

Freely.

Freely Travel Insurance Plan

PLAN ID: ZF-0323

PLAN VERSION DATE: 03.23.

Policy underwritten by
Zurich American Insurance Company





Contact information and important notes.

Questions prior to your trip departure?

Chat us in the Freely app

freely-customer@covermore.us

Need to call us? 844.246.8480

8:00am – 7:00pm CT, M -F

Reference Plan Number ZF-0323

Need assistance while traveling?

Zurich Travel Assist

833.515.3316 (within USA & Canada)

416.479.8006 (outside USA & Canada)

assistance@zurichtravelassist.com

24 Hours a Day, 7 Days a Week

Experienced a loss and need to file a claim?

Zurich Travel Claims Administration

File a Claim through the Freely app

833.515.3316

8:30am – 8:00pm ET, M-F

support@zurichtravelclaims.com

Important notes

Who is Eligible: A person who has arranged to take a trip and pays the required plan cost and has a primary residence in the United States of America.

Freely Boosts may have been purchased; please refer to your Confirmation of Coverage for verification.



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Declarations Page: Individual Travel Insurance

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT-5551381

Freely Travel Insurance Plan ZF-0323

- Item: 1. Insured: Refer to Confirmation of Coverage
- Item: 2. Additional Travelers Covered or Family Members:
Refer to Confirmation of Coverage
- Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage
All Other Benefits: Refer to Confirmation of Coverage
- Item: 4. Trip Departure Date: Refer to Confirmation of Coverage
- Item: 5. Trip Return Date: Refer to Confirmation of Coverage
- Item: 6. Trip Cost: Refer to Confirmation of Coverage

Signed for by Zurich American Insurance Company:

A handwritten signature in black ink, appearing to read 'Kristof Terry'.

Kristof Terry, President

March 15, 2023

Date

Individual Travel Insurance Policy

Freely Insurance Plan ZF-0323



ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

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

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

TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'Tom W'.

President

A handwritten signature in black ink, appearing to be 'Laura J. Ranczyk'.

Corporate Secretary

PLEASE READ THIS DOCUMENT CAREFULLY

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SECTION I – SCHEDULE OF BENEFITS

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

Benefits	Maximum Covered Amount per Insured / Deductible per Insured
A. Travel Inconvenience Plan	
1. Pre-Departure Trip Cancellation Benefit (Optional Trip Extra) Per Person Occupancy Benefit	Up to 100% of Trip Cost to a maximum of \$20,000 Up to 100% of Trip Cost to a maximum of \$20,000
2. Post-Departure Trip Interruption Benefit Travel Companion Hospitalization Benefit Per Person Occupancy Benefit	Up to 150% of Trip Cost to a maximum of \$30,000 \$250 Up to 150% of Trip Cost to a maximum of \$30,000
3. Travel Delay Benefit (Optional Trip Extra) Internet Usage Fee Benefit Movie Rental Benefit	\$2,000 (subject to \$250 per day) \$25 \$25
4. Baggage and Personal Effects Benefit Per Item Limit Baggage and Personal Effects Benefit (Optional Trip Extra) Per Item Limit Electronic and Professional Equipment Benefit (Optional Trip Extra) Sporting Equipment Rental Benefit (Optional Trip Extra)	\$2,500 \$500 per item \$5,000 \$1,500 per item \$2,000 \$2,000
5. Baggage Delay Benefit Baggage Delay Benefit (If Optional Trip Extra Purchased)	\$250 \$350
6. Missed Connections for Air and Cruises Only Benefit (Optional Trip Extra)	\$750
7. Rental Car Damage Benefit (Optional Trip Boost) Deductible	\$50,000 \$100 per Covered Trip
B. Emergency Evacuation And Repatriation Plan	
1. Emergency Evacuation and Repatriation Benefit	\$1,000,000
C. Emergency Medical Expense Plan	
1. Emergency Medical Expense Benefit Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit	\$500,000 \$15,000

2. Emergency Dental Expense Benefit	\$1,000
D. Accident Plan	
1. Accidental Death Benefit	\$50,000
2. Accidental Dismemberment Benefit	\$50,000

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

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

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

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

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

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

Termination will not negate a claim already pending.

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

1. the **Insured's** entire **Covered Trip** is covered by this **Policy**; and
2. the **Insured's** return is delayed due to **Other Covered Events**.

This extension of coverage will terminate the earlier of:

- a. the date the **Insured** reaches his/her originally scheduled return **Destination**; or
- b. seven days after the **Scheduled Date of Return**.

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

Termination will not negate a claim already pending.

SECTION III – BENEFITS

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

A. TRAVEL INCONVENIENCE PLAN

1. PRE-DEPARTURE TRIP CANCELLATION BENEFIT

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

We will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, if the **Insured** is prevented from taking his/her **Covered Trip** due to the **Insured's**, the **Insured's Family Member's**, **Traveling Companion's** or **Business Partner's Sickness, Covered Injury**, or death; for: (i) the amount of **Payments and Deposits** that the **Insured** paid for his/her **Covered Trip** (reimbursement of **Payments and Deposits** is limited to the published cancellation penalties that the **Insured** was subject to at the time of the cancellation of a **Covered Trip**).

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

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

If the **Insured** fails to notify the appropriate **Travel Supplier(s)** of his/her cancellation within 72 hours of becoming aware of the need to cancel, **We** will pay only the cancellation penalties that the **Insured** was subject to 72 hours after becoming aware of the need to cancel. If the **Insured** is medically unable to notify the appropriate **Travel Supplier** within 72 hours, he/she must notify them as soon as medically possible.

Additional Pre-Departure Trip Cancellation Benefits:

The following benefit is not in addition to, and included within, the Pre-Departure Trip Cancellation Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Per Person Occupancy Benefit

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

2. POST-DEPARTURE TRIP INTERRUPTION BENEFIT

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

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

- a. the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured's**, the **Insured's Family Member's**, **Traveling Companion's** or **Business Partner's Sickness**, **Covered Injury**, or death; or
- b. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, the **Insured's Family Member**, **Traveling Companion** or **Business Partner**.

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

We will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, due to the **Insured's**, the **Insured's Family Member's**, **Traveling Companion's** or **Business Partner's Sickness**, **Covered Injury**, or death; less any refund paid or payable, for unused travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**), or the unused portion of the amount of **Payments** and **Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

- (1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or
- (2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

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

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

Additional Post-Departure Trip Interruption Benefits:

The following benefit is not in addition to, and included within, the Post-Departure Trip Interruption Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Per Person Occupancy Benefit

We will reimburse the **Insured** a Per Person Occupancy Benefit, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid travel arrangements if a **Traveling Companion's Covered Trip** is interrupted and the **Insured's Covered Trip** is continued, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

Additional Post-Departure Trip Interruption Benefits:

The following benefit is in addition to, and not included within, the Post-Departure Trip Interruption Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Travel Companion Hospitalization Benefit

We will reimburse the **Insured** a Travel Companion Hospitalization Benefit, for the cost incurred for **Accommodations** and transportation expenses, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for five additional days, when (i) the **Insured's Traveling Companion** is **Hospitalized**, or **Covered Injury** or **Sickness** to the **Insured** not requiring **Hospitalization** prevents the **Insured** from continuing travel; and (ii) the **Insured** must extend his/her **Covered Trip** with additional hotel nights due to medically imposed restriction by a **Physician**.

3. TRAVEL DELAY BENEFIT

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

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

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

- a. **Common Carrier** delay;
- b. loss or theft of the **Insured's** passport(s), travel documents or money;
- c. **Quarantine**;
- d. hijacking;
- e. **Natural Disaster**;
- f. **Adverse Weather Conditions**;
- g. a documented traffic accident while the **Insured** is en route to his/her departure;
- h. unannounced **Strike**;
- i. a civil disorder;
- j. **Covered Injury** or **Sickness** of the **Insured**, or the **Insured's Family Member**, or **Traveling Companion**;
- k. death of the **Insured**, or the **Insured's Family Member** traveling with the **Insured**, or **Traveling Companion**;

Additional Travel Delay Benefits:

The following benefits are not in addition to, and included within, the Travel Delay Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Internet Usage Fee Benefit

If the **Insured's Covered Trip** is delayed for five hours or more due to a **Covered Loss**, **We** will reimburse the **Insured** an Internet Usage Fee Benefit, for expenses incurred that are directly related to internet usage fees during the time the **Insured** is experiencing a **Common Carrier** delay, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. Receipts for the expenses incurred must be submitted for reimbursement.

