million or more shall not hold any further performances after 5pm on March 12, 2020.”

32. On March 16, 2020, by Executive Order 202.3, the State of New York ordered that “The directive requiring large gatherings and events to be cancelled or postponed if they had anticipated attendance in excess of 500 people by virtue of Executive Order 202.1 dated March 12, 2020, is hereby amended and modified to require that any large gathering or event (concert, conference, worship service, performance before a large audience, etc.) shall be cancelled or postponed if more than fifty persons are expected in attendance, at any location in New York State until further notice.”

33. On March 18, 2020, by Executive Order 202.5, the State of New York ordered that “all places of public amusement, whether indoors or outdoors, including but not limited to, locations with amusement rides, carnivals, amusement parks, water parks, aquariums, zoos, arcades, fairs, children’s play centers, funplexes, theme parks, bowling alleys, family and children’s attractions shall likewise be closed to the public at 8 p.m. on March 19. This directive shall not apply to public parks and open recreation areas.”

34. On March 19, 2020, by Executive Order 202.7, the State of New York ordered that “Effective March 21, 2020 at 8 p.m. and until further notice all businesses and not-for-profit entities in the state shall utilize, to the maximum extent possible, any telecommuting or work

from home procedures that they can safely utilize. Each employer shall reduce the in-person workforce at any work locations by 75% no later than March 21 at 8 p.m. Any essential business or entity providing essential services or functions shall not be subject to the in-person restrictions.”

35. On March 20, 2020, by Executive Order 202.8, the State of New York ordered that “Effective on March 22 at 8 p.m.: All businesses and not-for-profit entities in the state shall utilize, to the maximum extent possible, any telecommuting or work from home procedures that they can safely utilize. Each employer shall reduce the in-person workforce at any work locations by 100% no later than March 22 at 8 p.m. Any essential business or entity providing essential services or functions shall not be subject to the in-person restrictions. An entity providing essential services or functions whether to an essential business or a non-essential business shall not be subjected to the in-person work restriction, but may operate at the level necessary to provide such service or function. Any business violating the above order shall be subject to enforcement as if this were a violation of an order pursuant to section 12 of the Public Health Law.”

36. On March 29, 2020, by Executive Order 202.13, the State of New York ordered that “By virtue of Executive Orders 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10, 202.11 which closed or otherwise restricted public or private businesses or places of public accommodation, all such Executive Orders shall be continued, provided that the expiration dates of such Executive Orders shall be aligned, such that all in-person business restrictions will be effective until 11:59 p.m. on April 15, 2020, unless later extended by future Executive Orders.”

37. On April 16, 2020, by Executive Order 202.18, the State of New York ordered

that “Executive Order 202.14, which extended the provisions of Executive Orders 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10, 202.11, and 202.13 which each closed or otherwise restricted public or private businesses or places of public accommodation, and which required postponement or cancellation of all non-essential gatherings of individuals of any size for any reason (e.g. parties, celebrations, games, meetings or other social events), is hereby continued, provided that the expiration date of such provisions of such Executive Orders shall be aligned, such that all in-person business restrictions and workplace restrictions will be effective until 11:59 p.m. on May 15, 2020, unless later extended by a future Executive Order. All enforcement mechanisms by state or local governments shall continue to be in full force and effect until May 15, 2020 unless later extended by a future Executive Order.”

38. On May 14, 2020, by Executive Order 202.31, the State of New York ordered that “Executive Order 202.28, which extended the provisions of Executive Orders 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10, 202.11, 202.13, and 202.14 which each closed or otherwise restricted public or private businesses or places of public accommodation, and which required postponement or cancellation of all non-essential gatherings of individuals of any size for any reason (e.g. parties, celebrations, games, meetings or other social events), which together constitute New York On PAUSE, is hereby continued until 11:59 p.m. on May 28, 2020, unless later amended or extended by a future Executive Order”.

39. On May 28, 2020, by Executive Order 202.34, the State of New York ordered that “Executive Order 202.31, which extended the provisions of Executive Orders 202.3, 202.4, 202.5, 202.6, 202.7, 202.8, 202.10, 202.11, 202.13, 202.14, 202.28 which each closed or otherwise restricted public or private businesses or places of public accommodation, and

Executive Order 202.32 as modified by Executive Order 202.33 which required postponement, cancellation, or restriction on size of all non-essential gatherings of more than ten individuals, and which together constitute New York On PAUSE, is hereby continued until and unless later amended or extended by a future Executive Order,” with provision for gradual reopening by business and region.

40. Similar orders was issued by other states.

41. In order to comply with these and other official orders, the summer camp to be attended by M Gordon was cancelled. Plaintiff was orally notified, followed by the document attached as Appendix C.

42. Plaintiff was reimbursed \$6,000 of the amount she paid the camp by the camp operator. The camp has not indicated whether it can or will reimburse anything further.

43. The cancellation of events by official order issued for the purpose of curbing the spread of contagious disease at such events is a “quarantine” applicable to Plaintiff’s son and others who would attend such events.

44. Plaintiff made a claim under the policy.

45. Defendant denied the claim. On July 31, 2020, Plaintiff received a message stating that the claim was determined not payable (Appendix D).

46. No formal reason for denial was provided.

47. The denial of the claim was wrongful. Defendant should have paid the claim and obtained any available recourse from the camp.

48. Upon information and belief, Defendant has categorically issued denials to every claim arising during the COVID-19 pandemic.

