

TRAVEL RELAXED. TRAVEL SECURE. TRAVEL INSURED.

# TRAVEL PROTECTION PLAN

## FOR DIRECT LINE CRUISES

### Washington



**TRAVEL INSURED  
INTERNATIONAL**

A CRUM & FORSTER COMPANY

**FOR SERVICE, VISIT OR CALL:**

[www.travelinsured.com](http://www.travelinsured.com)

1-866-684-0218

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

1-800-494-9907

1-603-328-1707 (Collect)

# Travel Protection Plan

**Note:** For residents of WA

The insurance benefits are underwritten by the United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United States Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2016. Not all coverage is available in all jurisdictions.

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

## YOUR TRAVEL PROTECTION PLAN

Thank you for purchasing a travel protection plan from us!

Please review the following document carefully as it includes Your plan, which explains how your travel protection plan works.

Contact us immediately if you have any questions or require further information at **1-866-684-0218**.

## CLAIMS PROCEDURES

### **To facilitate prompt claims settlement:**

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

**TRIP DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc). Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

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

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

Administered by



**TRAVEL INSURED  
INTERNATIONAL®**

A CRUM & FORSTER COMPANY

**For questions or to report a claim, contact:**

**Travel Insured International**

**855 Winding Brook Drive**

**P.O. Box 6503**

**Glastonbury, CT 06033**

**866-684-0218**

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## **WORLDWIDE NON-INSURANCE ASSISTANCE SERVICES**

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

Services offered include:

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

### **24/7 Worldwide Non-Insurance Assistance Services**

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

**800-494-9907**

**(From US/Canada)**

**OR CALL COLLECT:**

**603-328-1707**

**(From all other locations)**

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

### **AVAILABILITY OF SERVICES**

You are eligible for information services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Covered Trip.

# TRAVEL INSURANCE POLICY

## United States Fire Insurance Company

Administrative Office: 5 Christopher Way,  
Eatontown, NJ 07724

(Hereinafter referred to as "the Company")

### TRAVEL PROTECTION INSURANCE

Certificate of Insurance

#### PLEASE READ THIS DOCUMENT CAREFULLY!

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

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

#### FOURTEEN-DAY LOOK

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

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



Marc J. Adee  
Chairman and CEO



James Kraus  
Secretary

**LIMITED BENEFIT COVERAGE**  
**SCHEDULE OF BENEFITS**

<b>Listing of Benefits</b>	<b>Maximum Limit</b>
<b>Travel Protection</b>	
Trip Interruption	\$500
Missed Connection	\$500 (3 hours)
Travel Delay (\$150 per day)	\$500 (6 hours)
<b>Medical Protection</b>	
Emergency Accident and Sickness Medical Expense	\$25,000
Dental Sublimit	\$750
Emergency Evacuation/Medically Necessary Repatriation/Repatriation of Remains	\$50,000
<b>Baggage Protection</b>	
Baggage/Personal Effects	\$1,500
Per Article Limit	\$300
Combined Articles Limit	\$500
Baggage Delay	\$500 (24 hour)

**SECTION I – PERIOD OF COVERAGE**

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

**SECTION II – GENERAL PROVISIONS**

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

**Claim Forms:** When notice of claim is received by the Company or designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of

loss requirements can be met by sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

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

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

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

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

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

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

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

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

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

**Subrogation:** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. An Insured shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do



anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. You are entitled to complete reimbursement for loss covered under this Policy before the Company is entitled to subrogation proceeds.

## SECTION III. BENEFITS AND LIMITATIONS

### EVIDENCE OF BENEFITS

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

### ACCIDENT MEDICAL EXPENSE

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

### PART A DEFINITIONS

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

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

### PART B BENEFITS

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

Benefits will include expenses for emergency dental treatment not to exceed the amount shown in the Schedule of Benefits. Benefits will not be paid in excess of the Usual and Customary Charges.

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

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

## **SICKNESS MEDICAL EXPENSE**

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

### **PART A DEFINITIONS**

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

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

### **PART B BENEFITS**

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

Benefits will include expenses for emergency dental treatment not to exceed the amount shown in the Schedule of Benefits.

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

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

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

## **TRIP INTERRUPTION**

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

### **BENEFITS**

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

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

- b. Unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 48 consecutive hours;
- c) Weather that causes complete cessation of services of the Insured's Common Carrier for at least 48 consecutive hours;
- d) Employer termination or layoff affecting You or a person(s) sharing the same room during Your Trip. Employment must have been with the same employer for at least three (3) consecutive years;
- e) Your Primary Residence or that of Traveling Companion is rendered uninhabitable by unforeseen circumstances;
- f) Burglary of You or Your Traveling Companion's primary residence within 10 days of departure of the Trip;
- g) Felonious Assault of an Insured or a Traveling Companion within 10 days of departure or during the Trip;
- h. Terrorism in a country which is part of the Trip, which causes the United States Department of State to issue a travel warning that an Insured should not travel within that country for a period of time that would include the Trip. Such travel warning must be made after the Effective Date;
- i) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
- j) The Insured or Traveling Companion is called to emergency military duty for a national disaster other than war;
- k) Traffic accident, substantiated by a police report, directly involving either the Insured or Traveling Companion while en route to a scheduled point of departure;