Movie Rental Benefit

If the **Insured** is delayed en route to or from his/her **Covered Trip** due to a **Covered Loss**, **We** will reimburse the **Insured** a Movie Rental Benefit, for one movie rental if delay results in an overnight stay, other than at the **Insured's Home**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. This does not include movie rentals that are rated "X" or above by the Classification and Rating Administration (CARA).

4. BAGGAGE AND PERSONAL EFFECTS BENEFIT

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

We will reimburse the **Insured** for a Baggage and Personal Effects Benefit, for direct loss, theft, damage or destruction of his/her **Baggage, Personal Effects**, passports or visas during the **Insured's Covered Trip**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, provided the **Insured** takes all reasonable measures to preserve, protect or recover the **Baggage**. **We** will also pay for loss due to unauthorized use of the **Insured's** credit cards that are not forgiven or otherwise waived by the applicable credit card companies, if the **Insured** has complied with all of the credit card conditions imposed by the credit card companies. This coverage is primary to other forms of insurance or indemnity. The maximum amount **We** will reimburse for any one item is limited to the Per Item Limit shown in the **Schedule**.

Additional Baggage and Personal Effects Benefits:

The following benefits are in addition to, and not included within, the Baggage and Personal Effects Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Electronic and Professional Equipment Benefit

We will reimburse the **Insured** for an Electronic and Professional Equipment Benefit, for loss, theft, or damage to his/her laptop, cell phone or other professional equipment, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, provided that he/she has taken reasonable measures to protect, save, and recover his/her property at all times. The laptop, cell phone, or other professional equipment must accompany the **Insured** during the **Covered Trip**.

Sporting Equipment Rental Benefit

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

Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value** or replacement cost basis, whichever is less. For items without receipts, payment of loss will be calculated based upon 100% of the **Actual Cash Value** or 100% of the replacement cost at the time of loss, whichever is less. At **Our** option, **We** may elect to repair or replace the **Insured's Baggage**.

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

Items over \$500 must be accompanied by original receipts. **We** will pay the lesser of:

- a. the cash value (original cash value less depreciation) as determined by **Us**; or,
- b. the cost of replacement.

Items Subject to Special Limitations

We will not pay more than \$500 [\$1,500 Optional Trip Upgrade] (or the Baggage and Personal Effects Benefit limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. For purposes of this Special Limitation of this Benefit, the loss of such items will be considered a one total combined loss and not separate losses for each separate item such that a single Special Limitation Maximum Covered Amount per **Insured** will apply to the total loss of such items. This Items Subject to Special Limitations paragraph does not apply to Electronic and Professional Equipment or Sporting Equipment Rental Benefit.

Continuation of Coverage

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

The Insured's Duties in the Event of a Loss

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

In case of loss, theft, or damage to the **Insured's** laptop, cell phone or other professional equipment, the **Insured** must report the incident to the airline, airport, local police or other such local authorities and obtain their written report of his/her loss.

In case of loss, theft or damage to the **Insured's** sporting equipment, receipts for the expenses incurred must be submitted for reimbursement, along with written proof that the **Insured's** sporting equipment was lost, stolen or damaged.

5. BAGGAGE DELAY BENEFIT

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

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

6. MISSED CONNECTIONS FOR AIR AND CRUISES ONLY BENEFIT

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

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

The **Common Carrier** must certify the delay of the regularly scheduled airline flight.

7. RENTAL CAR DAMAGE BENEFIT

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

If the **Insured** rents a private passenger car that is not an **Exotic Vehicle** and is not a vehicle with an original manufacturer's suggested retail price greater than \$75,000 while on his/her **Covered Trip**, and that car is damaged due to accidental collision, theft, vandalism, windstorm, fire, hail, flood, any cause not in the **Insured's** control while in the **Insured's** possession, or that car is stolen while in the **Insured's** possession and not recovered, **We** will pay on the **Insured's** behalf or reimburse the **Insured** a Rental Car Damage Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, in excess of the **Deductible**, for the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired in excess of the **Deductible**; or
- b. the **Actual Cash Value** of the car, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

Coverage is provided to the **Insured**, as long as he/she is a licensed driver, is listed on the rental agreement, and is legally and financially responsible for the damages. This coverage is primary to other forms of insurance or indemnity.

The Insured's duties in the event of rental car damage:

The **Insured** must:

- (1) take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- (2) report the loss to the appropriate local authorities and the rental company as soon as possible;
- (3) obtain all information on any other party involved in an accident, such as name, address, insurance information, and driver's license number; and
- (4) provide **Us** with all documentation such as rental agreement, police report, and damage estimate.

B. EMERGENCY EVACUATION AND REPATRIATION PLAN

1. EMERGENCY EVACUATION AND REPATRIATION BENEFIT

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

We will pay the **Insured** an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Sickness** that first manifests itself or a **Covered Injury** that occurs while on a **Covered Trip**; (iii) the **Insured** must first receive treatment during his/her **Covered Trip**.

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

- a. expenses incurred by the **Insured** for **Physician**-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable **Hospital** of the **Insured's** choice, if the onsite attending **Physician** certifies that the **Insured** is medically able to travel when the **Insured** is critically **Sick** or **Injured** and no suitable local care is available, subject to **Our** or the **Assistance Provider's** prior approval;
- b. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a **Hospital** or to the **Insured's Home** when deemed medically necessary by the attending **Physician**, subject to **Our** or the **Assistance Provider's** prior approval;
- c. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of **Hospitalization** for one person chosen by the **Insured**, provided that the **Insured** is traveling alone and is **Hospitalized** for more than 3 days;
- d. expenses for transportation not to exceed the cost of one-way economy class air fare to the **Insured's Home**, including escort expenses, if the **Insured** is 17 years of age or younger and left unattended due to the death or **Hospitalization** of an accompanying adult(s), subject to **Our** or the **Assistance Provider's** prior approval;
- e. expenses for one-way economy class air fare (or **We** will match the class of the original tickets) to the **Insured's Home**, from a medical facility to which the **Insured** was previously evacuated, less any refund paid or payable from the **Insured's** unused transportation tickets, if these expenses are not covered elsewhere in this **Policy**;
- f. repatriation expenses for preparation and air transportation of the **Insured's** remains to his/her **Home**, or up to an equivalent amount for a local burial in the country where death occurred, if the **Insured** dies while outside the United States of America. Covered Expenses under this benefit include the reasonable and customary expenses for: (i) embalming; (ii) cremation; (iii) the most economical coffins or receptacles adequate for transportation of the remains; and (iv) transportation of the remains, by the most direct and economical conveyance and route possible. The **Assistance Provider** must make all arrangements and authorize all expenses in advance for this benefit to be payable.
- g. expenses incurred for Companion Escort Services if an **Insured** is traveling with a **Traveling Companion** while on a **Covered Trip**, and due to **Sickness** or **Covered Injury** the **Insured** qualifies for medical evacuation transportation or services. **We** or **Our Assistance Provider** will arrange for and cover the cost for the **Traveling Companion** to join the **Insured** during the **Insured's** transport. **We** or **Our Assistance Provider** must pre-authorize such costs for this Companion Escort Service benefit to be payable. Based on all the circumstances, for the limited purpose of determining **Our**

liability, **We** or **Our Assistance Provider** will determine the appropriateness of the companion joining the **Insured** during the **Insured's** transport.

C. EMERGENCY MEDICAL EXPENSE PLAN

1. EMERGENCY MEDICAL EXPENSE BENEFIT

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

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

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

- (1) expenses for the following **Physician**-ordered medical services: services of legally qualified **Physicians** and graduate nurses, charges for **Hospital** confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services incurred by the **Insured**, that occurred during a **Covered Trip**; and
- (2) expenses for a **Hospital Admission Guarantee Charge** or a **Medical Expense Guarantee Charge** if while traveling outside of the **Insured's** country of **Primary Residence** on a **Covered Trip**, the **Insured** suffers a medical emergency. **We** or **Our Assistance Provider** will pay on the **Insured's** behalf or reimburse up to the Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for actual expenses incurred for guarantee of payment to the **Hospital** or the medical provider.