CLASS ALLEGATIONS

49. Plaintiff brings this claim on behalf of a class, pursuant to Fed.R.Civ.P. 23(a) and 23(b)(3).

50. The class consists of (a) all persons located within the United States that purchased travel or trip or event cancellation insurance underwritten by United States Fire Insurance Company (b) prior to March 1, 2020, (c) which insurance referred to “quarantine” as a covered event (d) and were prevented from taking a trip or attending an event by governmental orders issued pursuant to the COVID-19 pandemic, including orders requiring cancellation of travel or events, (e) and who have not been completely reimbursed for amounts paid.

51. Excluded from the class are Defendant and its affiliated entities, the officers, directors, or employees of the Defendant, the legal representatives, heirs, successors, and assigns of the Defendants, anyone employed with Plaintiff’s counsels’ firms, any Judge to whom this case is assigned, and his or her immediate family.

52. Plaintiff may alter the class definition to conform to developments in the case and discovery.

53. On information and belief, the class is so numerous that joinder of all members is not practicable.

54. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common questions are:

- a. Whether the orders issued as a result of the COVID-19 pandemic impose a “quarantine.”

b. Whether Defendant refused to provide coverage.

55. Plaintiff's claim is typical of the claims of the class members. All are based on the same factual and legal theories.

56. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and consumer litigation.

57. A class action is superior for the fair and efficient adjudication of this matter, in that:

a. Individual actions are not economically feasible.

b. Members of the class are likely to be unaware of their rights;

COUNT I – BREACH OF CONTRACT

58. Plaintiff incorporates paragraphs 1-57.

59. Defendant breached its insurance policies with Plaintiff and the class members.

60. As a result, Plaintiff and each class member sustained damages.

WHEREFORE, the Court should enter judgment in favor of Plaintiff and the class and against Defendant for:

- i. A declaration that Defendant is obligated to pay for COVID-19 related losses;
- ii. Compensatory damages;
- iii. Costs of suit;
- iv. Such other or further relief as the Court deems proper.

/s/ Tiffany N. Hardy
Tiffany N. Hardy

Tiffany N. Hardy
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
20 South Clark Street, Suite 1500
Chicago, IL 60603-1824
(312) 739-4200
(312) 419-0379 (FAX)
Email address for service: courtecl@edcombs.com

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APPENDIX A



Camp Conferences Study Sports Travel

A+ Program Protection

Summary of Plan Benefits

Important

This document provides only a summary of the Plan Benefits. This document is not Your Purchase Confirmation. Your Purchase Confirmation and applicable Plan Documents are provided to You at time of purchase.

Customer Service

Have questions about this Plan? You can view many Frequently Asked Questions at www.aplusplans.com, or call a A+ Program Protection Customer Service Representative at:

Customer Service or to Report A Claim
1-888-420-5378

Satisfaction Guarantee

If You are not satisfied for any reason, You may return Your Plan Documents to A+ Program Protection within 10 days after receipt. Your plan payment (less any enrollment fees charged, where applicable) will be refunded, provided You have not filed a claim or departed on Your Program. When so returned, the Plan Documents are void from the beginning.

Time Sensitive Provisions

If You have purchased this Plan with or before Your final payment for Your Trip and You are not disabled from travel at the time Your plan payment is been paid, then the Plan exclusion for Pre-Existing Conditions will be waived.

Insure The Full Cost of Your Program

If You have insured an amount less than 100% of the cost of all Your Prepaid Program costs that are subject to cancellation penalties or restrictions the maximum benefit for Program Cancellation and Program Interruption will be limited to the amount of coverage You purchased.

Generali Global Assistance

Generali Global Assistance provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is available at www.aplusplans.com. To contact Generali:

Within U.S. & Canada
1-833-430-3653

Collect Worldwide
1-954-308-3925

Plan Information

Product:	Preferred Plan
Plan #:	550

Schedule of Benefits

Plan Benefits	Maximum Benefit Amount
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Medical Expense/Emergency Assistance	
Accident and Sickness Medical Expense	\$25,000
Emergency Evacuation and Repatriation	\$100,000
Program Cancellation	Program Cost
Program Interruption	Program Cost
Missed Connection	\$500
Program Travel Delay (Up to \$100 Per Day)	\$500
Baggage and Personal Effects	\$1,000
Baggage Delay	\$100

Optional Benefits Available

Air Flight AD&D	Rental Car Damage	Extended Personal Property Pac
\$100,000, \$250,000 & 500,000	\$35,000	\$1,000
Add \$10, \$25, \$50	Add \$7 Per Day	Add \$15

The Travel Insurance Benefits of this Plan are Underwritten By: United States Fire Insurance Company.

Non-Insurance Services

Generali Global Assistance
Global Xpi Medical Records Service

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

Preferred Plan

Plan #550

**TRAVEL PROTECTION INSURANCE
 Certificate of Insurance**

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

Signed for United States Fire Insurance Company By:

Marc J. Adeed
Marc J. Adeed
 Chairman and CEO

James Kraus
James Kraus
 Secretary

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

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

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IMPORTANT CONTACT INFORMATION

Plan Number: 550
 Please review these Plan Documents as they provide complete details of the Plan Benefits and Services. Have questions? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at www.aplusplans.com.

Customer Service
 1-888-420-5378

To Report A Claim
 Present all claims to the Program Administrator:

Online at: www.aplusplans.com

Plan Number: 550

Trip Mate, Inc.
 (In CA & UT, dba Trip Mate Insurance Agency)
 9225 Ward Parkway, Suite 200
 Kansas City, Missouri 64114

Generali Global Assistance

To assist You while travelling, Generali Global Assistance multi-lingual professionals are available 24 hours a day/365 days a year providing medical, legal and travel assistance services. A complete list of these services is included with this Plan.

