



Technology Insurance Company, Inc.

An AmTrust Financial Company

A Stock Company

59 Maiden Lane, 43rd Floor, New York, NY 10038

866-505-4048

## PATHWAY PREMIER

### SCHEDULE OF BENEFITS

Any sub-limit values listed below a Maximum Benefit are included in the Maximum Benefit Amount, and any amounts paid under a sub-limit will reduce the Maximum Benefit amount available under each Coverage.

COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
<b>Travel Protection</b>	
Trip Cancellation	
Maximum Benefit	100% of Trip Cost
Airline Reissue or Cancellation Fees	\$0
Reinstate Frequent Traveler Awards	\$250
Optional Trip Cancellation For Any Reason	
Maximum Benefit	75% Trip Cost
Trip Interruption	
Maximum Benefit	150% of Trip Cost
Optional Trip Interruption For Any Reason	
Maximum Benefit	75% Trip Cost
Missed Connection	
Maximum Benefit	\$500
Trip Delay	
Maximum Benefit	\$2,000
Maximum Benefit Per Day	\$300
Optional Rental Car Damage	
Maximum Benefit	\$50,000
<b>Medical Protection</b>	
Emergency Accident and Sickness Medical Expense	
Maximum Benefit	\$100,000 (Optional \$150,000)
Deductible	\$0
Dental Expenses	\$750
Optional Adventure Sports	\$10,000
Optional Extreme Sports	\$10,000
Emergency Evacuation	
Maximum Benefit	\$1,000,000
Hospital Companion	\$1,000
Repatriation of Remains	
Maximum Benefit	\$1,000,000



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COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
<b>Baggage Protection</b>	
Baggage/Personal Effects	
Maximum Benefit	\$1,000
Deductible	\$0
Per Article Limit	\$250
Baggage Delay	
Maximum Benefit	\$500
Maximum Benefit Per Day	\$100
<b>Travel Accident Protection</b>	
Accidental Death & Dismemberment	
Principal Sum	\$10,000
Accidental Death & Dismemberment – Common Carrier	
Principal Sum	\$25,000



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This Policy of insurance describes all of the travel insurance benefits, underwritten by Technology Insurance Company, Inc. (herein referred to as the Company). The insurance benefits vary from program to program. Please refer to the accompanying purchase confirmation and Schedule of Benefits for specific information about the program You purchased. Please contact Trawick International immediately if You believe that any of the information provided is incorrect.

This Policy of insurance is issued in consideration of application and payment of any premium due. All statements in the application are representations and not warranties. Only statements contained in a written application format will be used to void insurance, reduce benefits or defend a claim.

All premium is refundable only during the fourteen (14) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

Eligibility Restrictions: (also see other eligibility restrictions contained in the LIMITATIONS AND EXCLUSIONS section of this Policy).

You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase.

You are not eligible to purchase coverage or receive benefits under this Policy if You have other insurance coverage for the loss(es) for which this Policy is intended to insurance against. Multiple recovers for the same loss covered by other insurance coverage is not available under this Policy.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

The President and Secretary of Technology Insurance Company, Inc. witness this Policy.

Secretary

President

Licensed Resident Agent (where required by law)

## TRAVEL PROTECTION POLICY

## **NOTICE OF SPORTS COVERAGE**

### **OPTIONAL ADVENTURE SPORTS BENEFITS**

If You purchase this optional benefit, and if You suffer a Loss due to an Accidental Injury while practicing, training for, or participating in Adventure Sports as defined, such activities will not be excluded under LIMITATIONS AND EXCLUSIONS, and You have access to benefits outlined in this Policy up to the Maximum Benefit subject to any applicable sub-limit shown on the Schedule of Benefits for Adventure Sports.

### **OPTIONAL EXTREME SPORTS BENEFITS**

If You purchase this optional benefit, and if You suffer a Loss due to an Accidental Injury while practicing, training for, or participating in Extreme Sports as defined, such activities will not be excluded under LIMITATIONS AND EXCLUSIONS, and You have access to benefits outlined in this Policy up to the Maximum Benefit subject to any applicable sub-limit shown on the Schedule of Benefits for Extreme Sports.

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## GENERAL DEFINITIONS

Throughout this document, when capitalized, certain words and phrases are defined as follows:

**Accident** means a sudden, unexpected, unintended, specific event that occurs at an identifiable time and place but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**Accidental Injury** means Bodily Injury caused by an Accident (of external origin) that: 1) occurs while Your coverage is in effect under this Policy; and 2) requires physical examination and medical treatment by a Physician. The Injury must be the direct cause of loss, must be independent of all other causes, and must not be caused by or resulting from Your Sickness. The injury must be verified by a Physician in a format acceptable to the Company.

**Actual Cash Value** means the lesser of the replacement cost and the purchase price less Depreciation.

**Acute Onset of a Pre-Existing Condition** means a sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs spontaneously and without advance warning in the form of physical manifestations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. Acute Onset of a Pre-Existing Condition does not include known, scheduled, required or expected medical care, drugs or treatments existent or necessary prior to the Scheduled Departure Date, or any sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs prior to the Scheduled Departure Date.

**Adventure Sports** means non-professional and non-competitive sports activities that are generally performed for recreation and leisure, and which are not a Bodily Contact Sport, Extreme Sport, Interscholastic Sport, Organized Sport or Mountaineering. Adventure Sports include but are not limited to: scuba diving for certified divers up to a maximum depth of sixty (60) feet and for uncertified divers up to a maximum depth of thirty (30) feet, snorkeling, white or black water rafting Grades 1-3, zip-lining, water skiing, sailing, boating, downhill Skiing, snowboarding, snowmobiling, sledding or tobogganing, resort-sponsored activities, and approved activities of the Travel Supplier.

**Bankruptcy** means the total cessation of operations due to financial insolvency, with or without a filing.

**Bodily Contact Sports** means any competitive team sport in which players or participants may have direct physical contact with an opponent. Bodily Contact Sports include but are not limited to: football, soccer, baseball, wrestling, ice hockey, rugby and lacrosse. Bodily Contact Sports do not include Adventure Sports, Extreme Sports, Interscholastic Sports, Organized Sports or Mountaineering.

**Bodily Injury** means identifiable physical injury that is caused by an Accident and is independent of disease or bodily infirmity.

**Business Partner** means an individual who: (a) is involved in a legal partnership with You; and (b) is actively involved in the day-to-day management of the business.

**Checked Baggage** means Personal Effects brought by You for planned use on Your Trip for which a claim check has been issued to You by a Common Carrier.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis, limousines, and ride share services are not Common Carriers as defined herein.

**Company** means Technology Insurance Company, Inc.

**Complications of Pregnancy** means conditions requiring hospital confinement whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy, including, but not limited to: acute nephritis, nephrosis, cardiac decompression, missed abortion, pre-eclampsia, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include elective abortion, elective cesarean section, false labor, occasional spotting, morning sickness, physician prescribed rest during the period

of pregnancy, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

**Cruise** means any pre-paid sea arrangements made by You.

**Deductible** means the amount of expenses for covered services that must be incurred by You before specified benefits become payable.

**Default** means a material failure or inability to provide contracted services due to financial insolvency.

**Depreciation** means a reduction in value of ten percent (10%) per year from date of purchase for items accompanied by original receipts. For items not accompanied with a receipt, a reduction in value of twenty five percent (25%) the first year and ten percent (10%) per year thereafter. Depreciation will be calculated up to a maximum of eighty 80% from the estimated date of purchase as provided by You. There will be no reduction in value for an item less than one (1) year old and accompanied by an original receipt.

**Domestic Partner** means a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

**Economy Fare** means the lowest published rate for a one-way economy ticket.

**Effective Date** means 12:01 A.M. local time, at Your location, on the day the required premium for such coverage is received by the Company or its authorized representative.

**Eligible Person** means a resident of the United States who is listed on Your purchase confirmation, is scheduled to take a Trip, applies for coverage under the Policy, pays the required premium and satisfies all of the eligibility requirements contained in the LIMITATIONS AND EXCLUSIONS sections of this Policy.

**Extreme Sports** means any high-risk non-team sport or recreation activity that is dangerous and if performed optimally, even by the highly skilled, risks loss of life or limb. Extreme Sports often involve speed, height, a high level of physical exertion and/or highly specialized gear. Extreme Sports include but are not limited to: skydiving, BASE jumping, hang gliding, Parachuting, bungee jumping, caving, rappelling, spelunking, white or black water rafting above Grade 3, Skiing or snowboarding outside marked trails or in an area accessed by helicopter, Mountaineering, Rock Climbing, any high-altitude activity, personal combat or fighting sports, rodeo, racing or practicing to race any motorized vehicle, bicycle or watercraft, free diving, and scuba diving at a depth greater than sixty (60) feet or without a dive master. Extreme Sports do not include Adventure Sports, Bodily Contact Sports, Interscholastic Sports, Organized Sports or Mountaineering.

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

**Hazard** means:

- a) Any delay of a Common Carrier (including Inclement Weather);
- b) Any delay by a traffic Accident en route to a departure, in which You or Your Traveling Companion is not directly involved;
- c) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, Natural Disaster, civil commotion or riot;
- d) A closed roadway causing cessation of travel to the destination of the Trip (substantiated by the department of transportation, state police, etc.);

**Home** means Your true, fixed and permanent place of residence and principal establishment, to which You have the intention of returning to at the end of Your Trip.

**Home Country** means the United States of America.

**Hospital** means a facility that:

- a) holds a valid license if it is required by the law;
- b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- c) has a staff of one or more Physicians available at all times;
- d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

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

**Initial Deposit Date** means the date Your first Payment(s) or Deposit(s) for Your Trip is received by Your Travel Supplier.

**Insured** means the Eligible Person who elected to purchase coverage and whose premium was paid under the Policy.

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions if the participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports includes the practice or training for the competition and the travel to or from such practice or competition in a vehicle designated by the educational institution, both while under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Intramural Sports, Recreational Sports, club sports or Mountaineering.

**Intramural Sports** means competitive recreational sports organized within a school where matches or games are conducted between students of the same school (as opposed to teams who compete with other schools). Activities for Intramural Sports participants are not considered Interscholastic Sports.

**Loss** means Bodily Injury, Sickness or damage sustained by You, while coverage is in effect, in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount that the Company will pay under any one benefit for You, as shown on the Schedule of Benefits and subject to any applicable sub-limits for certain types of activities.