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

### **BAGGAGE AND PERSONAL EFFECTS**

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

#### **PART A DEFINITIONS**

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

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

## **PART B BENEFITS**

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

The Company will pay the lesser of the following amounts up to the Per Article Maximum shown in the Schedule of Benefits:

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

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

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

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

**For Baggage Delay:** If, while on a Trip, an Insured's checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from his or her time of arrival at a destination other than Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. An Insured must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

## **PART C CONDITIONS**

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

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

### **TRIP DELAY**

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

## **BENEFITS**

If an Insured is delayed for more than the number of hours shown in the Schedule of Benefits while en route to or from a Trip, due to:

- a) any delay of a Common Carrier. The delay must be certified by the Common Carrier;
- b) a traffic accident in which an Insured or Traveling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a report to the police or the appropriate authority); or
- d) quarantine, hijacking, strike, natural disaster, terrorism or riot;

- e) documented weather condition preventing the Insured from getting to the point of departure;

Benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

- a) the Additional Transportation Cost from the point where an Insured was delayed to a destination where he or she can join the Trip;
- b) the Additional Transportation Cost to return an Insured to his or her originally scheduled return destination;
- c) reasonable accommodation and meal expenses (up to the daily amount shown in the Schedule of Benefits); and
- d) the non-refundable, unused portion of the prepaid expenses for the Trip.

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

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

### **MISSED CONNECTION**

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

### **BENEFITS**

If an Insured is delayed for more than the number of hours shown on the Schedule of Benefits while en route to a Trip, due to:

- a) any delay of a Common Carrier. The delay must be certified by the Common Carrier; or
- b) documented weather condition preventing the Insured from getting to the point of departure;

Benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

- a) the Additional Transportation Cost to join the cruise or tour;
- b) reasonable accommodation and hotel expenses;

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

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

### **EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION, AND RETURN OF REMAINS**

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

### **PART A BENEFITS**

When an Insured suffers loss of life for any reason or incurs a Sickness or Injury during the course of a Trip, the following benefits are payable, up to the Maximum Benefit Amount.

#### **1. For Emergency Medical Evacuation:**

If the local attending Legally Qualified Physician and the authorized travel assistance company's medical director, if any, determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or

life threatening and adequate Medical Treatment is not available at a local Hospital, benefits are payable for the Usual and Customary Charges for the Transportation Expense incurred for transportation to the closest Hospital or medical facility capable of providing adequate treatment.

If an Insured is in the Hospital for more than 7 consecutive days, the Company will pay to return by Economy Transportation, the Insured's dependent children who are under 18 years of age and accompanying an Insured on the Trip, to their home, with an attendant, if considered necessary by the travel assistance company, if any.

If an Insured is in a Hospital alone for more than 7 consecutive days, the Company will pay to transport one person, chosen by the Insured, by Economy Transportation, for a single visit to and from his or her bedside.

## **2. For Medical Repatriation:**

- a) If the local attending Legally Qualified Physician and the authorized travel assistance company, if any, determine that it is Medically Necessary for an Insured to return to his or her place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for an Insured's return to his or her permanent residence via:
  - i) one-way Economy Transportation; or
  - ii) commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing. Transportation must be via the most direct and economical route.
- b) If the local attending Legally Qualified Physician and the authorized travel assistance company, if any, determine that it is Medically Necessary for an Insured to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to an Insured's permanent place of residence capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre- approved and arranged by the authorized travel assistance company.

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

For purposes of this Benefit, "Usual and Customary Charges" means charges that are, in the reasonable opinion of this company:

1. Within the range of usual charges for the same or a similar service or supply billed by most providers within the service area; or
2. justified by all the attending circumstances, including but not limited to, the time required to perform the service or procedure, the severity of the condition treated and the complexity of treatment of a particulate case.

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

## PART B CONDITIONS

If benefits are payable under this Benefit and an Insured has other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. Benefits are calculated less the value of an unused return travel ticket. An Insured shall:

1. notify the Company of any other insurance;
2. help the Company exercise the Company's rights in any reasonably way that the Company may request, including the filing and assignment of other insurance benefits;
3. not do anything after the loss to prejudice the Company's rights; and
4. reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

## SECTION IV - DEFINITIONS

<b>"Additional Transportation Cost"</b>	means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.
<b>"Business Partner"</b>	means an individual who (a) is involved in a legal general partnership with You and (b) is actively involved in the day to day management of Your business.
<b>"Common Carrier"</b>	means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.
<b>"Company"</b>	means United States Fire Insurance Company.
<b>"Confirmation of Benefits"</b>	means the coverage confirmation provided to You following enrollment and payment of the applicable premium.
<b>"Covered Trip"</b>	means scheduled trips, tours, or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date.
<b>"Cruise"</b>	means any prepaid sea arrangement.
<b>"Default"</b>	means a material failure or inability to provide contracted services.
<b>"Dependent Child(ren)"</b>	means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.
<b>"Domestic Partner"</b>	means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage, or as otherwise defined according to the laws of Your state of residence.
<b>"Economy Transportation"</b>	means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Trip, reduced by the value of an unused return travel ticket.