To Contact Generali Global Assistance During Your Trip:

Toll-Free in the US and Canada

1-833-430-3653

Collect Outside the US

1-954-308-3925

ops@gga-usa.com

Plan Number: 550

The 24-Hour Assistance Services are provided by:
 Generali Global Assistance

NOTICE: This Policy does not apply to the extent any prohibited by any applicable law or regulation, including any United States, United Nations or European Union economic or trade sanctions, prohibit us from providing insurance and related services, including, but not limited to, the payment of any claims. Any expenses incurred or claims made involving travel or travel related services that are in violation of such sanctions, laws or regulations will not be covered under this Policy. Any coverage provided under this Policy in violation of any United States, United Nations or European Union economic or trade sanctions, or other laws or regulations, shall be null and void.

This Policy expressly excludes any insurance coverage, related services, or loss: (i) occurring in any fully embargoed or comprehensively sanctioned countries or territories (including but not limited to Iran, Syria, North Korea, Crimea, or Cuba) or their territorial waters; (ii) incurred by persons or entities located or resident in any fully embargoed or comprehensively sanctioned countries or territories (including but not limited to Iran, Syria, North Korea, Crimea, or Cuba); or (iii) resulting in, or involving activities that directly or indirectly involve or benefit the government, entities or residents of any fully embargoed or comprehensively sanctioned countries or territories (including but not limited to Iran, Syria, North Korea, Crimea, or Cuba) except where (a) expressly permitted by applicable law or regulation and (b) we have confirmed coverage for the risk in writing.

Plan Documents

**A+ PROGRAM
 PROTECTION**

Camp Conferences Study Sports Travel



**For Customer Service Call:
 1-888-420-5378**

SECTION I. Coverages

ACCIDENT & SICKNESS MEDICAL EXPENSE

For the purpose of this benefit:

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

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

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

Only Covered Expenses incurred during the Trip will be reimbursed. Expenses incurred after the Trip are not covered.

Benefits will include expenses incurred during the Trip for emergency dental treatment due to Injury not to exceed \$750. Expenses for emergency dental treatment incurred after the Trip are not covered.

Benefits will not be paid in excess of the Usual and Customary Charges. Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed, to secure Your admission to a Hospital, because of a covered Sickness or Injury. The Program Medical Advisor will coordinate advance payment to the Hospital.

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

MEDICAL EVACUATION AND RETURN OF MORTAL REMAINS

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

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

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

If You are traveling alone and will be hospitalized for more than 3 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

2. **Non-Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is Medically Necessary for You to return to Your place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your permanent residence or to a Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor: 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; 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 Program Medical Advisor. Transportation must be via the most direct and economical route.

HOSPITAL OF CHOICE

Subject to the terms and conditions of this item #2, You may choose a Medical Evacuation to a Hospital in a city within the USA other than Your home city, but the maximum amount payable is limited to the cost of a Medical Evacuation to Your home city.

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

Benefits are paid less the value of Your original unused return travel ticket. If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall: a) notify Us of any other insurance; b) help Us exercise the Company's rights in any reasonable way that We may request, including the filing and assignment of other insurance benefits; c) not do anything after the loss to prejudice Our rights; and d) reimburse Us, to the extent of any payment We have made, for benefits received from such other insurance.

PROGRAM CANCELLATION, PROGRAM INTERRUPTION, MISSED CONNECTION AND TRAVEL DELAY

Program Cancellation: Benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, to cover You for the unused non-refundable prepaid expenses for Program Arrangements when You are prevented from taking Your Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Trip; or
3. For the **Other Covered Reasons** listed below;

provided such circumstances occurred after Your Effective Date. **Program Interruption:** Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for land or water Program Arrangements and the Additional Transportation Cost paid to return home or rejoin the Trip, when You are prevented from completing Your Trip due to:

1. Death involving You or Your Traveling Companion or Your or Your Traveling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Traveling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of interruption and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your continued participation in the Trip; or
3. For the **Other Covered Reasons** listed below;

provided such circumstances occurred after Your Effective Date. **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. You or Your Traveling Companion's principal place of residence or destination being rendered uninhabitable by fire, flood, burglary or other natural disaster within 10 days of departure;
- c. You 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;

BAGGAGE AND PERSONAL EFFECTS AND BAGGAGE DELAY

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 up to \$100 per day, limited to 5 days.

For Program Cancellation or Interruption:
Program Cancellation: The maximum payable under this benefit is the lesser of a) the Maximum Benefit Amount shown in the Confirmation of Benefits; or b) the total amount of coverage You purchased.

Program Interruption: The maximum payable under this benefit is the lesser of a) the Maximum Benefit Amount shown in the Schedule of Benefits; or b) the total amount of coverage You purchased. 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 Program Arrangements if Your Family Member or Traveling Companion has his/her Trip delayed, canceled or interrupted for a covered reason and You do not cancel.

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

Missed Connection: If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for a) the Additional Transportation Cost to join the Trip and b) the unused portion of the prepaid expenses for land or water Program Arrangements, due to:

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

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

Travel Delay: Benefits will be paid for reasonable accommodation, meal, and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, if You are delayed for 8 hours or more while en route to or from, or during a 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 are 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.