**Mental Illness** means any condition or disease classified as a mental disorder by the American Psychiatric Association (APA) through the Diagnostic and Statistical Manual of Mental Disorders (DSM), which exhibits clinically significant behavioral or psychological characteristics marked by a pronounced deviation from a normal healthy state and associated with a present painful symptom or impairment in one or more important areas of functioning. This disease must not be merely an expectable response to a particular stimulus. Mental Illness does not mean learning disabilities, attitudinal disorders or disciplinary problems.

**Mountaineering** means the sport, hobby or profession of walking, hiking, climbing and Rock Climbing up mountains that requires the use of ropes, harnesses, crampons or ice axes, and involves ascending beyond an altitude of four thousand five hundred (4,500) meters.

**Natural Disaster** means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes and includes an event that is directly due to naturally occurring wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain or wind, that results in widespread and severe damage such that either the government of the country where the Natural Disaster occurs issues an official disaster declaration or the U.S. Government issues advice to leave the country where the Natural Disaster occurs. Natural Disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

1. the path of the named storm deviates by a distance of greater than two hundred (200) miles within a seventy-two (72) hour period from the path forecast by a national recognized meteorological service; or
2. less than seventy-two (72) hours advanced notice of a potential landfall for a named storm exists.

In no event, shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.



**Necessary Treatment** means medical services and/or supplies recommended by the treating Physician that must be performed during the Trip due to the serious and acute nature of the Sickness or Accidental Injury.

**Original Airfare** means airfare booked independently of Your Travel Supplier but for the purpose of adjoining Your Travel Supplier arrangements.

**Organized Sports** means Intramural Sports or Recreational Sports.

**Pandemic Situation** means a global disease outbreak in the area You are traveling in, as confirmed by the Centers for Disease Control and Prevention (CDC) and, in the opinion of either the recognized government of Your Home Country or Your Host Country, is cause for Your immediate evacuation.

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

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for Your Trip. Payments made in the form of a certificate, voucher not purchased by cash, grant or discount are not Payments or Deposits as defined herein.

**Personal Computer** means a small, general purpose electronic device for storing and processing data that is created to be utilized by one individual at a time and can perform multiple functions. The size and capabilities of the computer allow it to be operated for personal purposes. Personal Computers shall include desktop computers and laptop computers. Personal Computers shall also include:

- tablets
- Personal Digital Assistant (PDA)
- handheld devices and smartphones
- e-readers

**Personal Effects** means Your or Your Traveling Companion's privately-owned articles including clothing and toiletry items brought by You or Your Traveling Companion for planned use on Your Trip.

**Physician** means a licensed practitioner of medical, surgical or dental services, or a Christian Science Practitioner, acting within the scope of his/her license. The treating Physician may not be You, Your Traveling Companion or a Family Member.

**Policy** means this document, and any endorsements, riders or amendments that will attach during the period of coverage.

**Pre-Existing Condition** means

an illness, disease, or other condition during the one-hundred eighty (180) day period immediately prior to the Effective Date for which You, or Your Traveling Companion, or a Family Member booked to travel with You:

- 1) exhibited symptoms that would have caused a typical person to seek care or treatment; or
- 2) received or received a recommendation for a test, examination, or medical treatment; or
- 3) took or received a prescription for drugs or medicine. Item (3) 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 one-hundred eighty (180) day period before the Effective Date.

**Quarantine** means Your strict isolation imposed by a Government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

**Reasonable Expenses** means any meal, lodging, local transportation and essential phone call expense that were necessarily incurred as the result of a covered event, and that were not provided free of charge or otherwise reimbursed by a Common Carrier, Travel Supplier or other party.

**Recreational Sports** mean those activities where the primary purpose of the activity is participation, with the related goals of improved physical fitness, fun, and social involvement. Recreational sports are usually perceived as being less stressful, both physically and mentally, on the participants. There are lower expectations regarding both performance and commitment to the sport in the recreational sphere as compared to competitive sports. Recreational Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intramural Sports or Mountaineering.

**Rock Climbing** means the activity of climbing up, down or across artificial rock walls or natural rock formations under the supervision of a guide and utilizing approved safety equipment.

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

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

**Sickness** means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences, worsens or presents new symptoms while Your coverage is in effect.

**Ski or Skiing** means winter recreation of snow skiing, snowboarding, or telemarking on Trail systems as accessed by a pre-paid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli- skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

**Sound Natural Teeth** means teeth that are whole or properly restored and are without impairment, periodontal or other conditions and are not in need of the treatment provided for any reason other than an Accidental Injury. For purposes of this Policy, teeth previously restored with a crown, inlay, onlay, or porcelain restoration or treated by endodontics, except amalgam or composite resin fillings, are not considered Sound Natural Teeth.

**Strike** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.

**Time Sensitive Period** means within twenty-one (21) days of Your Initial Deposit Date.

**Trails** means named skier paths as designated for downhill travel as shown on a resort trail map using the international difficulty rating Trails does not include connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a Ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the scheduled Trip departure and return cities, provided the dates of travel for the air flights are within seven (7) total days of the scheduled Trip dates.

**Travel Assistance Company** means the service provider listed on Your purchase confirmation.

**Travel Supplier** means a Cruise line, airline, hotel, etc., who has made the land, air and/or sea arrangements.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means scheduled travel with a defined itinerary away from Your Home for which coverage is purchased under this Policy and premium is paid.

**Unforeseen** means not anticipated or expected and occurring after the Effective Date of Your Policy.

**Uninhabitable** means that, as determined by a qualified examiner selected by the Company in its sole discretion:

1. the building structure itself is unstable and there is a risk of collapse in whole or in part;
2. there is exterior or structural damage to the building allowing elemental intrusion, such as rain, wind, hail or flood;
3. immediate safety hazards affecting the building have yet to be cleared, such as debris on roofs or downed electrical lines; or
4. the building is without electricity or water and/or is not suitable for human occupancy.

**Veterinarian** means a licensed practitioner pertaining to the medical and surgical treatment of animals acting within the scope of his/her license. The treating Veterinarian may not be You, Your Traveling Companion or a Family Member.

**You or Your** refers to the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss.

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**GOVERNING JURISDICTION** – The insurance regulatory agency and courts of the jurisdiction in which You reside shall have jurisdiction over the individual coverage as if such coverage or plan were issued directly to You.

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of application. The Company may deny all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You and/or Your Traveling Companion seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of application, at any time during the Policy period, or in connection with the filing or settlement of any claim.

**DUTY OF COOPERATION** - You agree to fully cooperate with the Company in the event the Company determines that an investigation is warranted regarding any claim for coverage under this Policy. You agree to comply with all requests by the Company to provide information and/or documentation related to any claim under this Policy. You agree to cooperate with the Company in the investigation and assessment of any loss and/or circumstances giving rise to a loss under this Policy.

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

**ASSIGNMENT** - This Policy and all coverages provided are not assignable, whether by operation of law or otherwise, but benefits may be assigned.

**WHEN YOUR COVERAGE BEGINS** - Provided:

- a) coverage has been elected
- b) the required premium has been paid

All coverage except Trip Cancellation and Optional Trip Cancellation For Any Reason will begin on the Scheduled Departure Date, or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination for Your Trip. Coverage will not begin before the Effective Date shown on Your purchase confirmation.

Trip Cancellation and Optional Trip Cancellation For Any Reason coverage will begin on Your Effective Date. No coverage can be purchased after a person departs on a trip.

**WHEN YOUR COVERAGE ENDS**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

Optional Trip Cancellation For Any Reason coverage(s) will end on the earlier of

- a) forty-eight (48) hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip;
- b) the date and time You depart on Your Trip; or
- c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- e) the time You reach the destination of Your one-way Trip;
- f) the Return Date as stated on Your purchase confirmation.

**EXTENDED COVERAGE** - Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

- a) When You commence air travel from Your origination point: (i) within two(2) days before the commencement of the Travel Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two(2) days before the commencement of the Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- b) If You return to Your origination point: (i) within two (2) days after the completion of the Travel Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- c) If: (a) Your entire Trip is covered by the Policy; and (b) Your return is delayed by an event specified under Trip Cancellation, Trip Interruption, and Trip Delay. This extension of coverage will end on the earlier of: (a) the date You reach Your return destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**OPTIONAL EXTENDED COVERAGE** - If, while traveling on Your Trip, You decide, after departure, to extend such Trip beyond Your Scheduled Return Date, You may obtain an extension of coverage, subject to the Company's approval, by contacting the Company before Your coverage is scheduled to end. The Company will extend Your coverage under this Policy from Your Scheduled Return Date, as long as:

1. You have not experienced an Accidental Injury or Sickness, or have not had medical treatment during Your Trip;
2. coverage under this Policy is in force at the time You request an extension;
3. You pay any additional required premium for such extension; and
4. Your entire Trip length does not exceed one hundred eighty (180) days.
5. Failure to make medical information known will render this coverage extension null and void.

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

**The following provisions apply to all benefits except Baggage/Personal Effects and Baggage Delay:**

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

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 service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within seven (7) days after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**PROOF OF LOSS** - You must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time, provided such proof is furnished and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. Where possible and/or required by this Policy, independent validation of Proof of Loss must be proved to the Company within the foregoing time periods.

**PHYSICAL EXAMINATION AND AUTOPSY** - The Company, or its designated representative, at its own expense, have the right to have You examined as often as necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**EXAMINATION UNDER OATH** - The Company, or its designated representative, at its own expense, have the right to have You and/or Your Traveling Companion questioned under oath as often as necessary while a claim is pending.

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid upon receipt of due written Proof of Loss in accordance with state requirements. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

**The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:**

**NOTICE OF LOSS** - If Your property covered under this Policy is lost, stolen or damaged, You must:

- a) notify the Company, or its authorized representative as soon as possible;
- b) take immediate steps to protect, save and/or recover the covered property;
- c) give immediate notice to the carrier, Travel Supplier, property manager or bailee who is or may be liable for the Loss or damage and provide a copy of such notification to the Company;
- d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours and provide a copy of such report to the Company; and
- d) complete all steps required by local police or authorities to pursue investigation of the claim in the case of robbery or theft.

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

<b>SCOPE OF COVERAGE</b>
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Coverages are payable under this Policy for covered losses and expenses incurred by You up to the maximum stated in the

Schedule of Benefits, subject to the terms and conditions of this Policy and the following:

1. Coverage is available to You on a Trip when traveling for the purpose of leisure, business, or education;
2. Coverage is available to You when Your Trip is:
  - a) Worldwide
3. Coverage is not available to You:
  - a) once Your Trip exceeds ninety (90) days in length;
  - b) if You are traveling against the advice of Your primary Physician;
  - c) if the purpose of Your Trip is to seek medical treatment;
  - d) if You are medically unable to travel at the time You book Your Travel Arrangements;
  - e) if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase of coverage or at the time You book Your Travel Arrangements.

