# Serenity Protection Plan

Claim Inquiries (MTWF 8:30am-5pmET & TH 9:30am-5pmET) Report a new claim, obtain claim forms, and check the status of a filed claim Within the United States: 1-866-693-1731 Outside of the United States: 1-727-477-2868 ClubMedClaims@cbpinsure.com

Travel Assistance and Customer Service (Mon-Sat 9am-8pmET) Questions regarding your travel plan Within the United States: 1-888-647-5728 Outside of the United States: 1-312-341-2870 ustravel@axa-assistance.us



Club Med  $\mathfrak{P}$ 

# AXA ASSISTANCE USA

# TRAVEL ASSISTANCE SERVICES

# **General Travel Information**

Before you travel, you can obtain information about visa, passport, immunization requirements and local customs. You can also obtain 24-hour pre-departure information on weather, currency or holidays.

# Pet Housing and Return

We can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets.

# Lost Document and Lost Article Assistance

We will assist with arrangements to replace or forward copies of lost or stolen documents, including passports, driver's licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles such as luggage.

# **Emergency Cash and Bail Assistance**

During emergency situation, we can help arrange an emergency cash advance. This service can also provide assistance in obtaining bail bonds, where available.

# Urgent Message Relay

We will relay emergency messages on your behalf.

# Legal Referrals

We will provide referrals to an interpreter or legal personnel to you as necessary.

# **IDENTITY THEFT SERVICES**

If you suddenly find yourself missing your identification, credit or debit cards, or other important personal or financial documents, while traveling we can provide an Identity Theft solution. This service provides:

•Education & Protection: An identity theft risk & prevention toolkit and resolution guide.

•Personal Guidance: Assistance with filing and obtaining police and credit reports, contracting creditor fraud departments, taking inventory of lost or stolen items and more.

•Emergency Funds: Assistance sending emergency funds to you.



# **CLUB MED PROTECTION PLAN**

# SCHEDULE OF BENEFITS

Benefit Per Trip	Maximum Benefit Amount/Principal Sum

# Part A – Travel Arrangement Protection

Trip Cancellation	100% of Trip Cost
Trip Interruption	100% of Trip Cost
Baggage and Personal Effects	\$3,000
Baggage Delay	\$100

# Part B – Travel Insurance Benefits

24-Hour Accidental Death & Dismemberment	\$25,000
Accident Medical Expense	\$150,000
Sickness Medical Expense	\$150,000

# Optional Upgrade: Must be purchased for an additional fee within 24 hours of initial deposit.

Trip Cancellation For Any Reason...... Up to 75% of Non-Refundable Trip Cost

# UNITED STATES FIRE INSURANCE COMPANY Administrative Office: 5 Christopher Way, Eatontown, New Jersey 07724 (Called "the Company")

#### INDIVIDUAL TRAVEL PROTECTION POLICY

# THIS IS A LIMITED BENEFIT, SHORT-TERM TRAVEL POLICY

This is a legal contract between United States Fire Insurance Company and You. This Policy is issued in consideration of the Application and payment of the appropriate plan cost. United States Fire Insurance Company, herein called the Company, will pay You the benefits described in this Policy, subject to all Policy limitation, and exclusions, when You sustain a loss specified under a provision of the Policy under which You are covered, as shown in the Schedule of Benefits and Evidence of Benefits. The entire contract is made up of the Policy and any attachments. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in the Policy or its attachments.

#### FOURTEEN-DAY LOOK

You may cancel this Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your Policy; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under this Policy.

Signed for the Company,

Chairman and CEO,

Marc J. Ade

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# SECTION I. PERIOD OF COVERAGE

The "Effective Date" of Your Travel Protection Policy begins at 12:01 a.m. following the postmark of Your application or 12:01 a.m. following the date You apply by phone or fax and pay the required plan cost. The Trip Cancellation Benefit begins on the Effective Date. All other Benefits begin on 12:01 a.m. on the later of Your Scheduled Departure Date or the Effective Date of Your Travel Protection Policy, as described above. Benefits end for all Insureds when You cancel Your Trip, when You return home, or when You complete the term of Your Trip.