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

- (i) The **Insured** must provide **Us** with all bills and reports for medical expenses claimed.
- (ii) The **Insured** must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance.
- (iii) The **Insured** must sign a patient authorization to release any information required by **Us** to investigate his/her claim.

2. EMERGENCY DENTAL EXPENSE BENEFIT

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

We will pay the **Insured** an Emergency Dental Expense Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for the following Covered Expenses incurred by the **Insured**, subject to the following: (i) Covered Expenses will only be payable at the **Usual and Customary** level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Covered Injury** that occurs

while on a **Covered Trip**; and (iii) the **Insured** must first receive treatment during his/her **Covered Trip** by a **Dentist**.

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

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

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

- (1) The **Insured** must provide **Us** with all bills and reports for dental expenses claimed.
- (2) The **Insured** must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance.
- (3) The **Insured** must sign a patient authorization to release any information required by **Us** to investigate his/her claim.

D. ACCIDENT PLAN

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

1. ACCIDENTAL DEATH BENEFIT

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

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

2. ACCIDENTAL DISMEMBERMENT BENEFIT

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

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

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

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

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

A reduced benefit will be payable equal to 50% of the applicable Accidental Dismemberment Benefit for dismemberment where the dismembered body part is surgically reattached, provided all other provisions of this **Policy** are met. The balance of the applicable Accidental Dismemberment Benefit for such dismemberment will be paid if, after 365 days, the reattachment has failed to the extent that **Covered Loss of Use** then exists, provided all other provisions of this **Policy** are met.

Definitions:

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

Covered Loss means:

- a. for a foot or hand, actual severance through or above the ankle proximal to the knee or actual severance through or above a wrist joint proximal to the elbow;
- b. for thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits proximal to the wrist;
- c. total and permanent loss of sight;
- d. total and permanent loss of speech; or
- e. total and permanent loss of hearing.

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

SECTION IV – GENERAL DEFINITIONS

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

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

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

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

Administrator means Cover-More, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

Covered Trip:

a. means:

- (i) a period of round-trip travel away from **Home** to a **Destination** at least 100 miles from the **Insured's Primary Residence**; the purpose of the trip is business or pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an **Insured** applies; the trip does not exceed 180 days, or
- (ii) a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when coverage is elected; and the trip does not exceed 180 days.

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

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

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

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

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

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

Exotic Vehicle means antique vehicles that are over 20 years old or vehicles that have not been manufactured for 10 or more years.

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

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

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

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

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

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

Hospital means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

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

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

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

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

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

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

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

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

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

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

Limb means an arm or a leg.

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

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

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

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

- (i) is outside of the **Insured's** control and outside of the control of the **Insured's Family Member** traveling with the **Insured, Traveling Companion, or Business Partner**;
- (ii) prevents the **Insured** or the **Insured's Family Member** traveling with the **Insured, Traveling Companion, or Business Partner** from traveling on or continuing his/her **Covered Trip**; and
- (iii) occurs while coverage is in effect under this **Policy**,

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

- a. **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:
 - (1) the scheduled carrier connecting times must meet airline legal minimum connect times;
 - (2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and

- (3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 48 consecutive hours;
- b. arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:
 - (1) the scheduled carrier connecting times must meet airline legal minimum connect times;
 - (2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and
 - (3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 48 consecutive hours;
- c. arrangements canceled by an airline, cruise line, rental car company, hotel, condominium, or motor coach company resulting from **Financial Insolvency** provided that:
 - (1) the **Insured's** premium for this coverage was received within 21 days of the initial deposit/payment; and
 - (2) the **Financial Insolvency** occurs more than 14 days following the **Insured's** effective date for Pre-Departure Trip Cancellation Benefit;
- d. being directly involved in a documented traffic accident while en route to the **Insured's Destination**;
- e. being hijacked, kidnapped or **Quarantined**;
- f. being required to serve on a jury or required by a court order to appear as a witness in a legal action, provided the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** or **Business Partner** is not: (i) a plaintiff or defendant in the legal action, or (ii) appearing as a law enforcement officer or attorney;
- g. the **Insured's Home** is made **Uninhabitable** or **Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster;
- h. being the victim of a **Felonious Assault** or having the **Insured's Home** vandalized or burglarized within seven days of the **Scheduled Date of Departure** or during the **Insured's Covered Trip**;
- i. being called into military or law enforcement duty in aid/relief efforts in the event of a natural disaster;
- j. a **Terrorist Act** (or acts) in the **Scheduled Trip Departure City** or within 30 miles of the **Scheduled Trip Departure City** of his/her **Covered Trip** occurring on, or within 30 days prior to the **Scheduled Date of Departure**, or a **Terrorist Act** (or acts) occurring within 30 days prior to the **Insured's** arrival, or during his/her stay in a city or within 30 miles of a city, that is a scheduled **Destination** during the **Insured's Covered Trip**
- k. **Insured's Accommodation** at **Destination** made **Uninhabitable** or **Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster so as to prevent the **Insured** from reaching his/her **Destination** or continuing on his/her **Covered Trip**. To cancel or delay the arrival on the **Insured's Covered Trip**:
 - (1) the **Insured's Accommodation** must be **Uninhabitable** or **Inaccessible** on the **Scheduled Date of Departure**;
 - (2) the **Insured's Accommodation** must be **Uninhabitable** or **Inaccessible** for a minimum of 24 hours; and

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

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

- (1) the **Accommodation** must be **Uninhabitable or Inaccessible** for a minimum of 24 hours; and
- (2) the **Insured** must have seven days or 75% or less remaining on his/her **Covered Trip** at the time and date the **Accommodation** first becomes **Uninhabitable or Inaccessible**;
- l. the **Insured's**, or the **Insured's Traveling Companion's** or traveling **Family Member's** approved, written military leave is involuntarily revoked as a result of being temporarily or permanently reassigned, being called to active military reserve, or an extension of deployment beyond a defined tour of duty. All leave must be approved prior to the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Full or partial mobilization or mass reassignment of Armed Forces, invocation of the War Powers Act, base or unit mobilization is not covered;
- m. the **Insured's** involuntary termination of employment or layoff that occurs more than 14 days after the effective date of the applicable coverage under this **Policy**. The **Insured** must have been continuously employed with the same employer for one year prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors, or self-employed persons;
- n. the **Insured** is required to work during the **Covered Trip**. A notarized written statement by a company officer or the Human Resources department demonstrating revocation of previously approved time off will be required. If employed as a contractor, the **Insured** must provide proof of new contract signed or extended contract for coverage to apply. If self-employed, verification of self-employment and scheduled work-related activities will need to be provided as the time of claim. This coverage only applies if insurance was purchased within 21 days from initial trip deposit for the **Covered Trip**

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

Payments and Deposits mean the prepaid non-refundable amounts actually paid to the **Travel Supplier** for the **Insured's Covered Trip**. **Payments and Deposits** also mean forfeited, prepaid, non-refundable, non-refunded, and published airfare, **Cruise**, hotel, land and sea excursions, and rental car charges not made directly with the **Travel Supplier**, provided the appropriate **Trip Cost** has been insured and plan cost has been paid; the amount paid by the **Insured** for the **Covered Trip** that may be done by cash, check, credit card, prepaid vouchers or similar form of payment. The amount includes incurred change fees and administrative fees. **Payments and Deposits** or portions of **Payments and Deposits** satisfied by non-paid vouchers, non-paid certificates or discounts are not considered **Payments and Deposits** under this **Policy**. Payments for cultural, religious, wedding, business and trade event planning and or services are not **Payments and Deposits**.

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

Physician means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

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

Pre-Existing Condition means a sickness, disease, or other condition during the 60 day period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

- a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
- b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

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

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

Reservation means the combination of all members of a group of travelers who have booked one single travel arrangement contract with a **Travel Supplier**.

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

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

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

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

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

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

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

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

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

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

Trip Cost means the dollar amount of **Covered Trip Payments and Deposits** paid by the **Insured** prior the **Schedule Date of Departure** and shown on any required **Application**, that is subject to cancellation penalties or restrictions. **Trip**

Cost also includes the cost of any subsequent arrangement added to the **Insured's Covered Trip**, after application for coverage under this plan, provided the **Insured** amends the **Application** to add such subsequent **Payments and Deposits** and pays any required additional plan cost prior to the **Scheduled Date of Departure**.