<b>COVERAGES</b>
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No Coverage is intended to duplicate or overlap any other Coverage or benefit provided under this Policy. Should there be an inadvertent duplication of benefit or coverage, the Company will only provide payable benefits under the Coverage with the highest Maximum Benefit or largest scope of coverage subject to any applicable sub-limits.

<b>TRAVEL PROTECTION</b>
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<b>TRIP CANCELLATION</b>
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The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits subject to any applicable sub-limits, if You cancel Your Trip for any of the following reasons that are Unforeseen and takes place after Your Effective Date:

1. Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date.
2. Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You, that results in medically imposed restrictions as certified by a Physician that causes Your Trip to be cancelled.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. The death or Hospitalization of Your Host at Destination.
5. After one (1) years of continuous employment at the same company, You or Your Traveling Companion are terminated or laid-off, from full time employment by that company through no fault of Your or their own within thirty (30) days of the date of Your Trip.
6. Your transfer of employment of two hundred fifty (250) miles or more. The transfer must require Your Home to be relocated.
7. You being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your employer must be presented. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You are a company owner or partner.
8. You or Your Traveling Companion have a previously approved military leave revoked or experience a military re- assignment.
9. You, Your Traveling Companion, who are military personnel or first responder, are called to emergency duty to provide aid or relief in the event of a Natural Disaster (this does not include war).
10. Weather at the departure site that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier with whom You are scheduled to travel and prevents You from reaching Your destination. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this Policy.
11. Natural Disaster at the site of Your destination that renders Your destination accommodations Uninhabitable. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this Policy.
12. Your accommodations at Your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other Natural Disaster. The Company will only pay benefits for losses occurring within fifteen (15) calendar days after the event renders the destination inaccessible. For the purpose of this coverage, inaccessible means Your accommodations can not be reached by Your original mode of transportation. In order to cancel Your trip, You must have four (4) days or fifty percent (50%) of Your total Trip length or less remaining at the time the destination is accessible. Benefits are not payable if the

event occurs or if a storm is named prior to or on Your Effective Date.

13. A Terrorist Incident that occurs in Your departure city or in a city listed on Your Trip itinerary and within thirty (30) days prior to Your Scheduled Departure Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This does not include flight connections or other transportation arrangements to reach Your destination. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. A Terrorist Incident that occurs onboard an in-flight aircraft is not covered.
14. You or Your Traveling Companion are a victim of a felonious assault.
15. A documented theft of Your or You Traveling Companion's passports and/or visas.
16. Death or critical condition diagnosis of Your or You Traveling Companion's cat or dog that occurs within seven (7) days prior to Your Trip Scheduled Departure Date as certified by a Veterinarian at the time of Loss preventing Your participation in the Trip.
17. You or Your Traveling Companion's being hijacked, Quarantined, required to serve on a jury, or subpoenaed within ten (10) days of departure; having Your Home made Uninhabitable by Natural Disaster; burglary of Your Home within ten (10) days of departure.
18. You or Your Traveling Companion being directly involved in a traffic accident (substantiated by a police report provided by You to the Company) while en route to departure.
19. Bankruptcy or Default of an airline or cruise line or Travel Supplier or other travel or camp or program provider (other than an organization or firm from whom You purchased Travel Arrangements supplied by others) causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than fourteen (14) days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if Your Scheduled Departure Date is no more than fifteen (15) months beyond Your Effective Date and Your payment for this Policy is received within and prior to Final Payment and You have insured the full cost of Your Trip.
20. Mechanical breakdown of Your Common Carrier's aircraft on which You or Your Traveling Companion are scheduled to travel for at least twelve (12) consecutive hours.
21. Strike that causes complete cessation of services of the Common Carrier with whom You or Your Traveling Companion are scheduled to travel for at least twelve (12) consecutive hours.

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for the following:

- a) pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Travel Arrangements;
- b) If Your Travel Supplier cancels Your Trip, You are covered up to the Maximum Benefit shown on the Schedule of Benefits for the reissue fee charged by the airline for the tickets or for the cost charged by the airline to retain Your frequent flyer miles if not used to purchase the airline ticket in conjunction with this Trip. You must have covered the entire cost of the Trip including the airfare;
- c) The fees incurred by You for re-depositing frequent traveler awards (frequent flyer miles, hotel point rewards, etc.) in Your account if You used awards for any part of a Trip that is canceled for a covered reason;

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits.

#### **SPECIAL CONDITIONS:**

You must advise the Company or its authorized representative as soon as possible in the event of a claim.

<b>OPTIONAL TRIP CANCELLATION FOR ANY REASON</b>
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If You purchase this optional benefit, the following coverage is available to You. If You cancel Your Trip for any reason not otherwise covered by this Policy, the Company will reimburse You for the percentage of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Trip shown on the Schedule of Benefits provided:

- a) Your premium is received within the Time Sensitive Period;
- b) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure within twenty-one (21) days of the payment for those arrangements the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added prior to Your Trip;

c) You cancel Your entire Trip two (2) days or more before Your Scheduled Departure Date.

#### TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You interrupt Your Trip after Your departure or if You join Your Trip after Your Scheduled Departure Date due to any of the following Unforeseen reasons that occur while this coverage is in effect for You:

1. Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Return Date.
2. Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You that
  - a.) occurs while You are on Your Trip;
  - b.) requires Necessary Treatment at the time of interruption; and
  - c.) as certified by a Physician, results in medically imposed restrictions as to prevent that person's continued participation on the Trip.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. The death or Hospitalization of Your Host at Destination during Your trip.
5. After one (1) years of continuous employment at the same company, You or Your Traveling Companion are terminated or laid-off during Your Trip, from full time employment by that company through no fault of Your or their own.
6. Your transfer of employment of two hundred fifty (250) miles or more that occurs during Your Trip. The transfer must require Your Home to be relocated.
7. You being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your employer must be presented. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You are a company owner or partner.
8. You or Your Traveling Companion have a previously approved military leave revoked or experience a military re- assignment.
9. You, Your Traveling Companion or, who are military personnel or first responders, and are called to emergency duty to provide aid or relief in the event of a Natural Disaster (this does not include war).
10. Weather at the departure site that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel and prevents You or Your Traveling Companion from reaching Your destination. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this coverage.
11. Natural Disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.
12. Your accommodations at Your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other Natural Disaster. The Company will only pay benefits for losses occurring within fifteen (15) calendar days after the event renders the destination inaccessible. For the purpose of this coverage, inaccessible means Your accommodations can not be reached by Your original mode of transportation. In order to receive benefits under this coverage to remain Home or to return Home when the destination is accessible, You must have four (4) days or fifty percent (50%) of Your total Trip length or less remaining at the time the destination is accessible. Benefits are not payable if the event occurs or if a storm is named
13. A Terrorist Incident that occurs in Your departure city or in a city listed on Your Trip itinerary during Your Trip. This same city must not have experienced a Terrorist Incident within the thirty (30) days prior to the Effective Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This does not include flight connections or other transportation arrangements to reach Your destination. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. A Terrorist Incident that occurs onboard an in-flight aircraft is not covered.
14. You or Your Traveling Companion are a victim of a felonious assault.
15. A documented theft of Your or Your Traveling Companion's passports and/or visas.
16. Death or critical condition diagnosis of Your cat or dog during Your Trip as certified by a Veterinarian at the time of Loss preventing Your continued participation in the Trip. This benefit only applies if this coverage is purchased more than thirty (30) days prior to the Scheduled Departure Date and within seven (7) days of the initial payment for the Trip.
17. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury or subpoenaed during the Trip; having Your Home made Uninhabitable by Natural Disaster; burglary of Your principal place of residence during the Trip.
18. You or Your Traveling Companion being directly involved in a traffic Accident while en route to departure (substantiated by a police report provided by You to the Company).
19. Bankruptcy or Default of an airline or cruise line or Travel Supplier or other travel or camp (other than an organization or firm from whom You purchased Travel Arrangements supplied by others) causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than fourteen (14) days following Your Effective Date. Benefits will be paid



due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if Your Scheduled Departure Date is no more than fifteen (15) months beyond Your Effective Date and Your payment for this Policy is received within and prior to Final Payment and You have insured the full cost of Your Trip.

20. Mechanical breakdown of the Common Carrier's aircraft on which You or Your Traveling Companion are scheduled to travel for at least twelve (12) consecutive hours.
21. Strike that causes complete cessation of services of the Common Carrier with whom You or Your Traveling Companion are scheduled to travel for at least twelve (12) consecutive hours.

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for the following:

- a) unused portion of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Travel Arrangements provided the premium paid is received by the Company (or its authorized representative) and You insure all pre-paid Trip costs;
- b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Travel Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets. In no event will the Company reimburse You for the cash value of Your airline ticket(s) purchased with frequent flier miles;

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits

#### **SPECIAL CONDITIONS:**

You must advise the Company or its authorized representative as soon as possible in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Company, its authorized representative and Your Travel Supplier as soon as reasonable possible.

<b>OPTIONAL TRIP INTERRUPTION FOR ANY REASON</b>
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If You purchase this optional benefit, the following coverage is available to You. If You interrupt Your Trip, forty-eight (48) hours or more after Your actual departure date, for any reason not otherwise covered by this Policy, the Company will reimburse You for the percentage of the

- a) unused portion of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Trip;
- b) the airfare paid less the value of applied credit from an unused travel ticket to return home limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets shown on the Schedule of Benefits; provided:
  - a) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure within twenty-one (21) days of the payment for those arrangements;
  - b) You cancel all (not only a portion) of Your remaining Trip.

<b>MISSED CONNECTIONS</b>
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The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, if You miss Your Cruise or tour departure, scheduled during Your Trip, that results from the cancellation or a delay for between three(3) and six(6) hours of all regularly scheduled airline flights due to the following events:

- a) Documented weather condition preventing You from getting to the point of departure for Your Trip;

Benefits are provided for:

- a) additional transportation expenses needed for You to join Your Trip;
- b) Reasonable Expenses up to the Maximum Benefit per day shown on the Schedule of Benefits;
- c) pre-paid nonrefundable Payments or Deposits for the unused portion of Your Trip.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departures but cancel their Cruise or tour due to Inclement Weather.