### SECTION 2. 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 the Insured.

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

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

**Time of Payment of Claims**: benefits for loss of life are payable to You. The first individual named on the application form is the beneficiary for all other insureds. All or a portion of all other benefits provided by this Polo icy may, at the option if the Company, be paid directly to the provider of the services(s). All benefits not paid to the provider will be paid to You. Other than for loss of life, if any benefit is payable to either another Insured or Your beneficiary who is a minor or otherwise not able to give a valid release or Your estate, the Company may pay up to \$1,000 to Your beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company from obligations under this Policy to the extent of such payment.

**Payment of Claims**: All benefits are payable to You, if alive. Otherwise benefits are payable to Your estate.

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

**Legal Actions:** No legal action for a claim can be brought against us until sixty (60) days after we receive proof of loss. No legal action for a claim can be brought against us more than three (3) years after the time required for giving proof of loss. This three (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 intentionally concealed or misrepresented.

**Other Insurance with the Company:** An Insured may be covered under only one travel policy with the Company for each Trip. If an Insured is covered under more than one such policy, he or she 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.

**Clerical Error:** Clerical error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void an Insured's coverage if it is otherwise validly in force; nor will it continue an Insured's coverage if it is otherwise validly terminated under the terms of this Policy.

**Conformity with State Statutes:** The provisions of this Policy must conform with the laws of the state in which the Policy is issued. If any do not, they are hereby amended to conform.

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

# SECTION 3. COMPREHENSIVE PROTECTION PLAN & POST DEPARTURE PROTECTION PLAN

#### **EVIDENCE OF BENEFITS**

The following Benefits are provided under Your Policy as shown in Your Schedule of Benefits. Each Benefit is to all policy provisions not in conflict with the provisions of the particular Benefit provided.

#### 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

#### PART A BENEFITS

When an Insured sustains covered injuries resulting in any of the following losses within 181 days from the date of the Accident, benefits will be paid as follows:

Loss of Life	100% of Principal Sum
Loss of Both Feet, Both Hands or	
Both Eyes	100% of Principal Sum
Loss of One Hand and One Foot	100% of Principal Sum
Loss of One Hand and One Eye or	
One Foot and One Eye	100% of Principal Sum
Loss of One Hand, One Foot or	
One Eye	50% of Principal Sum

The Principal Sum is shown in the Schedule of Benefits.

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 TP-401-WA largest applicable) will be paid for Injuries resulting from one Accident.

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

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

#### PART B EXPOSURE AND DISAPPEARANCE

If, while insured under this Benefit, an Insured is unavoidably exposed to the elements because of a covered Accident and suffers a loss for which benefits are payable under this Benefit, such loss will be covered.

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

### ACCIDENT MEDICAL EXPENSE

The Maximum Benefit Amount under this Benefit for each Insured covered under the Policy is shown in the Schedule of Benefits.

# PART A DEFINITIONS

"Eligible 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:

- i) the services of a Legally Qualified Physician;
- 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 Trip, if recommended as a substitute for a hospital room for recovery of an Injury);
- iii) transportation furnished by a professional ambulance company to and/or from a Hospital; and
- iv) prescribed drugs, prosthetics and therapeutic services and supplies.

#### BENEFITS

PART B

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs an Eligible Expense as a result of an accidental Injury that occurs during the Trip. An Insured must receive initial Medical Treatment for the Injury within 30 days after the date of the Accident that caused the Injury. All services, supplies or treatment must be received within the 52 weeks following the date of the Accident.

Benefits will include expenses for emergency dental treatment not to exceed \$500.

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

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

### SICKNESS MEDICAL EXPENSE

The Maximum Benefit Amount under this Benefit for each Insured covered under the Policy is shown in the Schedule of Benefits.

#### PART A DEFINITIONS

"Eligible 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:

- i) the services of a Legally Qualified Physician;
- ii) 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 Trip, if recommended as a substitute for a hospital room for recovery of a Sickness);
- iii) transportation furnished by a professional ambulance company to and/or from a Hospital; and
- iv) prescribed drugs, prosthetics and therapeutic services and supplies.

### BENEFITS

PART B

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs an Eligible Expense as a result of Sickness that manifests itself during the Trip. An Insured must receive initial Medical Treatment for the Sickness within 30 days of onset of the Sickness. All services, supplies or treatment must be received within the 52 weeks following the onset of the Sickness.