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

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

- a. the complexity involved;
- b. the degree of professional skill required; and
- c. any other pertinent factor.

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

We, **Us**, and **Our** means Zurich American Insurance Company.

SECTION V – GENERAL EXCLUSIONS

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

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

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO). This exclusion does apply to the Emergency Evacuation and Repatriation Plan Benefit;
- b. mental, nervous, or psychological disorders. This exclusion does not apply to the Emergency Medical and Dental Expense Benefit;
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- d. **Normal Pregnancy** including **Hospitalization**, and resulting childbirth, and elective abortion;
- e. participation as a professional in athletics while on a **Covered Trip**;
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;
- g. riding or driving in any motor competition;
- h. off-road driving, whether as a driver or as a passenger;
- i. declared or undeclared war, or any act of war;
- j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;
- k. service in the armed forces of any country;

- l. nuclear reaction, radiation or radioactive contamination;
- m. operating or learning to operate any aircraft, as pilot or crew;
- n. mountain climbing (except professional escorted/guided climbs), bungee jumping, snow skiing, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports. This exclusion does not apply if the **Insured** has purchased the Adventure Activities Boost;
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes. This exclusion does not apply if the **Insured** has purchased the Adventure Activities Boost;
- p. participating in underwater activities if the depth of the water exceeds 75 feet or more or scuba diving if the depth of the water exceeds 75 feet or more. This exclusion does not apply if the **Insured** has purchased the Adventure Activities Boost;
- q. the **Insured's** commission of or attempt to commit a felony;
- r. elective medical or holistic treatment or procedures;
- s. failure of any tour operator, **Common Carrier**, or other travel supplier, person or agency to provide the bargained-for prepaid travel arrangements/services;
- t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;
- u. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this **Policy**;
- v. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

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

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment; or
- d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the effective date for Pre-Departure Trip Cancellation Benefit. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services.

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

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

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

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

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

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

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

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

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

- a. **We** will not pay for damage to or loss of the following items:
 - (1) animals;
 - (2) property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles, or if the loss results from the use thereof, sporting equipment;
 - (3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances;
 - (4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;
 - (5) documents or tickets, except for administrative fees required to reissue tickets up to \$250 per ticket;
 - (6) money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards, except as otherwise specifically included elsewhere in this **Policy**;
 - (7) property shipped as freight or shipped prior to the **Scheduled Date of Departure**; or
 - (8) contraband.
- b. **We** will not pay for loss to **Baggage** and **Personal Effects** arising from:
 - (1) defective materials or craftsmanship;
 - (2) normal wear and tear, gradual deterioration, inherent vice;
 - (3) rodents, animals, insects or vermin;
 - (4) electrical current, including electric arcing that damages or destroys electrical devices or appliances;

- (5) mysterious disappearance; or
- (6) confiscation by airport personnel.

The following additional exclusions apply to the Rental Car Damage Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
 - (1) any obligation assumed by the **Insured** under any agreement (except insurance collision deductible); rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles, vehicles used for commercial or livery use, **Exotic Vehicles**, or any vehicle with an original manufacturer's suggested retail price greater than \$75,000;
 - (2) any loss that occurs if the **Insured** is in violation of the rental agreement;
 - (3) failure to report the loss to the proper local authorities and the rental car company;
 - (4) damage to any other vehicle, structure or person as a result of a **Covered Loss**;
 - (5) hauling or vehicles used off maintained roadways; or
 - (6) any intentional act by the Insured resulting in damage to the **Insured's** rented vehicle.

SECTION VI – GENERAL LIMITATIONS

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

SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

SECTION VIII - HOW TO FILE A CLAIM

- A. **NOTICE:** The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-833-515-3316 or support@zurichtravelclaims.com. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Zurich Travel Claims Administrator
4600 Witmer Industrial Estates, ste 6
Niagara Falls, NY 14305
Telephone: 1-833-515-3316

- B. **CLAIM FORMS:** **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us**

a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.

- C. **PROOF OF COVERED LOSS:** Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.
- D. **BENEFIT SPECIFIC DETAILS:** Additional details on benefit-specific requirements are found in Section III – Benefits.

SECTION IX - PAYMENT OF CLAIMS

- A. **TIME OF PAYMENT:** **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. **WHO WE WILL PAY:**
 - 1. **LOSS OF LIFE OF AN INSURED:** **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
 - 2. **ALL OTHER CLAIMS:** Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
 - 3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

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

SECTION X - GENERAL POLICY CONDITIONS

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

- B. **CHANGE OR WAIVER:** A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. **CLERICAL ERROR:** A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. **CONFORMITY WITH STATUTE:** Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. **ENTIRE CONTRACT:** This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. **SUIT AGAINST US:** No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. **PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. **CHOICE OF SERVICE PROVIDER:** The **Insured** has the sole right to choose his/her duly licensed **Physician** and **Hospital**.
- I. **ARBITRATION:** Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- J. **MISSTATEMENT OF AGE:** If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.
- K. **SUBROGATION:** **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- L. **VALUATION:** All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.

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



Amend Emergency Evacuation and Repatriation Benefit Endorsement (Transportation Expenses)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-5551381	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy | Freely Plan ZF-0323

It is agreed that:

- I. Subparagraph c. of Paragraph B.1. in SECTION III – BENEFITS is deleted in its entirety and replaced with the following:
expenses for transportation not to exceed the cost of one round-trip economy class air fare subject to a maximum of \$1,500 to the place of **Hospitalization** for one person chosen by the **Insured** as well as lodging and meals not to exceed \$250 per day for a maximum of 10 days, provided the **Insured** is traveling alone and is **Hospitalized** for more than 3 days. Coverage is also provided immediately (to up to 15 days) following the **Insured** being a victim of a **Felonious Assault** and needs the support of a **Family Member**;

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

Amend Definition of Other Covered Event Endorsement (Hurricane)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GPT-5551381

Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy | Freely Travel Insurance Plan ZF-00323

It is agreed that:

- I. The following is added to the end of the definition of **Other Covered Event** in SECTION IV – GENERAL DEFINITIONS:

The National Oceanic and Atmospheric Administration's (NOAA), National Hurricane Center, or foreign equivalent, has issued or named a cyclone, hurricane, tropical storm or Northwest Pacific Basin typhoon warning at the **Insured's Accommodation** 120 hours prior to the **Scheduled Date of Departure**, provided the **Insured** purchased the **Covered Trip** prior to the storm being named or the warning being issued by the NOAA or a foreign equivalent or the tropical storm is named by the World Meteorological Organization.

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

Amend Exclusion n. Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT-5551381	Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy || Freely Snow Activities Boost ZF-0323

It is agreed that:

- I. Exclusion n. in SECTION V – GENERAL EXCLUSIONS is deleted in its entirety and replaced with the following:
- n. mountain climbing (except professional escorted/guided climbs), bungee jumping, snow skiing outside marked trails, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports.

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



Rental Car Damage Benefit Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GPT-5551381

Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy | Freely Optional Rental Car Damage Boost ZF-0323

It is agreed that:

- I. The Rental Car Damage Benefit in SECTION I – SCHEDULE OF BENEFITS is deleted in its entirety and replaced with the following:

Benefits	Maximum Covered Amount per Reservation / Deductible per Reservation
A. Travel Inconvenience Plan	
7. Rental Car Damage Benefit Deductible	\$50,000 \$100 per Covered Trip

- II. The first paragraph of the Rental Car Damage Benefit in SECTION III – BENEFITS is deleted in its entirety and replaced with the following:

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Rental Car Damage Benefit:

- will take effect when the **Insured** signs the rental car agreement and takes possession of the private passenger car and
- will terminate when the private passenger car is returned on, or before, the return date in the rental car agreement; or at 11:59 p.m. Standard Time on the return date in the rental car agreement, if the private passenger car is not returned as specified in the rental car agreement and the rental period has not been extended by the **Insured**.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GPT-5551381

Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy | Freely Travel Plan ZF-0323

It is agreed that:

- I. Subparagraphs a and b under the **Other Covered Event** definition in SECTION IV – GENERAL DEFINITIONS are deleted in their entirety and replaced with the following:
 - a. **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:
 - (1) the scheduled carrier connecting times must meet airline legal minimum connecttimes;
 - (2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and
 - (3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 12 consecutive hours;
 - b. arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:
 - (1) the scheduled carrier connecting times must meet airline legal minimum connecttimes;
 - (2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and
 - (3) the **Common Carrier** delay or cancellation must prevent the Insured from reaching his/her Destination for at least 12 consecutive hours;

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



Declarations Page: Individual Travel Insurance

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT-5551381

Freely Adventure Activities Boost Plan ZF-0323

- Item: 1. Insured: Refer to Confirmation of Coverage
- Item: 2. Additional Travelers Covered or Family Members: Refer to Confirmation of Coverage
- Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage for Valid Days
- Item: 4. Trip Departure Date: 12:00 AM on the Effective Coverage Date for the Adventure Activities Boost listed on Confirmation of Coverage
- Item: 5. Trip Return Date/Scheduled Date of Return: 11:59PM on the Effective Coverage Date for the Adventure Activities Boost listed on Confirmation of Coverage

Signed for by Zurich American Insurance Company:

A handwritten signature in black ink, appearing to read 'Kristof Terryn'.