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

f. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure; unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

g. Inclement Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

h. mechanical breakdown that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

i. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war; involuntary employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Trip. Employment must have been with the same employer for at least 1 continuous year;

j. a Terrorist incident that occurs in a city listed on the itinerary of Your Trip and within 30 days prior to Your Scheduled Departure Date. Benefits are not provided if the Program Supplier offers a substitute itinerary;

k. revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;

l. Bankruptcy or Default of an airline, cruise line, tour operator or Program Supplier (other than the tour operator or travel agency from whom You purchased Your Program 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;

m. a cancellation of Your Trip within 24 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 15 days following Your effective date of coverage for the Trip Cancellation Benefits;

n. the primary or secondary school that You, Your Family Member or Traveling Companion attends continues classes beyond the predefined school year, due to unforeseeable events which: 1) occur after Your Effective Date for Program Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Program. Extensions due to extra-curricular or athletic events are not covered.

Additional Program Interruption Benefits: If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with Your Traveling Companion up to \$100 per day, limited to 5 days.

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

The lesser of the following amounts will be paid: 1) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage; 2) the cost to repair or replace the article with material of a like kind and quality; or 3) \$300 per article. A combined maximum of \$600 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

A maximum of \$50 will be paid for the cost of replacing a passport or visa. A maximum of \$50 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that 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 collectors items; 10) sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids; 11) prosthetic limbs; 12) prescribed medications; 13) keys, money, credit cards (except as coverage is otherwise specifically provided herein); 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein); 15) professional or occupational equipment or property, whether or not electronic business equipment; or 16) telephones, computer hardware or software.

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 customs rule; d) theft or pilferage while left in any unlocked vehicle; e) property illegally acquired, kept, stored or transported; f) Your negligent acts or omissions; or g) property shipped as freight or shipped prior to the Scheduled Departure Date.

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 at Your place of permanent residence, 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.

f. You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure; unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

g. Inclement Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

h. mechanical breakdown that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;

i. You or Your Traveling Companion is in the Military and called to emergency duty for a national disaster other than war; involuntary employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Trip. Employment must have been with the same employer for at least 1 continuous year;

j. a Terrorist incident that occurs in a city listed on the itinerary of Your Trip and within 30 days prior to Your Scheduled Departure Date. Benefits are not provided if the Program Supplier offers a substitute itinerary;

k. revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;

l. Bankruptcy or Default of an airline, cruise line, tour operator or Program Supplier (other than the tour operator or travel agency from whom You purchased Your Program 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;

m. a cancellation of Your Trip within 24 hours of Your Scheduled Departure Date and time if Your Trip destination is under a hurricane warning issued by the NOAA National Hurricane Center, provided the cancellation of Your Trip occurs more than 15 days following Your effective date of coverage for the Trip Cancellation Benefits;

n. the primary or secondary school that You, Your Family Member or Traveling Companion attends continues classes beyond the predefined school year, due to unforeseeable events which: 1) occur after Your Effective Date for Program Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Program. Extensions due to extra-curricular or athletic events are not covered.

Additional Program Interruption Benefits: If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with Your Traveling Companion up to \$100 per day, limited to 5 days.

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.

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

SECTION II. Definitions

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

“Baggage and Personal Effects” means luggage, personal possessions and travel documents taken by You during a Trip.

“Bankruptcy” means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

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

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

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

“Domestic Partner” means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of continuous cohabitation throughout the 180 day period prior to Your Effective Date of the Plan; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

“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 the Trip.

“Family Member” means any of the following who resides in the United States, Canada, or Mexico: Your or Your Traveling Companion’s: legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, an employed caregiver who lives with You, or a person for whom You are the primary caregiver with whom You have lived for 12 continuous months prior to the effective date of Your Plan, whether or not they travel with You.

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

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

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

“Insured” means the person who purchased the Trip and who has paid the required plan cost for the protection plan provided herein, and 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 or a Christian Science Practitioner: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his/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 Confirmation of Benefits.

“Medical Treatment” means treatment, advice or consultation by a Legally Qualified Physician.

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

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

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

“Program Arrangements” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Program Supplier for the Trip.

“Program Medical Advisor” means Generali Global Assistance.

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

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

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

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

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

“Terrorist Incident” means an incident deemed a terrorist act by the United States Government that causes property damage, and loss of life.

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

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

“Traveling Companion” means a person or persons with whom You have coordinated Program Arrangements and intend to travel with during the Trip.

“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.

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

SECTION III. Insuring Provisions

Your Term of Coverage:

For Program Cancellation: Coverage begins on Your “Effective Date” which is at 12:01 a.m. on the date the appropriate cost for this policy for Your Program is received and ends at the point and time of departure on Your Scheduled Departure Date.

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

For all other coverages: All other benefits begin on 12:01 a.m. on Your Scheduled Departure Date. Coverage ends at the point and time of return on Your Scheduled Return Date.
In the event the Scheduled Departure Date and/or the Scheduled Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Program Supplier nor You have control, Your term of coverage shall be automatically adjusted in accordance with the Program Supplier's notice to Us of the delay or change.

SECTION IV. General Limitations and Exclusions
Benefits are not payable for any loss due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service;
4. riding, driving or participating in races, or speed or endurance contests (other than any foot race);
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating in skydiving, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 130 feet or if You are not certified to dive and a dive master is not present during the dive;
7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. being intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
9. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
10. normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
11. dental treatment (except as coverage is otherwise specifically provided herein);
12. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Confirmation of Benefits; or
13. 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.

WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION
The Pre-Existing Condition Exclusion for this plan is waived if payment for this plan is received with or before Your final payment for Your Trip.

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

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.

Excess Insurance: The insurance provided by this Policy (except Accident and Sickness Medical Expense, Medical Evacuation and Return of Mortal Remains) 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.

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

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

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

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request; not 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 recovery for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

Additional Claims Provisions Specific to Baggage: 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, 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) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- e) be examined, if requested.

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

SECTION VI. Coordination of Benefits

Applicability: The Coordination of Benefits ("COB") provision applies to this Plan when You have health care coverage under more than one Plan.

The Travel Insurance Benefits of this Plan are Underwritten By: United States Fire Insurance Company.

OPTIONAL BENEFITS

If You have purchased optional Air Flight Accidental Death and Dismemberment, You are covered up to the amount shown in Your Confirmation of Coverage as follows:

Accidental Death & Dismemberment

You are eligible for benefits, up to the Maximum Benefit Amount, when You sustain an injury during the Trip which results in any of the following losses within 180 days of the date of the injury causing the Loss: a) while riding solely as a passenger in an aircraft on a regularly scheduled airline flight or regularly scheduled charter flight; 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.

Loss:	Percentage of Principal Sum Payable:
Life.....	100%
Both Hands; Both Feet or Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
One Hand; One Foot or Sight of One Eye.....	50%

Benefits will be paid as follows:

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

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

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

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

The Principal Sum is the Maximum Benefit Amount shown in the Confirmation of Benefits for Accidental Death and Dismemberment.

If You have purchased optional Rental Car Damage (Collision Damage Waiver), You are covered up to the amount shown in Your Confirmation of Coverage as follows:

Rental Car Damage

You are eligible for benefits up to the Maximum Benefit Amount 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 on the Schedule.

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” includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Panthera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR, or any other car with a Manufacturers Suggested Retail Price (MSRP) over \$40,000.

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.

Coverage is not available to residents of Texas.

If You have purchased optional Extended Personal Property Pac, the Baggage and Personal Effects and Baggage Delay Coverage is amended as follows:

Extended Personal Property Pac

- 1. the **Baggage and Personal Effects does not include** section is amended to delete the following exclusions:
 - 15) professional or occupational equipment or property, whether or not electronic business equipment; or
 - 16) telephones, computer hardware or software; and
- 2. the Baggage Delay section is amended to read as follows:
 - 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 at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for the actual expenditure for necessary personal effects (including rental of sports equipment to replace delayed sports equipment). 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.

The maximum limit of liability for: professional or occupational equipment or property, whether or not electronic business equipment; telephones, computer hardware or software; and sports equipment rental is \$1,000.

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

TRAVEL PROTECTION INSURANCE

State Exceptions to the Certificate of Insurance or Policy

NEW YORK: The following language is amended to read:

ACCIDENT MEDICAL EXPENSE

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

For purposes of this benefit:

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

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

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

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

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

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

NEW YORK MANDATES: Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

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

SICKNESS MEDICAL EXPENSE

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

For purposes of this benefit:

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

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

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

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

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

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

NEW YORK MANDATES: Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

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

Definitions:

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

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

- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;

- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);

- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395kk);

- (f) is duly licensed by the agency responsible for licensing such hospitals; and

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

"Pre-Existing Condition" means the existence of symptoms in You, Your Traveling Companion, Your Family Member booked to travel with him or her, or Your Traveling Companion's Family Member that would ordinarily cause a prudent person to seek diagnosis, care or treatment within a 60 day period preceding the effective date of Your coverage, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a 30-180 day period preceding the effective date of Your coverage.

When used throughout this document “Company”, “Our”, “We”, or “Us” means:

United States Fire Insurance Company

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).

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:

Grievance

- (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 accessible 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.

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;

Grievance

- (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.

When used throughout this document “The Company”, “Our”, “We”, or “Us” means:

United States Fire Insurance Company

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 nonaffiliated 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
Fairmont Speciality
5 Christopher Way, 3rd Floor
Eatontown, New Jersey 07724

Disclosure Notice:

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

What A Travel Retailer May Do:

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf;
5. Receiving/recording information to share with us;

What A Travel Retailer May Not Do:

The Travel Retailer's employees:

1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

Definitions

"Travel Insurance" means coverage for personal risks incidental to planned travel, including one or more of the following:

- Interruption or cancellation of a trip or event;
- Loss of baggage or personal effects;
- Damage to accommodations or rental vehicles; or
- Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

"We, Us or Our" means Trip Mate, Inc.

DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]

1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
 - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
 - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.



Travel Assistance Program Description

Your Guide to Safe Travel

Emergencies happen, but help is now only a phone call away.

An unexpected illness, tooth ache or lost baggage can ruin a trip. With travel assistance services from Generali Global Assistance, help is only a phone call away. When you are traveling away from home, you have access to Emergency Transportation Services, Travel Support Services and Non-Insurance Personal Assistance Services.

With a local presence in 200 countries and territories worldwide and 35 24/7 assistance centers staffed with multilingual assistance coordinators and case managers as well as medical and security staff, Generali Global Assistance is here to help you obtain the care and attention you need in case of an emergency while traveling.

In the event of a life-threatening emergency, call the local emergency authorities first to receive immediate assistance, and then contact Generali Global Assistance.