### TRIP DELAY

The Company will reimburse You for Covered Trip Delay Expenses, up to the Maximum Benefit shown on the Schedule of Benefits, if You are delayed, while coverage is in effect, en route to or from the Trip for six (6) or more hours due to a defined Hazard.

Covered Trip Delay Expenses:

- a) Any pre-paid, unused, non-refundable land and water accommodations;
- b) Any Reasonable Expenses incurred;
- c) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip;
- d) A one-way Economy Fare to return You to Your originally scheduled return destination;

### OPTIONAL RENTAL CAR DAMAGE

If You purchase this optional benefit, the following coverage is available to You. If You rent a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Company will reimburse the lesser of:

- a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b) The Actual Cash Value of the car;
- c) The Maximum Benefit shown on the Schedule of Benefits.

An Insured must be a licensed driver and listed on the rental car agreement in order for coverage to apply. You have the following duties in the event of Loss due to Rental Car Damage:

- 1. You must take all possible steps to protect the vehicle and prevent further damage to it;
- 2. You must report the Loss to the appropriate local authorities and the rental company as soon as possible;
- 3. You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
- 4. You must provide the Company all documentation such as the rental agreement, police report and damage estimate.

### MEDICAL PROTECTION

#### EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, subject to any Deductible shown on the Schedule of Benefits if You incur Covered Medical Expenses for Necessary Treatment of an Accidental Injury or a Sickness that occurs during the Trip.

Covered Medical Expenses are limited to the list below:

- a) the services of a Physician;
- b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services;
- c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- d) ambulance service;
- e) drugs, medicines and therapeutic services;

The Company will pay benefits, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for Covered Medical Expenses incurred by the Insured for Necessary Treatment or medication for Mental Illness.

The Company will not pay benefits in excess of reasonable and customary charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

**Adventure Sports Coverage:** Benefits under this Coverage will be paid only up to the Adventure Sports Maximum Benefit shown on the Schedule of Benefits if You suffer an Accidental Injury while participating in an Adventure Sport.

**Extreme Sports Coverage:** Benefits under this Coverage will be paid only up the Extreme Sports Maximum Benefit shown on the Schedule of Benefits if You suffer an Accidental Injury while participating in an Extreme Sports event.

If You are hospitalized due to an Accidental Injury or a Sickness, which first occurs during the Trip, beyond the Scheduled Return Date, coverage will be extended for up to ninety (90) days, or until You are released from the Hospital or until You have

exhausted the Maximum Benefits payable under this coverage, whichever occurs first.

#### EMERGENCY EVACUATION

The Company will pay benefits for Covered Evacuation Expenses incurred, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation and verified and arranged by the Travel Assistance Company.

Emergency Evacuation means:

- a) Your medical condition warrants immediate Transportation from the Hospital where You are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained. If elected, Transportation to Your Hospital of choice will begin when You are determined to be stable enough for Transportation. Once You arrive at the Hospital of choice,
- b) after being treated at a local Hospital, Your medical condition warrants Transportation to, Your Home where You reside, to obtain further medical treatment or to recover; or
- c) both a) and b), above.

Covered Evacuation Expenses are reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be:

- a) recommended by the attending Physician;
- b) required by the standard regulations of the conveyance transporting You ; and
- c) authorized in advance by the Company or its authorized Travel Assistance Company and arranged by the Company's authorized Travel Assistance Company.

Notwithstanding the forgoing, in the event the Emergency Evacuation services are not arranged by the Company's authorized Travel Assistance Company, the Company, in its sole discretion, may elect to evaluate the need for the Emergency Evacuation and provide limited reimbursement for the portion of the expenses related to such Emergency Evacuation as would have been authorized by Company's authorized Travel Assistance Company.

Transportation of Minor Children: If You are expected to be in the Hospital for more than seven (7) days following a covered Emergency Evacuation, or pass away during the Trip, the Company will return Your unattended minor child(ren) (under the age of eighteen (18)) who is/are accompanying You on the scheduled Trip, to the domicile of a person nominated by You or Your next of kin with an attendant if necessary.

Hospital Companion:

Transportation to Join You : If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside provided that repatriation is not imminent.

Transportation services are provided if authorized in advance and arranged by the Company or the Company's Travel Assistance Company and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

#### REPATRIATION OF REMAINS

The Company will pay up to the Maximum Benefit shown on the Schedule of Benefits for the Covered Repatriation Expenses

incurred to return Your body to the United States of America if You die during the Trip. This benefit is provided only if authorized in advance and arranged by the Company or the Company's Travel Assistance Company.

Covered Repatriation Expenses include, but are not limited to, expenses for embalming, cremation, minimal casket container and transportation.

#### **BAGGAGE PROTECTION**

#### **BAGGAGE/PERSONAL EFFECTS**

This coverage is subject to any coverage provided by a Common Carrier and all Other Insurance and shall apply only when such other benefits are exhausted. In order for a claim to be processed under this Coverage, a loss or theft report must be filed with local law enforcement authorities, the Common Carrier, Travel Supplier, tour leader or with a representative of the venue or location where the loss or theft took place.

#### **PERSONAL EFFECTS AND PROPERTY**

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You sustain Loss, theft or damage to baggage and Personal Effects during the Trip, provided You have taken all measures possible to protect, save and/or recover the property at all times. The baggage and Personal Effects must be owned by and accompany You during the Trip. There will be a Deductible per occurrence as shown on the Schedule of Benefits.

The Company will pay the lesser of the following:

- a) Actual Cash Value at time of Loss, theft or damage to baggage and Personal Effects; or
- b) the cost of repair or replacement in like kind and quality. There will be a per article limit as shown on the Schedule of Benefits.

#### **EXTENSION OF COVERAGE**

If You have checked property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers Your property or declares such property lost, whichever occurs first.

#### **BAGGAGE DELAY**

The Company will reimburse You for the expense to replace Your necessary Personal Effects in Your Checked Baggage, up to the Maximum Benefit shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than eight (8) hours, while on a Trip except for travel to final destination or Home.

You must be a ticketed passenger on a Common Carrier.

All claims must be verified by the Common Carrier who must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

#### **TRAVEL ACCIDENT PROTECTION**

#### **ACCIDENTAL DEATH & DISMEMBERMENT**

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below.

The Loss must occur within one hundred eighty (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

#### **TABLE OF LOSSES**

Loss of:	Percentage of Principle Sum:
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Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

- 1 hand or foot, means actual complete severance through and above the wrist or ankle joints;
- 2 eye means an entire and irrecoverable Loss of sight;
- 3 speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4 thumb and index finger mean actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

The Company will pay benefits for covered Losses that result from You or Your Traveling Companion being unavoidably exposed to the elements due to an Accident. The Loss must occur within one hundred eighty (180) days after the event that caused the exposure.

#### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty- five (365) days after Your disappearance due to an Accident.

#### ACCIDENTAL DEATH & DISMEMBERMENT - COMMON CARRIER

The Company will pay benefits for Accidental Injuries resulting in a Loss, as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any conveyance operated under a license for the transportation of passengers for hire during the Trip.

The Loss must occur within one hundred eighty (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

#### TABLE OF LOSSES

Loss of:	Percentage of Principle Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

- 1 hand or foot, means actual complete severance through and above the wrist or ankle joints;
- 2 eye means an entire and irrecoverable Loss of sight;

- 3 speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4 thumb and index finger mean actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

The Company will pay benefits for covered Losses that result from You or Your Traveling Companion being unavoidably exposed to the elements due to an Accident. The Loss must occur within one hundred eighty (180) days after the event that caused the exposure.

#### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your or Your Traveling Companion body cannot be located within three hundred sixty- five (365) days after Your or Your Traveling Companion disappearance due to forced landing, stranding, sinking, or wrecking of a conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

<b>EXCLUSIONS</b>
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**The following exclusions apply to: Trip Cancellation, Trip Interruption, Missed Connection, Trip DelayEmergency Accident and Sickness Medical Expense, Accidental Death & Dismemberment, and Accidental Death & Dismemberment – Common Carrier:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;  
The Pre-Existing Condition exclusion will be waived provided:
  - a) Your premium is received prior to or on Your Final Payment due date; and
  - b) You are medically able to travel on Your Effective Date.
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane unless the loss results in the death of a non-traveling Family Member;
3. intentionally self-inflicted injuries;
4. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
5. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro- rata any premium paid, less any benefits paid, for any period during which You are in such service;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental or emotional disorders, unless Hospitalized;
8. participation as an athlete in professional sports;
9. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician unless results in the death of a non-traveling Family Member;
10. intentional commission of or the attempt to commit any dishonest or fraudulent act, or criminal activity (as defined in the jurisdiction where the loss occurred);
11. Participation in Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intramural Sports, or Mountaineering;
12. dental treatment except as a result of an injury to Sound Natural Teeth except as explicitly offered under and Emergency Accident and Sickness Medical Expense;
13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
14. pregnancy and childbirth (except for Complications of Pregnancy) except if Hospitalized;
15. curtailment or delayed return for other than covered reasons;
16. traveling for the purpose of securing medical treatment;
17. services not shown as covered;
18. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
19. confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
20. services and/or supplies that do not meet the definition of Necessary Treatment;
21. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
22. care or treatment that is payable under any Other Insurance policy;

23. Accidental Injury or Sickness when traveling against the advice of a Physician;
24. cosmetic surgery or reconstructive surgery;
25. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
26. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect;

**The following exclusions apply to: Emergency Evacuation, Repatriation of Remains,**

Loss caused by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
2. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro- rata any premium paid, less any benefits paid, for any period during which You are in such service;
3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
4. participation as an athlete in professional sports, amateur sports, Interscholastic Sports, Intramural Sports, or Recreational Sports;
5. participating in Bodily Contact Sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); skydiving; hang-gliding; Parachuting; Mountaineering; Rock Climbing; any motorized race; bungee cord jumping; any motorized speed contest (speed contest shall not include any of the regatta races;) scuba diving unless accompanied by a dive master and unless You are certified to dive or if the depth exceeds fifty (50) feet; or deep sea diving; spelunking or caving; heliskiing; extreme skiing; Extreme Sports; Adventure Sports; This exclusion does not apply if the activity is sponsored by the school/program through which You purchased this Policy;
6. traveling for the purpose of securing medical treatment;
7. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
8. services and/or supplies that do not meet the definition of Necessary Treatment;
9. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
10. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);

**The following exclusions apply to: Baggage/Personal Effects, and Baggage Delay**

The Company will not provide benefits for any Loss or damage to:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft and drones;
8. bicycles (except when checked as baggage with a Common Carrier);
9. household effects and furnishing;
10. antiques and collectors' items;
11. eye glasses, sunglasses or contact lenses;
12. artificial teeth and dental bridges;
13. hearing aids;
14. artificial limbs and other prosthetic devices;
15. prescribed medications;
16. keys, cash, stamps, securities and documents;
17. Tickets;
18. credit cards (except for benefits offered under Baggage/Personal Effects);
19. professional or occupational equipment or property, whether or not electronic business equipment;
20. Personal Computers; cell phones; Personal Computer hardware or software;
21. sporting equipment if loss or damage results from the use thereof;

22. musical instruments;
23. retainers and orthodontic devices.