Kristof Terryn, President

March 15, 2023

Date

Individual Travel Insurance Policy

Freely Adventure Activities Boost Plan ZF-0323



ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

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

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

TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'Tony M.'.

President

A handwritten signature in black ink, appearing to be 'Laura J. Ranczyk'.

Corporate Secretary

PLEASE READ THIS DOCUMENT CAREFULLY

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SECTION I – SCHEDULE OF BENEFITS

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

Benefits	Maximum Covered Amount per Insured / Deductible per Insured
A. Travel Inconvenience Plan	
1. Lost Golf Rounds Benefit	\$500
B. Emergency Evacuation And Repatriation Plan	
1. Security Evacuation Benefit	\$100,000
2. Search and Rescue Benefit	\$10,000

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. **EFFECTIVE DATE:** No coverage for an **Insured** under this **Policy** is in effect until:
- the date shown in the Declarations.
- B. **INDIVIDUAL BENEFIT EFFECTIVE DATES:** Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.
- C. **TERMINATION DATE:** An **Insured's** coverage automatically terminates on the earlier of:
- the completion date of the **Covered Trip**;
 - the **Scheduled Date of Return**;
 - the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
 - cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

SECTION III – BENEFITS

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

A. TRAVEL INCONVENIENCE PLAN

1. ITINERARY CHANGE BENEFIT

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

Additional Itinerary Change Benefits:

The following benefit is in addition to, and not included within, the Itinerary Change Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

Lost Golf Rounds Benefit

If the **Insured** is unable to **Golf** during the **Covered Trip** due to the inability to complete play on at least nine holes of an 18 hole round **Golf Course** due to severe weather conditions during the round where the club management expressly cancels or puts the **Insured's Golf** round on delay or suspension for more than three hours on the day of play, and will document same, **We** will reimburse the **Insured** a Lost Golf Rounds Benefit, on a pro-rated basis for the value of the **Insured's** non-refundable prepaid **Golf** tickets or greens fees for each day of the loss of **Golf** during the **Insured's Covered Trip**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

This Lost Golf Rounds Benefit is not intended for **Loss**, delay, or suspension of **Golfing** due to actual or tangible damage to the **Golf Course** from any reason whatsoever, regardless of cause.

This Lost Golf Round Benefit is subject to the following conditions:

- a. the **Insured** must have made a confirmed reservation, including a prepaid deposit, if required, at least 48 hours in advance of the **Insured's** tee time with the **Golf Course** management;
- b. the **Insured** must incur a cancellation charge or penalty by the **Golf Course** management if the **Insured** did not play, or lose the value of the **Insured's** greens fees if play is suspended;
- c. the **Insured** or the **Insured's** playing group must not have caused any delay by missing or initiating the **Insured** game past the reserved tee time for the round;
- d. this benefit applies only to **Golfing** that takes place during the high season for **Golf** at the **Insured's Destination**, meaning when the average temperature within 20 miles of the **Golf Course** is expected to be, and is historically measured by local forecasts, at or above 60 degrees Fahrenheit at 12:01 P.M. local time.

The maximum tee time reservations covered is five **Golf** rounds for any one **Covered Trip**. The **Insured** must provide a copy of the prepaid **Golf** receipts and reports from the **Golf Course** management stating the date, length of time, and reason for **Golf Course** closure or reason for cancellation or suspension for which the **Insured** is submitting a claim.

B. EMERGENCY EVACUATION AND REPATRIATION PLAN

1. SECURITY EVACUATION BENEFIT

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

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

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

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

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

- a. back to the **Host Country** if return is safe and permitted;
- b. to the **Insured's Home Country**; or
- c. to the **Insured's** return **Destination**.

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

Specific Waiver of Liability for Security Evacuation Benefit:

If the **Insured** requests this benefit, the **Insured** understands that **We** and any affiliated party offering this benefit, do not accept any liability from the **Security Evacuation** situation, and the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to **Us** or any **Security Evacuation** team, company, entity, and volunteer, for **Injuries**, stress, death, disablement, **Sickness**, or any claim, reason, or cause whatsoever from any **Security Evacuation** used to attempt to reach the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured**, assist the person, or respond in any way to the

Insured's, Insured's Traveling Companion's, or Family Member's traveling with the **Insured Security Evacuation**, regardless of whether the **Security Evacuation** was ever initiated, canceled, delayed, misdirected, or unable to locate, rescue, or stabilize the **Insured, Insured's Traveling Companion, or Family Member** traveling with the **Insured**. If any part of this Waiver is held invalid, it does not invalidate the other parts or any other parties' waivers.

Definitions:

For purposes of this Section III. B. 1. Security Evacuation Benefit only, the following definitions apply:

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

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

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

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

- a. expulsion from a location in which the **Insured** is traveling or being declared persona non-grata on the written authority of the recognized government of the location in which the **Insured** is traveling;
- b. political, social, or military events involving the location in which the **Insured** is traveling that result in the appropriate government authority(ies) of the **Insured's** location of **Primary Residence** or the location in which the **Insured** is traveling issuing a formal recommendation that citizens of the **Insured's** country of **Primary Residence** or the country in which the **Insured** is traveling leave the location in which the **Insured** is traveling;
- c. storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate government authority(ies) of the location in which the **Insured** is traveling and such area is deemed to be **Uninhabitable** or dangerous;
- d. confirmed (by documentation or physical evidence) attack or threat of attack against the **Insured's** health and safety by a third party; or
- e. deemed kidnapped or a **Missing Person** by local or international authorities and, when found, the **Insured's** health or safety are in question within 5 day(s) of his/her being found.

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

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

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

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

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

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

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

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

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

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

Right of Recovery of Security Evacuation Benefits

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

2. SEARCH AND RESCUE BENEFIT

This Search and Rescue Benefit is included only if the **Insured** has purchased the Adventure or Snow Pack.

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

If the **Insured**, **Insured's Traveling Companion**, or **Family Member** become lost, disoriented or missing, while on a **Covered Trip**, **We** will pay on behalf of the **Insured**, **Insured's Traveling Companion** or **Family Member** traveling with the **Insured**, a Search and Rescue Benefit, for the costs of one organized Search and Rescue by **Appropriate Authorities**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. The maximum duration for any Search and Rescue activities will not exceed six days.

We will pay a Search and Rescue Benefit if: (i) a formal report is made for the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** in need of a Search and Rescue to an agency or authority who can activate a Search and Rescue; and (ii) the agency or authority is provided with enough specific and credible details of how, when, and where the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** might be located, so that an official and organized Search and Rescue can be activated.

Specific Waiver of Liability for Search and Rescue Benefit:

If the **Insured** requests this benefit, the **Insured** understands that **We** and any affiliated party offering this benefit, do not accept any liability from the Search and Rescue situation, and the **Insured** and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to **Us** or any rescue team, company, entity, and volunteer, for **Injuries**, stress, death, disablement, **Sickness**, or any claim, reason, or cause whatsoever from any Search and Rescue used to attempt to reach the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured**, assist the person, or respond in any way to the **Insured's**, **Insured's Traveling Companion's**, or **Family Member's** traveling with the **Insured** Search and

Rescue, regardless of whether the Search and Rescue was ever initiated, canceled, delayed, misdirected, or unable to locate, rescue, or stabilize the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured**. If any part of this Waiver is held invalid, it does not invalidate the other parts or any other parties' waivers.