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

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

# TRIP CANCELLATION

# (DOES NOT APPLY TO POST-DEPARTURE PLAN)

The Maximum Benefit Amount is shown in Your Schedule of Benefits.

# BENEFITS

Benefits will be paid up to the Maximum Benefit Amount, to cover an Insured for the unused, non-refundable and prepaid expenses for Travel Arrangements when an Insured is prevented from taking his or her Trip due to:

- a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Your Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing the Insured's continued participation in the Trip;
- b) Unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 12 consecutive hours;
- a) Weather that causes complete cessation of services of the Insured's Common Carrier for at least 12 consecutive hours;
- d) Employer termination or layoff affecting You or a person(s) sharing the same room during Your Trip. Employment must have been with the same employer for at least three (3) consecutive years;
- e) Your Primary Residence or that of Your Traveling Companion is rendered uninhabitable by unforeseen circumstances;
- f) Burglary of You or Your Traveling Companion's primary residence within 10 days of departure of the Trip;
- g) Felonious Assault of the Insured or a Traveling Companion within 10 days of departure or during the Trip;
- Bankruptcy or Default of an airline, cruise line, or tour operator (other than the travel agency from whom You purchased the travel arrangements) which stops service more than fourteen (14) days following the Effective Date.
- Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that an Insured should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date;

- j) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
- k) The Insured or Traveling Companion is called to emergency military duty for a national disaster other than war;
- Traffic accident, substantiated by a police report, directly involving either the Insured or Traveling Companion while en route to a scheduled point of departure;
- m) If the Travel Supplier cancels Your Trip, You are eligible for the benefit amount shown in the Schedule of Benefits for the reissue fee charged by the airline for each of the Insureds' tickets. You must have protected the entire cost of their Trips, including the airfare.

Provided such circumstances occurred after Your Effective Date.

#### **Single Supplement**

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a Traveling Companion has his or 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.

### TRIP INTERRUPTION

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

# BENEFITS

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the additional cost for oneway Economy Transportation for the Insured to return to their original destination or rejoin their Trip less the value of the original unused return travel ticket when an Insured is prevented from completing his or her Trip due to:

 a) Sickness, Injury or death involving You or Your Traveling Companion or You or Your Traveling Companion's Business Partner or Your Family Member which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing the Insured's continued participation in the Trip;

- b) Unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 12 consecutive hours;
- c) Weather that causes complete cessation of services of the Insured's Common Carrier for at least 12 consecutive hours;
- d) Employer termination or layoff affecting You or a person(s) sharing the same room during Your Trip. Employment must have been with the same employer for at least three (3) consecutive years;
- e) Your Primary Residence or that of Your Traveling Companion is rendered uninhabitable by unforeseen circumstances;
- f) Burglary of You or Your Traveling Companion's primary residence within 10 days of departure of the Trip;
- g) Felonious Assault of an Insured or a Traveling Companion within 10 days of departure or during the Trip;
- Bankruptcy or Default of an airline, cruise line, or tour operator (other than the travel agency from whom You purchased the travel arrangements) which stops service more than fourteen (14) days following the Effective Date.
- Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that an Insured should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date;
- j) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
- k) The Insured or Traveling Companion is called to emergency military duty for a national disaster other than war;
- Traffic accident, substantiated by a police report, directly involving either the Insured or Traveling Companion while en route to a scheduled point of departure;
- m) If the Travel Supplier cancels Your Trip, You are eligible for the benefit amount shown in the Schedule of Benefits for the reissue fee charged by the airline for each of the Insureds' tickets. You must have protected the entire cost of their Trips, including the airfare.

Provided such circumstances occurred after Your Effective Date.

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

# BAGGAGE AND PERSONAL EFFECTS

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

# PART A DEFINITIONS

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

- a) animals;
- b) automobiles and automobile equipment;
- c) boats or other vehicles or conveyances;
- d) trailers;
- e) motors;
- f) aircraft;
- g) bicycles, except when checked as baggage with a Common Carrier;
- h) household effects and furnishings;
- i) antiques and collector's items;
- j) sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
- k) prosthetic limbs;
- prescribed medications;
- keys, money, credit cards, tickets, documents or securities, (except as coverage is otherwise specified under the Policy), stamps;
- n) professional or occupational equipment or property, whether or not electronic business equipment; or
- o) telephones, computer hardware or software.