**Any Loss caused by or resulting from the following is excluded:**

1. breakage of brittle or fragile articles;
2. wear and tear or gradual deterioration;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. confiscation or expropriation by order of any government;
6. war or any act of war whether declared or not;
7. theft or pilferage while left unattended in any vehicle;
8. mysterious disappearance;
9. property illegally acquired, kept, stored or transported;
10. insurrection or rebellion;
11. imprudent action or omission;
12. property shipped as freight or shipped prior to the Scheduled Departure Date.

**The following exclusions apply to Optional Rental Car Damage:**

1. Any obligation You assume under any agreement (except insurance collision Deductible);
2. Rentals of trucks, campers, trailers, off-road or four-wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. Any Loss that occurs if You are in violation of the rental agreement;
4. Failure to report the Loss to the proper local authorities and the rental car company;
5. Damage to any other vehicle, structure or person as a result of a covered Loss.



## AMENDATORY ENDORSEMENTS

These endorsement(s) are made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and the endorsement, the terms of the endorsement will govern.

### Alabama

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

*TRI-TIC-AL-0101 (07-23)*

### Alaska

Throughout the Policy, wherever the phrase "in its sole discretion" appears, it is deleted.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until thirty (30) days after the Company receives Proof of Loss. No such action shall be brought after expiration of three (3) years from the date a claim is denied in whole or in part.

Under the section entitled **GENERAL PROVISIONS**, the **CONTROLLING LAW** provision is replaced with the following:

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where the Insured resides is changed to meet the minimum requirements of that law.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if You have concealed or misrepresented any material fact or circumstance on the application in obtaining the Policy. All statements and descriptions in an application shall be considered to be representations and not warranties. The misrepresentations, omissions, concealment of facts and incorrect statements may not prevent a recovery under the Policy unless they are fraudulent, material to the acceptance of the risk or the hazard assumed, or the Company in good faith would not have issued the Policy or would have issued it differently if the true facts had been known.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy, upon Your request, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIMS** provision is replaced with the following:

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as practicable. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - You must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs, or as soon as practicable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time, provided such proof is furnished and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required. Where possible and/or required by this Policy, independent validation of Proof of Loss must be proved to the Company within the foregoing time periods.

Under the section entitled **GENERAL PROVISIONS**, the **EXAMINATION UNDER OATH** provision is replaced with the following:

**EXAMINATION UNDER OATH** – The Company, or its designated representative, at its own expense, has the right to have You and/or Your Traveling Companion questioned under oath as often as necessary while a claim is pending. You are entitled to have legal representation present when examined under oath.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is revised to include:

Undisputed medical claims, if applicable, will be paid upon receipt of due written Proof of Loss, but not later than thirty (30) calendar days from receipt of Proof of Loss or within fifteen (15) calendar days after receipt of additional information for claims other than an undisputed claim. If the medical claims are not paid within the time limits, accrued interest at 15% per year will be paid beginning from the first day after the time limit until the claim is paid.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. Within ten (10) days after the written demand, each party must notify the other party of the competent appraiser each has selected. Each of the appraisers must select a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the umpire extends the time period, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon You and the Company. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon You and the Company. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal will be paid as determined by the umpire.

Under the section entitled **GENERAL PROVISIONS**, the following **FIRST PARTY CLAIM PAYMENT** and **INSURANCE WITH OTHER INSURERS** provisions are added:

**FIRST PARTY CLAIM PAYMENT** – Undisputed portions of first party claims will be paid within thirty (30) working days of Company receipt of Proof of Loss.

**INSURANCE WITH OTHER INSURERS - If:**

- 1) You have other Travel Insurance in effect at the same time as this Policy covering the Trip as described on Your Schedule of Benefits, and
- 2) This Policy is not in excess of all other valid and collectible insurance or indemnity;

We will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of insurance covering the loss.

The section entitled **COVERAGES** is replaced with the following:

No Coverage is intended to duplicate or overlap any other Coverage or benefit provided under this Policy. Should there be an inadvertent duplication of benefit or coverage, the Company will provide payable benefits under the Coverage with the highest Maximum Benefit or largest scope of coverage subject to any applicable sub-limits up to the point that You are fully indemnified, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

Under the section entitled **TRAVEL PROTECTION**, within the subsection titled **TRIP CANCELLATION**, the SPECIAL CONDITIONS provision is replaced with the following:

**SPECIAL CONDITIONS:**

You must advise the Company or its authorized representative as soon as possible in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Company, its authorized representative and Your Travel Supplier.

Under the **MEDICAL PROTECTION** subsection titled **REPATRIATION OF REMAINS** is replaced with the following:

The Company will pay up to the Maximum Benefit shown on the Schedule of Benefits for the Covered Repatriation Expenses incurred to return Your body to the United States of America if You die during the Trip. Benefits should be authorized in advance and arranged by the Company or the Company's Travel Assistance Company. If the Company or the Company's Travel Assistance Company could not be contacted to arrange for repatriation, benefits are limited to the amount the Company would have paid had the Company or its Travel Assistance Company been contacted.

Covered Repatriation Expenses include, but are not limited to, expenses for embalming, cremation, minimal casket container and transportation.

Under the section entitled **EXCLUSIONS**,  
exclusion 18 is replaced with the following:

- 18 directly caused by, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

*TRI-TIC-AK-0102 (07-23)*

**Arizona**

On page 1 of the policy, the third paragraph is replaced with the following:

All premium is refundable within ten (10) days after receipt if delivered by electronic means or within fifteen (15) days after receipt if delivered by United States Postal Service mail, provided You have not already departed on Your Trip or You have not incurred any claimable losses during that time.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid within thirty (30) days of receipt of due written Proof of Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining

unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

*TRI-TIC-AZ-0103 (07-23)*

## Arkansas

On page 1 of the policy, the third paragraph is replaced with the following:

All premium is refundable within ten (10) days after receipt if delivered by electronic means or within fifteen (15) days after receipt if delivered by United States Postal Service mail, provided You have not already departed on Your Trip or You have not incurred any claimable losses during that time.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS:** No legal action may be brought to recover on the plan within sixty (60) days after written Proof of Loss has been given. No legal action for a claim can be brought against the Company more than five (5) years after the time required for giving Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is revised to include:

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

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, upon mutual agreement either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the following **CLAIM FORMS** provision is added:

**CLAIM FORMS:** When notice of claim is received, the Company will send You forms for filing Proof of Loss within twenty (20) days after a Loss is reported. However, the Company's failure to furnish the forms within twenty (20) days after a Loss is reported will constitute a waiver of Proof of Loss requirements, and the Company may not thereafter require a Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the following **IMPORTANT INFORMATION** provision is added:

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department  
Consumer Services Division  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

*TRI-TIC-AR-0104 (07-23)*

## Connecticut

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Accidental Injury** is replaced with the following:

**Accidental Injury** means accidental Bodily Injury sustained by You that is the direct cause, independent of disease or bodily infirmity or any other cause that occurs while Your coverage is in effect under this Policy.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss and unless all requirements of the Policy have been met.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing. However, after two (2) years from the date of enrollment, no misstatements made during enrollment may be used to void the coverage or deny any claim for loss incurred after the two (2) year period.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is replaced with the following:

**SUBROGATION** - To the extent allowed by law, we, upon making any payment or assuming liability of recovery for You against any person or corporation, may bring an action in Your name to enforce such rights. This provision does not apply to judicial awards of damages.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** provision is deleted.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, upon mutual agreement either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the following **DISPUTE RESOLUTION** provision is added:

**DISPUTE RESOLUTION** - If we are unable to resolve any disputes with You regarding this Policy, You may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816 Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the covered product subject to the Plan, the cost of the product and a copy of the Policy.

Under the section entitled **COVERAGES**, within the benefits entitled **ACCIDENTAL DEATH & DISMEMBERMENT** the sentences which read: "The Principal Sum is the aggregate amount payable under this benefit for all Losses sustained by You and all Traveling Companions. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for Your Loss or the Loss of any one Traveling Companion will be his/her proportional share of this amount" are deleted.

Under the section entitled **COVERAGES**, within the benefits entitled **ACCIDENTAL DEATH & DISMEMBERMENT - COMMON CARRIER**, the sentences which read: "The Principal Sum is the aggregate amount payable under this benefit for all Losses sustained by You and all Traveling Companions. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for Your Loss or the Loss of any one Traveling Companion will be his/her proportional share of this amount" are deleted.

Under the section entitled **COVERAGES**, within the benefits entitled **BAGGAGE DELAY, BAGGAGE/PERSONAL EFFECTS, EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE, EMERGENCY EVACUATION, TRIP DELAY** and **HOTEL/MOTEL BURGLARY (US AND CANADA ONLY)**, the sentences which read: "All Maximum Benefits referred to in this benefit as well as any maximum dollar amounts referred to below are aggregate amounts payable for all Losses sustained by You and all Traveling

Companions" are deleted.

Under the section entitled **EXCLUSIONS**, exclusions 22 and 26 are deleted.

Under the section entitled **EXCLUSIONS**, exclusions 7., 9., 10., and 18. are replaced with the following:

Mental, nervous, emotional, or personality disorders in any form whatsoever unless You are hospitalized for three (3) consecutive days or more after the Policy Effective Date;

Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.);

Commission or the attempt to commit a felony or fraudulent act;

directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination (except **Accidental Death & Dismemberment, Emergency Accident and Sickness Medical Expense** and **Accidental Injury and Sickness – In Hospital Indemnity**);

Under the **EXCLUSIONS** subsection titled "The following exclusions apply to Emergency Evacuation and Repatriation of Remains", exclusion 5. is deleted.