Search and Rescue Claims Procedures:

The person must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the **Covered Trip Destination**.

SECTION IV – GENERAL DEFINITIONS

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

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

Administrator means Cover-More, Inc.

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

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

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

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

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

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

Covered Trip:

- a. means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure**. The trip **Destination** must also be at least 100 miles from the **Insured's Primary Residence**.

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

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

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

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

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

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

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

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

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

Golf or **Golfing** means the recreation of playing golf on an officially registered **Golf Course** measuring over 4,000 yards with a par rating of at least 68 for 18 holes of play, or that might have multiple 18 hole Courses of at least 4,000 yards each, within the resort and operated by the same management, which is accessed by a prepaid use ticket for rounds, play time, and/or use or admission. However, **Golf** or **Golfing** does not include miniature, executive or par-3 courses, or **Golf** which takes place where discounted rates are in effect for "twilight," early evening, winter season, or nighttime play.

Golf Course means land which is specifically and physically maintained for use as a golf course and depicted for such on a course scorecard with distance and/or slope and handicap ratings as provided by Course management.

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

Hospital means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

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

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

- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

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

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

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

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

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

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

Physician means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

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

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

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

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

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

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

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

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

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

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

We, Us, and Our means Zurich American Insurance Company.

SECTION V – GENERAL EXCLUSIONS

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

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

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO);
- b. mental, nervous, or psychological disorders;
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- d. **Normal Pregnancy** including **Hospitalization**, and resulting childbirth, and elective abortion;
- e. participation as a professional in athletics while on a **Covered Trip**;
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;
- g. riding or driving in any motor competition;
- h. off-road driving, whether as a driver or as a passenger;
- i. declared or undeclared war, or any act of war;
- j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;
- k. service in the armed forces of any country;
- l. nuclear reaction, radiation or radioactive contamination;
- m. operating or learning to operate any aircraft, as pilot or crew;
- n. the **Insured's** commission of or attempt to commit a felony;
- o. elective medical or holistic treatment or procedures;
- p. failure of any tour operator, **Common Carrier**, or other travel supplier, person or agency to provide the bargained-for prepaid travel arrangements/services;
- q. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;
- r. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this **Policy**;

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

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

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment; or
- d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the effective date for Pre-Departure Trip Cancellation Benefit. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusions apply to the Security Evacuation Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
 - (1) the **Insured** has violated the laws or regulations of the location of his/her **Primary Residence** unless the **Designated Security Consultant** determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured** or the location in which he or she is traveling while on a **Covered Trip**;
 - (2) the **Insured** fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the location in which he or she is traveling while on a **Covered Trip**;
 - (3) the expenses incurred are solely due to the repossession of this **Policy Insured's** property by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of this **Policy Insured**;
 - (4) the expenses incurred are solely due to this **Policy Insured** failing to honor any contractual obligation, bond or specific performance condition in a license;
 - (5) the **Insured** is a citizen of the country in which he or she is traveling while on a **Covered Trip**;
 - (6) the conditions leading to the **Insured's** departure were in existence prior to the **Insured** entering the location in which he or she was traveling while on a **Covered Trip** or such conditions were reasonably foreseeable prior to the **Insured** entering the location in which he or she was traveling while on a **Covered Trip**;
 - (7) the expenses incurred are solely due to an **Event** that took place in an **Exempted Country**;
 - (8) the expenses incurred are solely due to a common or endemic disease, **Epidemic**, or **Pandemic**;
 - (9) the expenses incurred are for monies payable in the form of a ransom if a **Missing Person** case evolves into a kidnapping; or
 - (10) the expenses incurred are due to military or political issues and the **Insured's Security Evacuation** request is made more than 30 days after the **Appropriate Authority(ies) Advisory** was issued.

The following additional exclusions apply to the Search and Rescue Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
 - (1) heli-skiing;
 - (2) extreme skiing;
 - (3) fines, damages, penalties, or litigation that may be imposed against the **Insured**, or **Insured's Traveling Companion**, or **Family Member** as a result of their activities or actions.

SECTION VI – GENERAL LIMITATIONS

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

SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

SECTION VIII - HOW TO FILE A CLAIM

- A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-833-515-3316 or claims@zurichtravelassist.com. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Claims Department
Zurich American Insurance Company,
P.O. Box 968019, Schaumburg, IL 60196-8019
Telephone: 1-833-515-3316

- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.
- D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits.

SECTION IX - PAYMENT OF CLAIMS

- A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. WHO **WE** WILL PAY:
1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
 2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
 3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

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

SECTION X - GENERAL POLICY CONDITIONS

- A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. CHANGE OR WAIVER: A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.

- E. ENTIRE CONTRACT: This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. SUIT AGAINST US: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. ARBITRATION: Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- I. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.
- J. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- K. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- L. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.



Declarations Page: Individual Travel Insurance

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT-5551381

Freely Snow Activities Boost Plan ZF-0323

- Item: 1. Insured: Refer to Confirmation of Coverage
- Item: 2. Additional Travelers Covered or Family Members: Refer to Confirmation of Coverage
- Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage for Valid Days
All Other Benefits: Refer to Confirmation of Coverage for Valid Days
- Item: 4. Trip Departure Date: 12:00 AM on the Effective Coverage Date for the Snow Activities Boost listed on Confirmation of Coverage
- Item: 5. Trip Return Date/Scheduled Date of Return: 11:59PM on the Effective Coverage Date for the Snow Activities Boost listed on Confirmation of Coverage

Signed for by Zurich American Insurance Company:

A handwritten signature in black ink, appearing to read 'Kristof Terryn'.

Kristof Terryn, President]

March 15, 2023

Date

Individual Travel Insurance Policy

Freely Snow Activities Boost Plan ZF-0323



ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

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

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

TWENTY-ONE DAY RIGHT TO EXAMINE COVERAGE

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

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

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

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

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

A handwritten signature in black ink, appearing to be 'Tony M.'.

President

A handwritten signature in black ink, appearing to be 'Laura J. Ranczyk'.

Corporate Secretary

PLEASE READ THIS DOCUMENT CAREFULLY

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SECTION I – SCHEDULE OF BENEFITS

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

Benefits	Maximum Covered Amount per Insured / Deductible per Insured
A. Travel Inconvenience Plan	
B. Emergency Evacuation And Repatriation Plan	
1. Search and Rescue Benefit	\$10,000

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. EFFECTIVE DATE: No coverage for an **Insured** under this **Policy** is in effect until:
- the date shown in the Declarations.
- B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.
- C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:
- the completion date of the **Covered Trip**;
 - the **Scheduled Date of Return**;
 - the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
 - cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

SECTION III – BENEFITS

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

B. EMERGENCY EVACUATION AND REPATRIATION PLAN

1. SEARCH AND RESCUE BENEFIT

This Search and Rescue Benefit is included only if the **Insured** has purchased the Snow Activities Boost Plan.

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

If the **Insured**, **Insured's Traveling Companion**, or **Family Member** become lost, disoriented or missing, while on a **Covered Trip**, **We** will pay on behalf of the **Insured**, **Insured's Traveling Companion** or **Family Member** traveling with the **Insured**, a Search and Rescue Benefit, for the costs of one organized Search and Rescue by **Appropriate Authorities**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. The maximum duration for any Search and Rescue activities will not exceed six days.

We will pay a Search and Rescue Benefit if: (i) a formal report is made for the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** in need of a Search and Rescue to an agency or authority who can activate a Search and Rescue; and (ii) the agency or authority is provided with enough specific and credible details of how, when, and where the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** might be located, so that an official and organized Search and Rescue can be activated.

Specific Waiver of Liability for Search and Rescue Benefit:

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

Search and Rescue Claims Procedures:

The person must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the **Covered Trip Destination**.

SECTION IV – GENERAL DEFINITIONS

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

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

Administrator means Cover-More, Inc.

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

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

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

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

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

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

Covered Trip:

- a. means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure**. The trip **Destination** must also be at least 100 miles from the **Insured's Primary Residence**.

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

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

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

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

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

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

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

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

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

Hospital means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;

- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

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

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

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

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

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

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

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

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

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

Physician means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

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

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

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

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

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

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

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

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

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

We, Us, and Our means Zurich American Insurance Company.