### PART B BENEFITS

For Baggage and Personal Effects: Coverage will be provided to an Insured: (a) against all risks of permanent loss, theft or damage to baggage and personal effects; (b) subject to all Exclusions and Limitations in the Policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force. The Company will pay the lesser of the following amounts up to the Per Article Maximum shown in the Schedule of Benefits:

- i) the actual cash value at the time of loss, theft or damage; or
- ii) the cost to repair or replace the article with material of a like kind and quality.

The Company will pay the Combined Maximum shown in the Schedule of Benefits for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

The Company will pay the amount shown in the Schedule of Benefit for the cost of replacing a passport or visa.

The Company will pay the amount shown in the Schedule of Benefit for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that the Insured has complied with all conditions of the credit card company.

**For Baggage Delay:** If, while on a Trip, an Insured's checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from his or her time of arrival at a destination other than Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. An Insured 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.

# PART C CONDITIONS

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 covered under any other insurance.

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

# PART D. ADDITIONAL LIMITATIONS AND EXCLUSIONS SPECIFIC TO BAGGAGE AND PERSONAL EFFECTS

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

a) breakage of brittle or fragile articles:

- b) wear and tear or gradual deterioration:
- c) confiscation or appropriation by order of any government or custom's rule:
- d) theft or pilferage while left in any unlocked vehicle:
- e) property illegally acquired, kept, stored or transported:
- f) an Insured's negligent acts or omissions: or
- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

# PART E. ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO BAGGAGE

Your Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and You must:

- a) take all reasonable steps to protect, save or recover the property:
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of an Insured's 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.

**No Benefit to Bailee:** This insurance shall not benefit any Common Carrier or bailee.

### **CANCEL FOR ANY REASON BENEFIT – OPTIONAL**

**Optional Coverage:** Applicable only when purchased at the time of original plan purchase and if the appropriate additional premium has been paid.

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

 Your payment for this plan is received within 24 hours of the date Your initial Payment or Deposit for Your Trip is received; and b) You cancel Your Trip 48 hours or more before Your Scheduled Departure Date.

# GENERAL LIMITATIONS AND EXCLUSIONS FOR ALL BENEFITS

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

- 1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
- 2. resulting from an act of declared or undeclared war;
- 3. while participating in maneuvers or training exercises of an armed service;
- 4. while riding, driving or participating in races, or speed or endurance contests;
- while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 6. while participating as a member of a team in an organized sporting competition;
- 7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
- 8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
- received as a result or consequence of being intoxicated, as specifically defined in the Policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician (except for Accidental Death and Dismemberment, Accident Medical, and Sickness Medical benefits;
- 10. for Accidental Death and Dismemberment, Accident Medical, and Sickness Medical benefits; due to alcoholism and drug addiction;
- to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 12. due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
- 13. for dental treatment (except as coverage is otherwise specifically provided herein);
- due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: coverage purchased within 24 hours from the time the initial Covered Trip deposit is paid;

- 15. for mental or nervous disorders, unless hospitalized; or
- 16. loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless or any other cause or event contributing concurrently or in any other sequence thereto (except for Accidental Death and Dismemberment, Accident Medical, and Sickness Medical benefits.

ADDITIONAL LIMITATION SPECIFIC TO TRIP **CANCELLATION:** All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges which would not have been incurred had an Insured notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

**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.

**No Benefit to Bailee:** This insurance shall not benefit any Common Carrier or bailee.

#### **DEFINITIONS FOR ALL BENEFITS**

"Accident" means a sudden, unexpected, or unintended event that occurs while this Policy is in force and causes Injury. "Additional Transportation Cost" means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket. "Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq. "Business Partner" means an individual who is: (a) involved in a legal general partnership with You; or (b) is actively involved in the day-to-day management of Your business.

"Common Carrier" means any public land, air or water conveyance operating under a valid license providing for the transportation of passengers for hire.

"Confirmation of Benefits" means the coverage confirmation provided to You following application and payment of the applicable premium.