*TRI-TIC-CT-0107 (07-23)*

## Delaware

On page 1 of the policy, the third paragraph is replaced with the following:

All premium is refundable within ten (10) days after receipt if delivered by electronic means or within fifteen (15) days after receipt if delivered by United States Postal Service mail, provided You have not already departed on Your Trip or You have not incurred any claimable losses during that time.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Family Member** is replaced with the following:

Family Member means Your or Your Traveling Companion's legal or common law spouse, civil union partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

*TRI-TIC-DE-0108 (07-23)*

## Georgia

On page 1 of the policy, paragraph 3 is replaced with the following:

All premiums are refundable during the ten (10) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** - Your coverage may be denied and Your Policy may be cancelled if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your

interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is deleted.

Under the section entitled **GENERAL PROVISIONS**, the following **CANCELLATION AND NON-RENEWAL** provision is added:

**CANCELLATION BY THE COMPANY:** The Company has the right to cancel this Policy at any time and for any reason. The Company will mail the notice of cancellation ten (10) days prior to the effective date of cancellation if You have participated in this Policy for less than sixty (60) days. If You have participated in this Policy for sixty (60) days or more, the Company will mail advance notice of cancellation thirty (30) days prior to cancellation.

All notices of cancellation will be mailed to Your last mailing address known by the Company. Premiums will be refunded on a pro-rata basis.

The Company will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

*TRI-TIC-GA-0111 (07-23)*

## Hawaii

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within 30 days after: (a) receipt of acceptable Proof of Loss; (b) we have accepted the claim; and (c) the amount of the claim has been determined and is not in dispute.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **EXCLUSIONS**, the following exclusion is deleted:

Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

*TRI-TIC-HI-0112 (07-23)*

## Idaho

The second paragraph on Page 1 is replaced with:

This Policy of insurance is issued based on the information You provided at the time of purchase and payment of any premium due.

The third paragraph on Page 1 is replaced with:

All premiums are refundable only during the thirty (30) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

The following paragraph on Page 1 is deleted:

In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid in direct proportion of the actual amount paid to the required premium due.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Adventure Sports** is replaced with the following:

Adventure Sports means non-professional and non-competitive sports activities that are generally performed for recreation and leisure, and which are not a Bodily Contact Sport, Extreme Sport, Interscholastic Sport, Organized Sport or Mountaineering. Adventure Sports include but are not limited to: cycling, fishing, swimming, scuba diving for certified divers up to a maximum depth of sixty (60) feet and for uncertified divers up to a maximum depth of thirty (30) feet, snorkeling, white or black water rafting Grades 1-3, canoeing, kayaking, zip-lining, camping, hiking, backpacking, sailing, boating, sledding or tobogganing, snow tubing, ice skating, resort-sponsored activities, and approved activities of the Travel Supplier.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Complications of Pregnancy** is replaced with the following:

**Complications of Pregnancy** means conditions requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy or caused by the pregnancy, such as: acute nephritis, nephrosis, cardiac decompression, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, morning sickness, 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.

Complications of Pregnancy also includes cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, perpetual infection, eclampsia and toxemia.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Hospital** is replaced with the following:

Hospital means a provider that is a short-term, acute, or general hospital that:

- a) is a duly licensed institution;
- b) in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services
- c) has organized departments of medicine and major surgery;
- d) provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
- e) is not, other than incidentally: i) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; ii) a place for the treatment of mental illness; iii) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or iv) a place for the treatment of pulmonary tuberculosis.

**Pre-Existing Condition** means

an illness, disease, or other condition during the one-hundred eighty (180) day period immediately prior to the Effective Date for which You, or Your Traveling Companion, or a Family Member booked to travel with You:

- 1) that would have caused an ordinarily prudent person to seek diagnosis, care or treatment;



- 2) for which medical advice, care or treatment was recommended or received; or
- 3) an existing pregnancy.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than five (5) years after the time required for giving Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of purchase. The Company may deny all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You and/or Your Traveling Companion seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of purchase, at any time during the Policy period, or in connection with the filing or settlement of any claim.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy, at the option of the Company, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced with the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **GENERAL PROVISIONS**, the following **INFORMATION** provision is added:

You may appeal any decision made by the Company to the Idaho Department of Insurance by contacting:

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd Floor  
P.O. Box 83720  
Boise, ID 83720-0043  
1-800-721-3272

Under the section entitled EXCLUSIONS, exclusions 11. and 25. are replaced with the following:

Participation as a professional in Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intramural Sports, or Mountaineering;

Participation as a professional in canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);

*TRI-TIC-ID-0113 (07-23)*

## Indiana

Throughout the policy, the definition of and all references to **Unforeseen** are deleted.

On page 1 of the policy, the third paragraph is replaced with the following:

All premium is refundable only during the thirty (30) day review period until the earlier of: (a) thirty (30) days after the Policy is delivered; or (b) the date of departure. If you depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Accidental Injury** is replaced with the following:

**Accidental Injury** means a Bodily Injury caused by an Accident (of external origin) being the direct and independent cause of the Loss. The Injury must be verified by a Physician in a format acceptable to the Company.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Bodily Injury** is replaced with the following:

Bodily Injury means identifiable physical injury that is caused by an Accident and is solely and independently of another cause, except illness resulting from, or medical or surgical treatment rendered necessary by, such injury.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Trip** is replaced with the following:

**Trip** means scheduled travel with a defined itinerary away from Your Home for which coverage is purchased under this Policy and premium is paid.

Under the section entitled **GENERAL PROVISIONS**, the **CONTROLLING LAW** provision is replaced with the following:

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where the Insured resides is changed to meet the minimum requirements of that law.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

After two years from the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by the applicant on the application for such Policy shall be used to void the Policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such two-year period.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all benefits provided by this Policy, at the option of the Company, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

If any indemnity of this Policy shall be payable to Your estate, or to Your beneficiary who is a minor or otherwise not competent to give a valid release, we may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of Yours or beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

For the purposes of this section a " minor " is a person under the age of eighteen (18) years. A person eighteen (18) years of age or over is competent, insofar as the person's age is concerned, to sign a valid release.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIM** provision is replaced with the following:

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - You or Your designated representative must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of Loss in accordance with state requirements. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof. The Company will pay or deny each clean claim or notify You or Your designated representative of any deficiencies within thirty (30) days if the claim is filed electronically or within forty-five (45) days if the claim is filed via paper.

Under the section entitled **GENERAL PROVISIONS**, the following **ENTIRE CONTRACT; CHANGES, CLAIM FORMS, CHANGE OF BENEFICIARY, MISSTATEMENT OF AGE, TIME LIMIT ON CERTAIN DEFENSES** and **NOTICE TO POLICYHOLDERS** provisions are added:

**ENTIRE CONTRACT; CHANGES** - This Policy, including the endorsement and attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

**CLAIM FORMS** - We, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, You shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**CHANGE OF BENEFICIARY** - Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

**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.

**TIME LIMIT ON CERTAIN DEFENSES** - After 2 years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2 year period.

**NOTICE TO POLICYHOLDERS:** If You have a complaint or claims settlement issue that You do not feel we are properly handling or not handling in a timely manner, You may contact the Indiana Department of Insurance with Your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Public Information/Market Conduct  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461

In the Indianapolis Area: 1-317-232-2395

Under the section entitled **MEDICAL PROTECTION** within the provision titled **EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE**, the second paragraph is replaced with the following:

Covered Medical Expenses are limited to the list below:

- a) the services of a Physician;
- b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services;
- c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- d) ambulance service;
- e) drugs, medicines and therapeutic services

*TRI-TIC-IN-0115 (07-23)*

## Iowa

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be voluntary and non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

*TRI-TIC-IA-0116 (07-23)*

## Kentucky

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIM** provision is replaced by the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced by the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced by the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be voluntary and non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **TRAVEL PROTECTION**, the **GOLF OBLIGATION** provision is deleted.

*TRI-TIC-KY-0118 (07-23)*

## Louisiana

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Domestic Partner** is deleted.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Family Member** is replaced with the following:

Family Member means Your or Your Traveling Companion's legal spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, who reside in the United States, Canada or Mexico.

Under the section entitled **GENERAL PROVISIONS**, the **GOVERNING JURISDICTION** provision is replaced with the following:

**GOVERNING JURISDICTION** – The insurance regulatory agency and courts of Louisiana shall have jurisdiction over this insurance Policy.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** - Your coverage will be denied and coverage cancelled if, before or after a Loss, You, with the intent to deceive, concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You intentionally committed fraud or false swearing in connection with any of the foregoing. You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is replaced with the following:

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. We will contribute, as appropriate, to attorneys' fees incurred in obtaining any such payments from the party liable for the Loss.

Under the section entitled **GENERAL PROVISIONS**, the **OPTIONAL EXTENDED COVERAGE** provision is replaced with the following:

**OPTIONAL EXTENDED COVERAGE** - If, while traveling on Your Trip, You decide, after departure, to extend such Trip beyond Your Scheduled Return Date, You may obtain an extension of coverage, subject to the Company's approval, by contacting Us before Your coverage is scheduled to end. The Company will extend Your coverage under this Policy for up to an additional thirty (30) days from Your Scheduled Return Date, as long as:

- 1) You have not experienced an Accidental Injury or Sickness, or have not had medical treatment during Your Trip;
- 2) Coverage under this Policy is in force at the time You request an extension; and
- 3) You pay any additional required premium for such extension.

Failure to make medical information known will cause Your coverage to be denied or cancelled.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIM** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy, at the option of the Company, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages to covered property shall be automatically denied by Your inability to provide sufficient proof of loss within the time limits and requirements of this Policy. The time limit shall not commence as long as a declaration of emergency is in existence and civil authorities are denying the insured access to the property and shall not be less than one hundred eighty (180) days.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced with the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

*TRI-TIC-LA-0119 (07-23)*

## Maine

The second paragraph on Page 1 is revised to read:

This Policy of insurance is issued in consideration of enrollment and payment of any premium due. All statements in the enrollment are representations and not warranties. Only statements contained in a written enrollment format will be used to reduce benefits or defend a claim.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Accidental Injury** is replaced with the following:

Accidental Injury means Bodily Injury caused by an Accident sustained by the Insured that is the direct cause of the condition for which benefits are provided and that occur while the insurance is in force. The Injury must be verified by a Physician in a format acceptable to the Company.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Actual Cash Value** is replaced with the following:

**Actual Cash Value** means the replacement cost of the insured item of property at the time of loss, less the value of Physical

Depreciation as to the item damaged.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Depreciation** is replaced with the following:

**Physical Depreciation** means the value as determined according to standard business practices.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Sickness** is replaced with the following:

**Sickness** means an illness or disease of the Insured.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** – Your coverage shall be cancelled or denied if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing. You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

Under the section entitled **GENERAL PROVISIONS**, the **OPTIONAL EXTENDED COVERAGE** provision is replaced with the following:

**OPTIONAL EXTENDED COVERAGE** - If, while traveling on Your Trip, You decide, after departure, to extend such Trip beyond Your Scheduled Return Date, You may obtain an extension of coverage, subject to the Company's approval, by contacting the Company before Your coverage is scheduled to end. The Company will extend Your coverage under this Policy from Your Scheduled Return

- 1) You have not experienced an Accidental Injury or Sickness, or have not had medical treatment during Your Trip;
- 2) coverage under this Policy is in force at the time You request an extension;
- 3) You pay any additional required premium for such extension; and
- 4) Your entire Trip length does not exceed one hundred eighty (180) days.