Emergency Transportation Services

- Emergency Medical Evacuation/Medically-Necessary Repatriation
- Repatriation of Mortal Remains
- Transportation after Stabilization
- Visit by Family Member/Friend
- Return of Dependent Children
- Return of Traveling Companion

Travel Support Services

- Medical Monitoring
- Hotel Arrangements for Convalescence
- Medical and Dental Search and Referral
- Advance of Emergency Medical Expenses
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses
- Transfer of Insurance Information and Medical Records
- Assistance with Emergency Travel Arrangements
- Interpretation/Translation
- Locating Lost or Stolen Items
- Emergency Cash Advance

See reverse for detailed service information.

Contact Us for Help 24/7

+1 954-308-3925
(Collect outside the US)

+1 833-430-3653
(Toll-free in the US and Canada)

ops@gga-usa.com

Plan Number: 550



Scan the QR code with your smartphone to automatically add Generali Global Assistance to your contacts

When you call, please be ready to provide:

* The Plan Number (or Travel Supplier Name/Plan Name)

** A phone number where we may reach you

Travel Support Services

Interpretation/Translation

Upon request, GGA will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, GGA will refer you to local translators.

Locating Lost or Stolen Items

GGA will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.

Medical Monitoring

During the course of a medical emergency resulting from an accident or sickness, GGA will monitor your case to determine whether the care is adequate from a Western Medical perspective.

Medical and Dental Search and Referral

GGA will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.

Advance of Emergency Medical Expenses

GGA will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.

Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses

GGA will arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. GGA will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.

Transfer of Insurance Information and Medical Records

Upon your request, GGA will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.

Assistance with Vaccine and Blood Transfers

If based upon your physician's prescription, needed vaccines or blood products are not available locally, GGA will coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

Non-Insurance Personal Assistance Services

These are Non-Insurance Services provided by Generali Global Assistance:

Pre-Trip Information

Upon request, GGA will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.

Interpretation/Translation

If during your Trip you need an interpretation, GGA will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, GGA will refer you to local translators.

Legal Referral/Bail

Upon request, GGA will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, GGA will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.

Emergency Cash Advance

GGA will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

Concierge Services

These are Non-Insurance Services provided by Generali Global Assistance:

- Delivery of foods and beverages
- Event ticketing - sports, concerts, theater
- Flowers and gift baskets
- Golf outings and tee times
- Hotel accommodation assistance
- Meet and greet services
- Personalized shopping assistance
- Restaurant reviews and reservations
- Rental car reservations
- Pet services locator

Global XPI

These are Non-Insurance Services provided by Trip Mate, Inc. (in CA & UT, dba Trip Mate Insurance Agency):

Access Your Medical Records Online

Your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, wherever internet access is available.

Register at www.globalxpi.com or call, toll free:

1-800-379-9887

Use Program Code: 550

Terms, Conditions and Exclusions

GGA shall provide services to all Participants. On any expenditure for which the Participant is responsible, GGA shall not be obligated to provide services without first securing funds from the Participant in payment of such expenditure. If the Participant pays for covered expenses without receiving an approval or authorization in writing from GGA, then GGA shall not be obligated to reimburse the Participant for any such expenditure. In the event a Participant requests a service not included in a program, GGA may, in its sole and absolute discretion, provide such benefits or services at the sole expense of the Participant, including a reasonable fee to GGA for its efforts on behalf of the Participant.

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor GGA may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.

APPENDIX B



Camp Conferences Study Sports Travel

A+ Program Protection Purchase Confirmation

Print Date: 08/10/2020

M Gordon

Customer Service and Claims - Thank You for purchasing a A+ Program Protection Plan. Have questions, want to request changes to Your Plan or need to report a claim? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions, report and complete Your claim(s) online at www.aplusplans.com.

Customer Service or to Report A Claim

1-888-420-5378

If You are not satisfied for any reason, You may return Your Plan Documents to A+ Program Protection within 10 days after receipt. Your plan payment (less any enrollment fees charged, where applicable) will be refunded, provided You have not filed a claim or departed on Your Program. When so returned, the Plan Documents are void from the beginning.

Time Sensitive Provisions - If You purchased this Plan with or before Your final payment for Your Trip and You are not disabled from travel at the time Your plan payment is been paid, then the Plan exclusion for Pre-Existing Conditions will be waived provided.

Insure The Full Cost of Your Program - If You insured an amount less than 100% of the cost of all Your Prepaid Program costs that are subject to cancellation penalties or restrictions the maximum benefit for Program Cancellation and Program Interruption will be limited to the amount of coverage You purchased.

Generali Global Assistance - Generali Global Assistance provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is included in Your Plan Documents. To contact Generali:

Within U.S. & Canada
1-833-430-3653

Collect Worldwide
1-954-308-3925

Purchase Details

Enrollment ID: 337968
Agency ID#: TRAVMARK-TRA1111
Organization Name: TravMark
Product: Preferred Plan
Plan #: 550
Effective Date For Program Cancellation: 07/26/2019
Effective Date For Other Benefits: 06/27/2020

The Travel Insurance Benefits of this Plan are Underwritten By: United States Fire Insurance Company.