SECTION V – GENERAL EXCLUSIONS

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

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

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO);
- b. mental, nervous, or psychological disorders;
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- d. **Normal Pregnancy** including **Hospitalization**, and resulting childbirth, and elective abortion;
- e. participation as a professional in athletics while on a **Covered Trip**;
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;
- g. riding or driving in any motor competition;
- h. off-road driving, whether as a driver or as a passenger;
- i. declared or undeclared war, or any act of war;
- j. civil disorder;
- k. service in the armed forces of any country;
- l. nuclear reaction, radiation or radioactive contamination;
- m. operating or learning to operate any aircraft, as pilot or crew;

- n. mountain climbing (except professional escorted/guided climbs), bungee jumping, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company;
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes;
- p. participating in underwater activities if the depth of the water exceeds 75 feet or more or scuba diving if the depth of the water exceeds 75 feet or more;
- o. the **Insured's** commission of or attempt to commit a felony;
- p. elective medical or holistic treatment or procedures;
- q. failure of any tour operator, **Common Carrier**, or other travel supplier, person or agency to provide the bargained-for prepaid travel arrangements/services;
- r. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;
- s. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this **Policy**;
- t. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

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

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment; or
- d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the effective date for Pre-Departure Trip Cancellation Benefit. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusions apply to the Search and Rescue Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
 - (1) heli-skiing;
 - (2) extreme skiing;
 - (3) fines, damages, penalties, or litigation that may be imposed against the **Insured**, or **Insured's Traveling Companion**, or **Family Member** as a result of their activities or actions.

SECTION VI – GENERAL LIMITATIONS

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

SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

SECTION VIII - HOW TO FILE A CLAIM

- A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-833-515-3316 or claims@zurichtravelassist.com. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.
- Claims Department
Zurich American Insurance Company,
P.O. Box 968019, Schaumburg, IL 60196-8019
Telephone: 1-833-515-3316
- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.
- D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits.

SECTION IX - PAYMENT OF CLAIMS

- A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. WHO **WE** WILL PAY:
1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary

predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.

2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

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

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

SECTION X - GENERAL POLICY CONDITIONS

- A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. CHANGE OR WAIVER: A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. ENTIRE CONTRACT: This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. SUIT AGAINST US: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

- G. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. ARBITRATION: Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- I. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.
- J. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- K. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- L. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

Illinois Changes



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GPT-5551381

Effective Date: Refer to Confirmation of Coverage

This endorsement modifies insurance provided under the:

Individual Travel Insurance Policy

A. The following is added and replaces anything to the contrary:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing us advance written notice of cancellation.
2. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation, stating the reasons for cancellation.
 - a. Nonpayment of premium.
 - b. The policy was obtained through a material misrepresentation.
 - c. Any "insured" has violated any of the terms and conditions of the policy.
 - d. The risk originally accepted has measurably increased.
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured.
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the Illinois insurance laws.
3. If we cancel for nonpayment of premium, we will mail you at least 10 days' written notice.
4. If this policy is cancelled for other than nonpayment of premium and the policy is in effect:
 - a. 60 days or less, we will mail you at least 30 days' written notice.
 - b. 61 days or more, we will mail you at least 60 days' written notice.
5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. The effective date of cancellation stated in the notice shall become the end of the policy period.
7. Our notice of cancellation will state the reason for cancellation.
8. A copy of the notice will also be sent to your agent or broker and the loss payee.

B. The second paragraph in the Valuation and Payment of Loss provision in the **BENEFITS** section is replaced with the following:

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

C. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:

Covered Loss of Use must continue for 12 consecutive months and] be determined by a **Physician**.

D. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:

Plegia must continue for 12 consecutive months and be determined by a **Physician**.

E. The following definition under the **ACCIDENTAL DISMEMBERMENT BENEFIT** is replaced with the following:

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

F. Under the **DEFINTIONS** section, the following definition is added:

Civil Union means a legal relationship between two persons, of either the same or opposite sex.

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

Accident or **Accidental** means an unintended or unforeseeable event or occurrence that occurs during the **Policy** term.

Complications of Pregnancy means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, hyperemesis gravidarum, preeclampsia and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

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

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

Hospital means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

Hospital includes institutions meeting the above definition that provide services on a formal arrangement basis with another institution.

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

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

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

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

Pre-Existing Condition means a condition for which a **Insured** received any diagnosis, medical advice or treatment or had taken any prescription medicines during the six (6) months immediately preceding the **Covered Loss**.

Spouse means the **Insured's** legally married spouse or **Civil Union**.

- H. The paragraphs containing "directly or indirectly" under the **GENERAL EXCLUSION** section are replaced with the following:

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

- I. Under the **GENERAL EXCLUSIONS** section, the following exclusions are deleted:

nuclear reaction, radiation or radioactive contamination exclusion is deleted

participation as a professional in athletics while on a Covered Trip

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

riding or driving in any motor competition

off-road driving, whether as a driver or as a passenger

operating or learning to operate any aircraft, as pilot or crew

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

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

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

- J. The suicide, attempted suicide or intentionally self-inflicted injury exclusion under **GENERAL EXCLUSIONS** is replaced with the following:

suicide, attempted suicide, or intentionally self-inflicted injury

- K. The intentional use of illegal drugs or intentional misuse of prescription or over the counter drugs exclusion under **GENERAL EXCLUSIONS** is replaced with the following:

intentional use of illegal drugs or intentional misuse of prescription or over the counter drugs (not taken as directed;

- L. The declared or undeclared war, or any act of war or the release of nuclear energy or radiation which is the result of war exclusion under **GENERAL EXCLUSIONS** is replaced with the following:

declared or undeclared war, or any act of war;

- M. Under **GENERAL EXCLUSIONS**, the second paragraph is replaced with the following:

We will not pay for any loss under the **Policy**, arising directly from the following:

- N. The **LOSS OF LIFE OF AN INSURED** provision in the **PAYMENT OF CLAIMS** section is replaced with the following:

Covered Losses resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If a benefit is payable to a minor or other person who is incapable of giving a valid release, the **We** may pay up to \$1,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the **We** makes in good faith fully discharges the **Us** to the extent of that payment.

- O. Under **PAYMENT OF CLAIMS**, Paragraph C is replaced with the following:

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

Failure to pay a claim within 30 days following **Our** receipt of due proof of loss shall entitle the **Insured** to interest at a rate of 9 (nine) percent per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. **We** will notify the **Insured** or his or her assignee of any known failure to provide sufficient documentation for a due proof of loss within 30 days after receipt of the claim. Any required interest payments will be made within 30 days after the payment.

- P. Under **HOW TO FILE A CLAIM**, Paragraph C is replaced with the following:

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

- Q. The BENEFICIARIES provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:

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

- R. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:

No action at law or in equity may be brought to recover on this **Policy** prior to the expiration of 60 days after written proof of **Loss** has been furnished in accordance with the requirements of this **Policy**. No such action may be brought after the expiration of 10 years plus the number of days between the date the proof of loss was filed and the date the claim was denied in whole or in part.

- S. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:

ARBITRATION: An arbitration provision is not a substitute for an **Insured** right to maintain a legal action if he or she so desires, and in no way affects or limits an **Insured** ability to take legal action in a court of law **prior to voluntarily agreeing to enter into an arbitration proceeding.** Any controversy of claim arising out of or relating to this contract, or the breach thereof, **may be** settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association and in accordance with the Uniform Arbitration Act 710 ILCS 51 et seq. within a reasonable time limit. 30 (thirty) days after the parties agree to arbitrate their dispute is a reasonable time limit for selecting and appointing independent arbitrators and 15 (fifteen) days is a reasonable time limit for an expedited review. The arbitration **may be** binding on both parties, but in all instances **must be entered into on a voluntary basis.** Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest. **By voluntarily agreeing to enter into an arbitration proceeding, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in and by a court of law, except to the extent Illinois law may provide for judicial review of arbitration proceedings.** The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if the **Policy** is subject to its laws. In such a case, binding arbitration does not apply. Any arbitration provision in no way affects an **Insured's** ability to file a complaint with the Illinois Department of Insurance.