<b>“Family Member”</b>	means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew or Domestic Partner.
<b>“Hospital”</b>	means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics: or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.
<b>“Inclement Weather”</b>	means any weather condition that delays the scheduled arrival or departure of a Common Carrier.
<b>“Injury” or “Injuries”</b>	means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.
<b>“Insured”</b>	means a person(s) who is booked to travel on a Trip, and for whom the required premium is paid, also referred to as You and Your.
<b>“Intoxicated”</b>	means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.
<b>“Legally Qualified Physician”</b>	means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.
<b>“Maximum Benefit Amount”</b>	means the maximum amount payable for coverage provided to You as shown in the Schedule.
<b>“Medically Necessary”</b>	means a service or supply which: (a) is recommended by the attending Legally Qualified Physician: (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice: (c) could not have been omitted without adversely affecting an Insured’s condition or quality of medical care: (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience: and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.\



<b>“Medical Treatment”</b>	means treatment advice or consultation by a Legally Qualified Physician.
<b>“Natural Disaster”</b>	means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.
<b>“Pre-Existing Condition”</b>	means any injury, sickness or condition (including any condition from which death ensues) of the Insured, or Traveling Companion, or Your and/or Traveling Companion’s Family Member or Your Business Partner for which within the 180 day period prior to the effective date of Your Trip Cancellation coverage under the policy which (a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Legally Qualified Physician.
<b>“Scheduled Departure Date”</b>	means the date on which You are originally scheduled to leave on Your Trip.
<b>“Scheduled Return Date”</b>	means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.
<b>“Sickness”</b>	means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect.
<b>“Strike”</b>	means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.
<b>“Terrorist Incident”</b>	means an incident deemed an act of terrorism by the U.S. Government.
<b>“Third Party”</b>	means a person or entity other than You or the Company.
<b>“Transportation Expense”</b>	means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.
<b>“Travel Arrangements”</b>	means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Covered Trip.
<b>“Traveling Companion”</b>	means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the Covered Trip.
<b>“Travel Supplier”</b>	means any entity or organization that coordinates or supplies travel services for You.
<b>“Usual and Customary Charges”</b>	means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

## SECTION V – GENERAL LIMITATIONS AND EXCLUSIONS

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
2. resulting from an act of declared or undeclared war;
3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being intoxicated, as specifically defined in the Policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician (except for **Accidental Death and Dismemberment, Accident Medical, and Sickness Medical** benefits);
10. for **Accidental Death and Dismemberment, Accident Medical, and Sickness Medical** benefits; due to alcoholism and drug addiction;
11. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
12. due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
13. for dental treatment (except as coverage is otherwise specifically provided herein);
14. due to a Pre-existing Condition, as defined in the Policy. The Pre-existing Condition Limitation does not apply to: (a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage; or (b) to coverage purchased prior to Your final Trip payment for the full non-refundable trip cost, You are not disabled from travel at the time You pay the premium and the booking for the Trip is the first and only booking for this travel period and destination.
15. loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless or any other cause or event contributing concurrently or in any other sequence thereto(except for **Accidental Death and Dismemberment, Accident Medical, and Sickness Medical** benefits);

### **ADDITIONAL LIMITATIONS AND EXCLUSIONS SPECIFIC TO BAGGAGE AND PERSONAL EFFECTS**

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

- a) breakage of brittle or fragile articles:
- b) wear and tear or gradual deterioration:
- c) confiscation or appropriation by order of any government or custom's rule:
- d) theft or pilferage while left in any unlocked vehicle:
- e) property illegally acquired, kept, stored or transported:
- f) an Insured's negligent acts or omissions: or

- g) property shipped as freight or shipped prior to the Scheduled Departure Date.

### **ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO BAGGAGE**

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

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

- a) take all reasonable steps to protect, save or recover the property:
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of an Insured's property at the time of loss:
- c) produce records needed to verify the claim and its amount ,and permit copies to be made:
- d) provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and
- e) be examined, if requested.

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

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

## GRIEVANCE PROCEDURES

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

### DEFINITIONS

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

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

### INFORMAL GRIEVANCE PROCEDURE

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

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

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

### FORMAL GRIEVANCE PROCEDURE

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

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

#### First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and

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

## **Grievance**

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

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

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

## **Second Level Review**

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

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

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-

days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

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

The panel must be comprised of persons who:

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

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

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

## **Grievance**

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

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

## **EXPEDITED REVIEW**

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances

concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

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

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

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

## PRIVACY POLICY AND PRACTICES

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

### **Your Privacy is Our Concern**

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

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

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

creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

### **What do we do with the information collected about you?**

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

### **To whom do we disclose information about you?**

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

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

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

### **How to contact Us**

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

Privacy Policy Coordinator  
Fairmont Specialty  
5 Christopher Way, 3<sup>rd</sup> Floor  
Eatontown, New Jersey 07724