Schedule of Benefits

Plan Benefits	Maximum Benefit Amount
Medical Expense/Emergency Assistance	
Accident and Sickness Medical Expense	\$25,000
Emergency Evacuation and Repatriation	\$100,000
Program Cancellation	Program Cost
Program Interruption	Program Cost
Missed Connection	\$500
Program Travel Delay (Up to \$100 Per Day)	\$500
Baggage and Personal Effects	\$1,000
Baggage Delay	\$100

Non-Insurance Services

Generali Global Assistance
Global Xpi Medical Records Service

Insured Travelers

Name(s)	Optional Coverages			Program Dates	Insured Program Cost	Plan Payment
	Air Flight AD&D	RCD	Ext. Property Pac			
Gordon	NO	NO	NO	06/27/2020 - 08/15/2020	\$11,800	\$583
Total Plan Cost includes a non-refundable processing fee of \$0.00					Total Plan Cost	\$583

APPENDIX B



Camp Conferences Study Sports Travel

A+ Program Protection Purchase Confirmation

Print Date: 08/10/2020

M Gordon

Customer Service and Claims - Thank You for purchasing a A+ Program Protection Plan. Have questions, want to request changes to Your Plan or need to report a claim? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions, report and complete Your claim(s) online at www.aplusplans.com.

Customer Service or to Report A Claim

1-888-420-5378

If You are not satisfied for any reason, You may return Your Plan Documents to A+ Program Protection within 10 days after receipt. Your plan payment (less any enrollment fees charged, where applicable) will be refunded, provided You have not filed a claim or departed on Your Program. When so returned, the Plan Documents are void from the beginning.

Time Sensitive Provisions - If You purchased this Plan with or before Your final payment for Your Trip and You are not disabled from travel at the time Your plan payment is been paid, then the Plan exclusion for Pre-Existing Conditions will be waived provided.

Insure The Full Cost of Your Program - If You insured an amount less than 100% of the cost of all Your Prepaid Program costs that are subject to cancellation penalties or restrictions the maximum benefit for Program Cancellation and Program Interruption will be limited to the amount of coverage You purchased.

Generali Global Assistance - Generali Global Assistance provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is included in Your Plan Documents. To contact Generali:

Within U.S. & Canada
1-833-430-3653

Collect Worldwide
1-954-308-3925

Purchase Details	
Enrollment ID:	337968
Agency ID#:	TRAVMARK-TRA1111
Organization Name:	TravMark
Product:	Preferred Plan
Plan #:	550
Effective Date For Program Cancellation:	07/26/2019
Effective Date For Other Benefits:	06/27/2020
The Travel Insurance Benefits of this Plan are Underwritten By: United States Fire Insurance Company.	

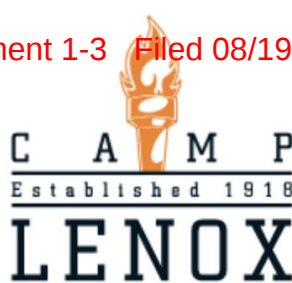
Schedule of Benefits	
Plan Benefits	Maximum Benefit Amount
Medical Expense/Emergency Assistance	
Accident and Sickness Medical Expense	\$25,000
Emergency Evacuation and Repatriation	\$100,000
Program Cancellation	Program Cost
Program Interruption.....	Program Cost
Missed Connection.....	\$500
Program Travel Delay (Up to \$100 Per Day).....	\$500
Baggage and Personal Effects.....	\$1,000
Baggage Delay.....	\$100

Non-Insurance Services
Generali Global Assistance Global Xpi Medical Records Service

Insured Travelers						
Name(s)	Optional Coverages			Program Dates	Insured Program Cost	Plan Payment
	Air Flight AD&D	RCD	Ext. Property Pac			
Gordon	NO	NO	NO	06/27/2020 - 08/15/2020	\$11,800	\$583
Total Plan Cost includes a non-refundable processing fee of \$0.00					Total Plan Cost	\$583

APPENDIX C

DIRECTORS
Richard Moss
Stephanie Moss
Monty Moss



The Traditional
Summer Camp
for Boys & Girls
AGES 7-16

Coping with the Loss of Camp

This National Emergency is an unprecedented Pandemic. All children and adolescents need to recognize that this is happening to everyone around the World. Helping kids recover from disappointment has to be one of the harder jobs in parenting. The good news is that overcoming disappointment can—with your help—be a significant learning opportunity for your child. Resilience is the rule with stress and disappointment.

Empathize With Your Child

Begin by acknowledging your child's perception of what happened. Kids have been looking forward to returning to camp since the day they left last August. This is a big disappointment.

Many times, kids need some time to think before they can discuss their upset. Give them space. Let them know that you'll be available when they are ready to talk.

When the time to talk arrives, your child will be able to see this situation more accurately and not be led by their feelings. Discuss what is most upsetting.

Dealing With Disappointed Kids When They Won't Talk

Depending on their personality, your child may show disappointment in different ways. They may be upset and angry, in which case you need to help them to find a way to channel that upset in a constructive way.

If your child retreats when upset or sad, look for ways to draw them out. You might say, "I know you don't want to talk about it, but when you are ready, we can discuss this."

Resilience is the rule. Kids will learn that this represents an unprecedented period in history and that "we will all get through this together."

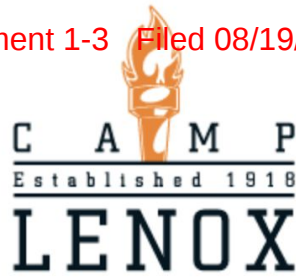
Tips for Parents

Remain calm; be hopeful; remain connected; model optimism and follow the guidance for safety. We must all be guided by the science offered to us from the Center for Disease Control to minimize risk and protect everyone from the Coronavirus.