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5% per month from the thirtieth (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. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an umpire. Any figure agreed to by two (2) of the three (3) (the appraisers and the umpire) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the umpire and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, a **POST JUDGMENT INTEREST** provision is added:



**POST JUDGMENT INTEREST** Any post judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

The following is added to the section entitled **GENERAL PROVISIONS**:

Policy Cancellation. In Maine, we may cancel for the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentation made by or with Your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- c) substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- d) failure to comply with reasonable loss control recommendations; or
- e) substantial breach of contractual duties, conditions or warranties.

However, it is agreed that we will only cancel for fraud or material misrepresentation made by or with Your knowledge in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy.

A cancellation notice will be mailed or delivered to You at least 10 days prior to the effective date of cancellation. The notice will state the date cancellation becomes effective and the reason for cancellation. A post office certificate of mailing to You at Your last mailing address known to us will be conclusive proof of receipt of notice on the third calendar day after mailing.

Under the section entitled **MEDICAL PROTECTION**, the following is added to **ACCIDENT AND SICKNESS MEDICAL EXPENSE, EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE, ACCIDENTAL INJURY AND SICKNESS – IN HOSPITAL INDEMNITY**:

Notwithstanding any provisions to the contrary, the daily benefit for Hospital confinement payable under this Policy shall not be less than \$50 per day and not less than thirty-one (31) days during any one period of confinement for each person insured under this Policy and will be paid regardless of other coverage.

Under the section entitled **TRAVEL ACCIDENT PROTECTION**, the following is added to **ACCIDENTAL DEATH & DISMEMBERMENT**:

Notwithstanding any provisions to the contrary, accidental death and double dismemberment amounts payable under this Policy shall be at least \$2,000; single dismemberment amounts payable under this Policy shall be at least \$1,000.

Under the section entitled **TRAVEL ACCIDENT PROTECTION**, the following is added to **ACCIDENTAL DEATH & DISMEMBERMENT - COMMON CARRIER**:

Notwithstanding any provisions to the contrary, accidental death and double dismemberment amounts payable under this Policy shall be at least \$2,000; single dismemberment amounts payable under this Policy shall be at least \$1,000.

*TRI-TIC-ME-0120 (07-23)*

## Maryland

The third paragraph on Page 1 is replaced with:

All premium is refundable only during the fourteen (14) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. You may cancel insurance under the Policy by giving notice to the Company or our plan administrator. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS:** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years from the date it accrues.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the

**MISREPRESENTATION AND FRAUD:** Your coverage shall be cancelled and any claims denied if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is deleted.

*TRI-TIC-MD-0121 (07-23)*

## Mississippi

Under the section entitled **GENERAL PROVISIONS**, the **PHYSICAL EXAMINATION AND AUTOPSY** provision is replaced with the following:

**PHYSICAL EXAMINATION** - The Company, or its designated representative, at its own expense, has the right to have You examined as often as necessary while a claim is pending.

Under the section entitled **GENERAL PROVISIONS**, the following **CHANGE OF BENEFICIARY** provision is added:

**CHANGE OF BENEFICIARY** - The right to change the beneficiary is reserved to You. The consent of the beneficiary shall not be a prerequisite to the surrender of this Policy or to any change of beneficiary, or any other changes to this Policy.

*TRI-TIC-MS-0125 (07-23)*

## Nebraska

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** - Your coverage shall be void if You concealed or misrepresented any material fact or circumstance concerning this Policy, or subject thereof, in obtaining this insurance and such action or inaction deceived the Company to its injury. Also, Your coverage shall be void if You breach a warranty or condition in this Policy at the time of a Loss and such breach contributes to the Loss. You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is replaced with the following:

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. The Company will not exercise the right to Subrogation until You have been made whole.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within fifteen (15) days after receipt of acceptable Proof of Loss or settlement information.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced with the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within fifteen (15) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

*TRI-TIC-NE-0128 (07-23)*

## New Jersey

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Domestic Partner** is replaced with the following:

**Domestic Partner** means a partner who shall be established in New Jersey when:

- a) both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  - 1. a joint deed, mortgage agreement or lease;
  - 2. a joint bank account;
  - 3. designation of one of the persons as a primary beneficiary in the other person's will;
  - 4. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - 5. joint ownership of a motor vehicle;
- b) both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- c) neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- d) neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- e) both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition;
- f) both persons have chosen to share each other's lives in a committed relationship of mutual caring;
- g) both persons are at least 18 years of age;
- h) both persons file jointly an Affidavit of Domestic Partnership; and
- i) neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in

accordance with New Jersey requirements.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIM** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced with the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

*TRI-TIC-NJ-0131 (07-23)*

## New Mexico

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Physician** is replaced with the following:

**Physician** means a licensed practitioner of the healing arts, or a Christian Science Practitioner, acting within the scope of his/her license. The treating Physician may not be You, Your Traveling Companion or a Family Member.

*TRI-TIC-NM-0132 (07-23)*

## North Carolina

Page 1 of the Policy is amended to include the following:

**This program contains a pre-existing conditions limitation. Please read the General Definitions and Exclusions carefully.**

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Complications of Pregnancy** is replaced with the following:

**Complications of Pregnancy** means conditions requiring hospital confinement whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy, including, but not limited to: acute nephritis, nephrosis, cardiac decompression,

missed abortion, pre-eclampsia, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes emergency (non-elective) cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include elective abortion, elective cesarean section, false labor, occasional spotting, morning sickness, physician prescribed rest during the period of pregnancy, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

Under the section entitled **GENERAL DEFINITIONS**, the following is added to the definition of **Hospital**:

Hospital also means:

- a) A place that is accredited as a **Hospital** by the Joint Commission on Accreditation of **Hospitals**, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).
- b) A duly licensed State tax-supported institution, including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** is replaced with the following:

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Policy shall be in excess of all Other Insurance other than private passenger auto no-fault benefits or third party liability insurance (except for Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier, Accidental Death & Dismemberment – Common Carrier (Air Only), and Baggage Delay, and Baggage/Personal Effects, and Accident and Sickness Medical Expense Emergency Accident and Sickness Medical Expense, and except where prohibited by law. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

Under the section entitled **GENERAL PROVISIONS**, the following apply to the Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier, Accidental Death & Dismemberment – Common Carrier (Air Only), Flight Only Accidental Death & Dismemberment, Accidental Injury – In Hospital Indemnity, Accident Medical Expense, Emergency Accident Medical Expense, Sickness – In Hospital Indemnity, Sickness Medical Expense, Emergency Sickness Medical Expense and Rental Car Personal Accident benefits.

The SUBROGATION provision does not apply to the above mentioned benefits.

The **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - The claimant must send the Company, or its designated representative, Proof of Loss within one hundred and eighty (180) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under the section entitled **EXCLUSIONS**, the following exclusion is deleted:

directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

*TRI-TIC-NC-0134 (07-23)*

## North Dakota

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Pre-existing Condition** is replaced with the following:

### Pre-Existing Condition

means an illness, disease, or other condition during the one-hundred eighty (180) day period immediately prior to the Effective Date for which You,, or Your Traveling Companion, or a Family Member booked to travel with You:

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is replaced with the following:

**WHEN YOUR COVERAGE ENDS**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

Optional Trip Cancellation For Any Reason coverage(s) will end on the earlier of: (a) forty-eight (48) hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) the time the Policy terminates;
- e) if You extend the return date, coverage will terminate at 12:01 A.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- f) the time You reach the destination of Your one-way Trip;
- g) the Return Date as stated on Your purchase confirmation.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIM** provision is replaced with the following:

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. Such appraisal will be mutually agreed upon by all parties. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the **PREJUDGMENT INTEREST** provision is added:

**PREJUDGMENT INTEREST** - Any prejudgment interest for a claim brought against us will be paid outside the Policy limits and in accordance with North Dakota law.

*TRI-TIC-ND-0135 (07-23)*

## Oklahoma

The following **FRAUD STATEMENT** and **UNDERWRITING** notices are added:

**FRAUD STATEMENT**

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

**UNDERWRITTEN BY**

This Policy is underwritten by:  
Technology Insurance Company, Inc.  
59 Maiden Lane, 43<sup>rd</sup> Floor, New York, NY 10038

The second (2nd) paragraph on the cover page is replaced with the following:

This Policy of insurance is issued in consideration of application and payment of any premium due. All statements in the application are representations and not warranties. Only statements contained in a written application format will be used to deem the policy voidable, reduce benefits or defend a claim.

The third (3rd) paragraph on the cover page is replaced with the following:

All premium is refundable within fifteen (15) days after receipt if delivered by mail or within ten (10) days after receipt if delivered by any other means, provided You have not already departed on Your Trip or You have not filed a claim during that time.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Family Member** is replaced with the following:

Family Member means Your or Your Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child from the moment of placement with You, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, Domestic Partner who is not related by blood and is of the opposite sex who reside in the United States, Canada or Mexico.

Under the section entitled **GENERAL PROVISIONS**, the **CONTROLLING LAW** provision is replaced with the following:

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law of Oklahoma is changed to meet the minimum requirements of that law.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the

**MISREPRESENTATION AND FRAUD** – Your coverage shall be voidable if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is revised as follows:

The references to 11:59 pm are amended to read 12:01 am.

Under the section entitled **GENERAL PROVISIONS**, the **OPTIONAL EXTENDED COVERAGE** provision is replaced with the following:

**OPTIONAL EXTENDED COVERAGE** - If, while traveling on Your Trip, You decide, after departure, to extend such Trip beyond Your Scheduled Return Date, You may obtain an extension of coverage, subject to the Company's approval, by contacting us before Your coverage is scheduled to end. The Company will extend Your coverage under this Policy for up to an additional thirty (30) days from Your Scheduled Return Date, as long as:

- 1) You have not experienced an Accidental Injury or Sickness, or have not had medical treatment during Your Trip;
- 2) coverage under this Policy is in force at the time You request an extension; and
- 3) You pay any additional required premium for such extension.