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

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Trip, reduced by the value of an unused return travel ticket.

"Family Member" means any of the following who resides in the United States, Canada or Mexico: You 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.

"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 after the Effective Date and prior to the Insured's scheduled return date; and (b) resulting in loss independently of sickness and all other causes and certified by a Legally Qualified Physician.

"Insured" means the Principal Insured and his or her Family Members, Business Partner, or Traveling Companion who are covered under the Principal Insured's Policy. "Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where an Insured is located at the time of an incident.

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

"Maximum Benefit Amount" means the maximum amount payable for each coverage described herein and as shown in the Schedule 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 an Insured's 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 ensures of You, or Your Traveling Companion, or Your and/or Your Traveling Companion's Family Member or Your Business Partner scheduled or booked to travel with You which within the sixty (60) day period prior to the effective date of the Insured's coverage under this Policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.

"Principal Insured" means the individual named on the application who has purchased a Trip and who has paid the required cost for the Policy. You and Yours refer to the Principal Insured.

"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 first manifested, diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while the Insured is covered under this 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.

"Third Party" means a person or entity other than an Insured or the Company.

"Transportation Expense" means: (a) the cost of conveyance of an Insured and any medical personnel (if Medically Necessary): and (b) Medically Necessary services or supplies.

"Travel Arrangements" means:

(a) transportation:

(b) accommodations: and

(c) other specified services arranged by the Travel Supplier for the Trip.

"Traveling Companion" means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the trip.

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

"Trip" means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date; (c) a scheduled trip of 90 days or less for which coverage is requested and the premium is paid.

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



# **PRIVACY NOTICE**

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "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 including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. 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. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take 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 providers, insurance support organizations, 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?

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. 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?

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;
- Reinsurance companies; and
- Similar service providers.

Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public

personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

# **About Our Websites**

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

# Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.

# How to contact us

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at: Crum & Forster Legal Department

305 Madison Avenue Morristown, NJ 07960 privacyinformation@cfins.com

# **Changes to this Privacy Notice**

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

# For California Residents Only:

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

*The right* to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

- The right to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.
- **The right** to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to http://www.cfins.com/request-to-know-california-residents/ or call 1.844.254.5754
- If you would like to make a Request to Delete, http://www.cfins.com/request-to-delete-california-residents/ or call 1.844.254.5754
- Fill out and send back to us the Request to Know / Request to Delete form to:

Crum & Forster Legal Department PO Box 1973 305 Madison Avenue Morristown, NJ 07962 privacyinformation@cfins.com

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at <a href="http://www.cfins.com/terms/">http://www.cfins.com/terms/</a>.

January 2020

# TRAVEL ASSISTANCE

Travel assistance services are provided by AXA Assistance USA, Inc., an independent organization, and not by United States Fire Insurance Company.

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

Services offered by AXA Assistance USA, Inc. include: · General Travel Information · Emergency cash advance\* · Urgent Message Relay · Passport / visa information · Bail bond\* · Lost Baggage and Lost Article Assistance · Inoculation Information

To request assistance from AXA Assistance USA, Inc.:

CALL TOLL FREE: 1-888-647-5728 (within the United States and Canada)

OR CALL COLLECT: 1-312-341-2870 (from all other locations)

Due to U.S. or other applicable trade or economic sanctions, laws, regulations and/or other reasons, AXA Assistance USA does not provide services in the following countries or regions: Afghanistan, Burundi, Central African Republic, Chad, Congo, Cuba, Eritrea, Guinea, Iran, Iraq, Lebanon, Liberia, Libya, Mali, Niger, North Korea, Pakistan, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Venezuela and Yemen, Crimea & Sevastopol. Accordingly, no assistance will be provided, including, but not limited to, the payment of any claims, in connection with travel to these countries. Should new sanctions be imposed that prohibit AXA Assistance USA from covering travel to any additional countries, travel to such countries shall be excluded from this coverage. For additional information about OFAC sanctions programs please visit: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information.

#### \*Payment reimbursement to the Travel Assistance Services Provider is Your responsibility.

There may be times, when circumstances beyond the Travel Assistance Services Provider's control, hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation, unless prohibited by law.

# Please Note: Travel Assistance Services are not insurance