Victor M. Fornani, MD, MS

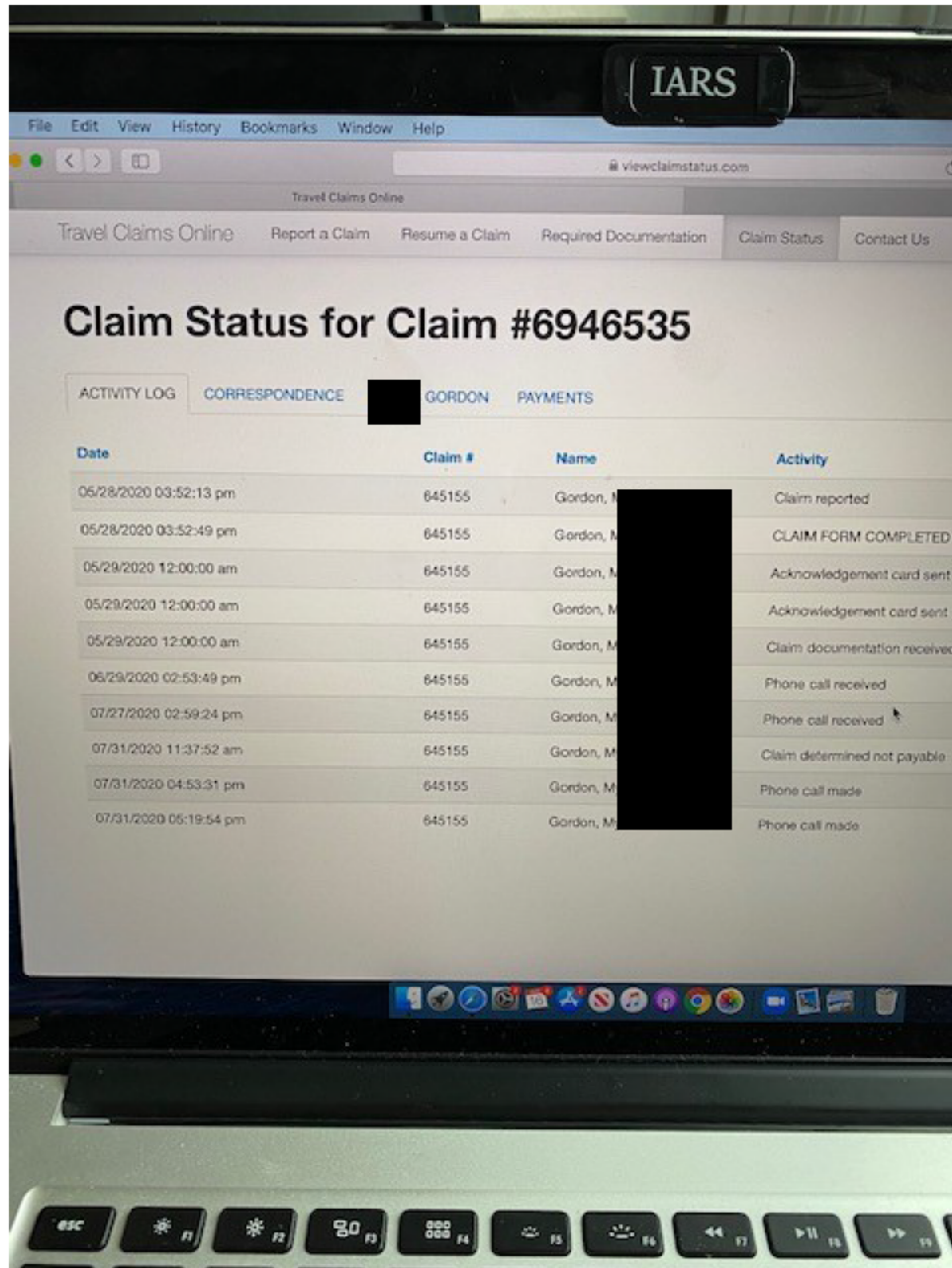
DIRECTORS

Richard Moss
Stephanie Moss
Monty Moss



The Traditional
Summer Camp
for Boys & Girls
AGES 7-16

APPENDIX D



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS Anat Gordon</p> <p>(b) County of Residence of First Listed Plaintiff <u>Nassau</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Edelman, Combs, Lattuner and Goodwin, LLC 20 S. Clark Street, Ste 1500 Chicago, IL 60603</p>	<p>DEFENDANTS United States Fire Insurance Company,</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;"></th> <th style="width: 10%;">PTF</th> <th style="width: 10%;">DEF</th> <th style="width: 40%;"></th> <th style="width: 10%;">PTF</th> <th style="width: 10%;">DEF</th> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/>	Citizen of Another State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Incorporated or Principal Place of Business In This State	<input type="checkbox"/>	<input type="checkbox"/>																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>																				

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES		
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <p>Other:</p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act 28 U.S.C. 1332(d)

Brief description of cause:
Breach of Contract- Class Action

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____ CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 8/19/20 SIGNATURE OF ATTORNEY OF RECORD s/Tiffany N. Hardy

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

Anat Gordon

Plaintiff(s)

v.

United State Fire Insurance Company

Defendant(s)

Civil Action No. 20-cv-3792

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) United State Fire Insurance Company
5 Christopher Way,
Eatontown, NJ 07724

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Edelman, Combs, Lattuner and Goodwin, LLC
20 S. Clark Street, Ste 1500
Chicago, IL 60603

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 20-cv-3792

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: U.S. Fire Insurance 'Categorically' Refused Coverage for Trips, Events Canceled Amid COVID-19 Crisis](#)