- T. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:

SUBROGATION: **We** are assigned the right to recover from the negligent third party or his or her insurer, to the extent of the benefits which **We** paid to the **Insured** or on behalf of the **Insured's Spouse, Civil Union, or Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. The **Insured** is required to furnish any information or assistance, or provide any documents that **We** may reasonably require in order to exercise **Our** rights under this provision. This provision applies whether or not the third party admits liability.

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

Illinois Civil Union Act Policyholder Notice



On June 1, 2011, Public Act 96-1513, the Religious Freedom Protection and Civil Union Act ("the Act") became effective. Under the Act, both same-sex and opposite-sex couples may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Illinois a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law. A marriage between persons of the same sex, a civil union, or a substantially similar legal relationship other than common law marriage, legally entered into in another jurisdiction, shall be legally recognized in Illinois as a civil union.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE:

Illinois law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, the Employee Retirement Income Security Act of 1974, a federal law known as "ERISA" controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights.



Important Notice

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

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

**Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm CT)
Email: info.source@zurichna.com**

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

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

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.

Beneficiary Designation/Change Form



Zurich American Insurance Company

1299 Zurich Way
Schaumburg, Illinois 60196

POLICYHOLDER INFORMATION

Name of Policyholder:

Policy Number:

INSURED INFORMATION

Full Legal Name (First, Middle Initial and Last):

Last 4 Digits of SSN:

XXX-XX-

Mailing Address:

City:

State:

Zip Code:

Date of Birth (MM/DD/YYYY):

Gender:

☐ Male ☐ Female

Marital Status:

☐ Single ☐ Married ☐ Domestic or Civil Union Partner

Email Address:

Home Phone:

- -

Work Phone:

- -

Cell Phone:

- -

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

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

Primary Beneficiary(ies):

% Share:

Relationship:

☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity

SSN/Tax ID:

Name (If an Individual, include First, Middle Initial and Last):

Date of Birth/Trust (MM/DD/YYYY):

Street Address:

City:

State:

Zip Code:

% Share:

Relationship:

☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity

SSN/Tax ID:

Name (If an Individual, include First, Middle Initial and Last):

Date of Birth/Trust (MM/DD/YYYY):

Street Address:

City:

State:

Zip Code:

Contingent Beneficiary(ies):

% Share:

Relationship:

☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity

SSN/Tax ID:

Name (If an Individual, include First, Middle Initial and Last):

Date of Birth/Trust (MM/DD/YYYY):

Street Address:

City:

State:

Zip Code:

% Share:

Relationship:

☐ Spouse ☐ Non-Spouse Individual ☐ Trust ☐ Estate ☐ Charity or Other Entity

SSN/Tax ID:

Name ((If an Individual, include First, Middle Initial and Last):

Date of Birth/Trust (MM/DD/YYYY):

Street Address:		City:	State:	Zip Code:
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity			SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):			Date of Birth/Trust (MM/DD/YYYY):	
Street Address:		City:	State:	Zip Code:
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity			SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):			Date of Birth/Trust (MM/DD/YYYY):	
Street Address:		City:	State:	Zip Code:
If more than one primary and/or contingent Beneficiary is designated and no percentage has been designated, settlement will be made in equal shares to such of the designated beneficiaries as survive the Insured, unless otherwise provided herein. If no designated beneficiary survives the Insured, settlement will be made to the Insured's estate, unless otherwise provided in the Accident Policy.				

INSURED AUTHORIZATION	
I hereby revoke any previous beneficiary designation(s), if any, for my accident insurance policy and direct that the insurance proceeds payable under the policy be paid as indicated above.	
If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.	
Insured's Signature:	Date (MM/DD/YYYY):

Privacy Notice

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

Dear Customer:

rev. January 2020

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

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.
What types of Information do we collect?	<p>The types of NPI we collect depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver’s license number, employment information, information about your income, assets and net worth, and medical information; • Information about your transactions with the Company and its affiliates; • Information about your insurance coverage, premiums, claims history, and payment history; • Data from insurance support organizations, government agencies, insurance information sharing bureaus; • Property information and similar data about you or your property, such as property appraisal reports; and • Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report. <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
What do we do with the NPI we collect?	<p>We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products.</p> <p>These affiliates and nonaffiliated third parties include:</p> <ul style="list-style-type: none"> • Financial service providers, such as banks and other insurance companies; • Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and • Others, such as consumer reporting agencies and insurance information sharing bureaus. <p>In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you</p>

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

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

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

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information, you must submit a request using our online form on our website, ZurichNA.com, or calling our toll-free number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

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

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

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

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

Key words and phrases TERMS YOU SHOULD KNOW	
Definitions	
Everyday business purposes	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: <ul style="list-style-type: none">• Processing transactions, mailing and auditing services;• Administering insurance coverage, product, services or claims;• Providing information to credit bureaus;• Protecting against fraud;• Responding to court/governmental orders or subpoenas and legal investigations; and• Responding to insurance regulatory authorities.
Affiliates	Financial or nonfinancial companies related by common ownership or control. <ul style="list-style-type: none">• <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i>
Nonaffiliated Third Parties	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services. <ul style="list-style-type: none">• <i>The Company does not share information with nonaffiliates to market their products to you.</i>

Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>The Company does not jointly market.</i>
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Changes to this Privacy Notice; contact us	<p>We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.</p> <p>If you have any questions about your contract with us, you should contact your agent.</p> <p>If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the “Company:”

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (together, “the ZNA P&C Companies”), Zurich American Life Insurance Company, and Zurich American Life Insurance Company of New York.



Fraud Warnings Disclosure Property and Casualty Application Addendum

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

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

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

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

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

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

In Kansas:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SANCTIONS EXCLUSION ENDORSEMENT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

SANCTIONS EXCLUSION

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

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

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

TRAVEL ASSISTANCE SERVICES (Provided by Zurich Travel Assist)

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll-free number.

Within USA & Canada: 833.515.3316

Outside USA & Canada: 416.479.8006

Your Plan Number: ZF-0323

MEDICAL SERVICES

- **Medical Assistance** – Our multi-lingual team operates within a best-practice framework that places your health and wellbeing at the heart of our decision-making. Our care includes 24/7 emergency assistance and medical case management and extends to vaccination support, medical assessments, counselling, and mobile telemedicine. We also provide information on local medical facilities, clinics, and other service providers.
- **Medical Consultation and Monitoring** – If you become seriously ill or injured, we will provide medical monitoring of your condition. All medical cases are reviewed by our medical case management team at inception of the claim. All cases are risk rated for visibility and determine the number of contacts made to the treating physician and to you and your family. Medical monitoring is performed to ensure the appropriate level of care is provided and to determine the next steps within a case (i.e. if repatriation or evacuation is required).
- **Medical Evacuation** – If you require medical attention of an emergency nature that is not available locally and determined to be medically necessary, you may be transported to a qualified facility capable of stabilizing and/or treating your medical needs. Zurich Travel Assist will make arrangements for ground/air transportation and accompanying medical care as needed.
- **Emergency Medical Payments** – In order to avoid out-of-pocket expenses, Zurich Travel Assist will deal directly with the facility to arrange for the bills to be sent to the appropriate insurance carrier. If treatment or discharge is being denied without a deposit, Zurich Travel Assist can arrange for the deposit by debiting a credit card or receiving a bank wire from either the eligible insured person or other party when payability is not yet established.
- **Prescription Assistance** – Zurich Travel Assist will arrange the replacement of medications that are lost, stolen, or spoiled during a Covered Trip, either locally or by special courier
- **Dependent Transportation & Family Visits** – Depending on the coverage provided in the travel plan, Zurich Travel Assist will arrange for the return home and escort expenses of a minor (age 18 or younger) if s/he is left unattended on a Covered Trip due to hospitalization or death of the accompanying adult. If the travel plan provides the coverage, Zurich Travel Assist will arrange transportation for a person the Insured chooses to visit him/her if the Insured is traveling alone and hospitalized 7 days or more.
- **Repatriation of Remains** – If the need arises in the event of death, we liaise with our panel of reputable providers, to arrange transport burial and cremations, or the careful return of mortal remains.

While the assistance company strives to provide help and advice for unfortunate situations encountered by travelers, immediate resolution may not be possible due to the availability and circumstances beyond their control. The assistance company will make every reasonable effort to refer you to an appropriate medical and legal provider. Neither the Company, assistance company nor Cover-More Inc. may be held responsible for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive medical treatment.