Failure to make medical information known will render this coverage extension null and voidable.

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as

soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss or the Actual Cash Value, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of the demand. The appraisers will first select a competent and disinterested umpire and failing for fifteen (15) days to agree upon such umpire, You or the Company, after notice of hearing to the non-requesting party by certified mail, such umpire will be selected by a judge of a district court in the county where the Loss occurred. The appraisers will then appraise the Loss, stating separately Actual Cash Value and Loss to each item and, failing to agree, shall submit their differences only to the umpire. Any figure agreed to by two (2) of the three (3) (the appraisers and the umpire) will determine the amount of the Loss or the Actual Cash Value. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the umpire and the appraisal process.

Under the section entitled **EXCLUSIONS**, the following exclusions are deleted:

participation as a professional in athletics;

directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

Under the section entitled **EXCLUSIONS**, the exclusion which reads:

War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

is replaced with the following:

War or any act of war, whether war is declared or not while serving in military service or any auxiliary thereto;

*TRI-TIC-OK-0137 (07-23)*

## Pennsylvania

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Hospital** is replaced with the following:

Hospital means a facility that:

- a) is an institution operated pursuant to law which is licensed or approved as a hospital by the responsible state agency;
- b) is primarily engaged in providing medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and
- c) provides twenty-four (24) hour nursing service by or under the supervision of registered graduate professional nurse (R.N.s).

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - You must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time, provided such proof is furnished and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. Within fifteen (15) days of receipt of satisfactory Proof of Loss, the Company will advise the claimant of the acceptance or denial of the claim. The Company will not deny a claim on the grounds of a specific Policy provision, condition or exclusion unless reference to the provision, condition or exclusion is included in the denial. The denial will be given to the claimant in writing and the claim file of the claimant will contain a copy of the denial. If the Company needs more time to determine whether the claim should be accepted or denied, the Company will notify the claimant within fifteen (15) working days after receipt of the Proofs of Loss giving the reasons more time is needed. If the investigation remains incomplete, the Company will, thirty (30) days from the date of the initial notification and every forty-five (45) days



thereafter, send to the claimant a letter setting forth the reasons additional time is needed for investigation and state when a decision on the claim may be expected.

Under the section entitled **GENERAL PROVISIONS**, the **ENTIRE CONTRACT: CHANGES** provision is added:

**ENTIRE CONTRACT: CHANGES** - This Policy, including any endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

Under the section entitled **COVERAGES**, the **ACCIDENTAL DEATH & DISMEMBERMENT** provisions are replaced with the following:

#### **ACCIDENTAL DEATH & DISMEMBERMENT**

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below.

The Loss, other than a Loss of life, must occur within one hundred eighty (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

#### **TABLE OF LOSSES**

Loss of:	Percentage of Principle Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
2. eye means an entire and irrecoverable Loss of sight;
3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
4. thumb and index finger mean actual severance through or above the joint that meets the finger at the palm.

#### **EXPOSURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within one hundred eighty (180) days after the event that caused the exposure.

#### **DISAPPEARANCE**

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty- five (365) days after Your disappearance due to an Accident.

Under the section entitled **COVERAGES**, the **ACCIDENTAL DEATH & DISMEMBERMENT COMMON CARRIER** provisions are replaced with the following:

## ACCIDENTAL DEATH & DISMEMBERMENT - COMMON CARRIER

The Company will pay benefits for Accidental Injuries resulting in a Loss, as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any conveyance operated under a license for the transportation of passengers for hire during the Trip.

The Loss, other than a Loss of life, must occur within one hundred eighty (180) days after the date of the Accident causing the Loss. The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount shown in the Table of Losses.

### TABLE OF LOSSES

Loss of:	Percentage of Principle Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
2. eye means an entire and irrecoverable Loss of sight;
3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
4. thumb and index finger mean actual severance through or above the joint that meets the finger at the palm.

### EXPOSURE

The Company will pay benefits for covered Losses that result from You or Your Traveling Companion being unavoidably exposed to the elements due to an Accident of a conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within one hundred eighty (180) days after the event that caused the exposure.

### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your or Your Traveling Companion body cannot be located within three hundred sixty- five (365) days after Your or Your Traveling Companion's disappearance due to forced landing, stranding, sinking, or wrecking of a conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

## Rhode Island

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Domestic Partner** is replaced with the following:

**Domestic Partner:** An individual in an exclusive, intimate and committed relationship with You. This relationship is certified by affidavit that it meets the following qualifications:

- a You and Your Domestic Partner are at least 18 years of age and are mentally competent to contract;
- b You and Your Domestic Partner are not married to anyone else or related by blood;
- c You and Your Domestic Partner reside together and have resided together for at least one (1) year prior to the date of the certified affidavit;
- d You and Your Domestic Partner are financially interdependent as evidenced by two (2) of the following:
  1. A domestic partnership agreement or relationship contract;
  2. A joint mortgage or joint ownership of a primary residence;

3. Two of the following:
  - i. A joint ownership of a motor vehicle;
  - ii. A joint checking account;
  - iii. A joint lease; and/or
4. One (1) person has been designated as a beneficiary for the other person's will, retirement contract or life insurance.

Definitions, provisions and terms denoting a familial or spousal relationship in this Policy, are amended, wherever appearing, to include a Domestic Partner.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Family Member** is replaced with the following:

Family Member means Your or Your Traveling Companion's legal or common law spouse, civil union partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Hospital** is replaced with the following:

**Hospital** means a facility that:

- a) is an institution operated pursuant to law and, with respect to insurers permitted to contract with hospitals, be a contracting hospital; and
- b) is primarily and continuously engaged in providing or operating either on its premises or in facilities available to the hospital on a pre-arranged basis and under the supervision of a staff of duly licensed physicians, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and
- c) Provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (R.N. 's).

Hospital does not include:

- a) Convalescent homes, convalescent, rest or nursing facilities; or
- b) Facilities primarily affording custodial, educational or rehabilitory care; or
- c) Facilities for the aged, drug addicts, or alcoholics; or
- d) Any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or agency thereof for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability exists for charges made to the individual for such services.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Pre-Existing Condition** is replaced with the following:

**Pre-Existing Condition** means:

- a the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the one-hundred eighty (180) day period immediately prior to the Effective Date for which You, or Your Traveling Companion, or a Family Member booked to travel with You: or
- b a condition for which medical advice or treatment was recommended by a physician or received from a physician within the one-hundred eighty (180) day period immediately prior to the Effective Date for which You, or Your Traveling Companion, or a Family Member booked to travel with You

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy, at the option of the Company, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIM** provision is replaced with the following:

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative. Failure to give notice of claim within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such notice of claim is furnished as soon as reasonably possible.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt of due written Proof of Loss in accordance with state requirements. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced with the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

*TRI-TIC-RI-0140 (07-23)*

## South Carolina

The 3<sup>rd</sup> paragraph on Page 1 is replaced with the following:

All premium is refundable only during the review period of (a) fifteen (15) days after the date of delivery of the Policy's fulfillment materials by postal mail; or (b) ten (10) days after the date of delivery of the Policy's fulfillment materials by means other than postal mail provided You have not already departed on Your Trip and or filed a claim under this Policy. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Pre-Existing Condition** is replaced with the following:

**Pre-Existing Condition** means

an illness, disease, or other condition during the one-hundred eighty (180) day period immediately prior to the Effective Date for which You, , or Your Traveling Companion, or a Family Member booked to travel with You.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the **CONTROLLING LAW** provision is replaced with the following:

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where the Insured resides is changed to meet the minimum requirements of that law.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR ANNUAL POLICY BEGINS AND ENDS** provision is amended by adding the following:

Cancellation by You

You may cancel the Policy at any time by returning it to the Company or by letting the Company know in writing that You wish the Policy to be canceled and the date that cancellation is to take effect. This cancellation notice should be sent to our administrative office or to the Company's designated representative. The Company will refund the pro rata unearned premium if You cancel this Policy.

Non-renewable

This Policy is non-renewable. Your coverage will end on the earlier of:

1. The end of the period for which the premium was paid; or
2. On the three hundred sixty-fourth (364<sup>th</sup>) day following the date the premium was paid to the Company or our authorized representative.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIM** provision is replaced with the following:

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

Under the section entitled **GENERAL PROVISIONS**, the **PHYSICAL EXAMINATION AND AUTOPSY** provision is replaced with the following:

**PHYSICAL EXAMINATION AND AUTOPSY** - The Company, or its designated representative, at its own expense, has the right to have You examined as often as reasonably necessary while a claim is pending. The Company, or its designated representative, at its own expense, also has the right to have an autopsy made unless prohibited by law. The autopsy will be performed in South Carolina.

Under the section entitled **EXCLUSIONS**, the following exclusion is deleted:

directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

*TRI-TIC-SC-0141 (07-23)*

## South Dakota

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Domestic Partner** is replaced with the following:

**Domestic Partner** means, where permitted by law, a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Physician** is replaced with the following:

**Physician** means a licensed practitioner of medical, surgical or dental services, or a Christian Science Practitioner, acting within the scope of his/her license. The treating Physician may not be You, Your Traveling Companion or a Family Member unless he or she is the only Physician in the area and is acting within the scope of his or her license.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** is and replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. Such appraisal will be mutually agreed upon by all parties and any determination made is not binding on either party. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **EXCLUSIONS**, exclusion 9. is replaced with the following:

expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony;

Under the section entitled **EXCLUSIONS**, exclusion 10. is replaced with the following:

commission of a felony;

Under the section entitled **EXCLUSIONS**, exclusion 21. is replaced with the following:

21. care or treatment for which compensation is paid under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;

*TRI-TIC-SD-0142 (07-23)*

## Texas

The 3<sup>rd</sup> paragraph on Page 1 is replaced with the following:

All premium is refundable only during the fifteen (15) day period following the date of delivery of the Policy's fulfillment materials by United States mail or the ten (10) day period following the date of delivery of the Policy's fulfillment material by means other than United States mail provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

Under the section entitled **GENERAL DEFINITIONS**, a definition of **Business Day** is added:

Business Day means all days except Saturday, Sunday, or holidays recognized by Texas.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than two (2) years and one (1) day from the date the cause of action first accrues.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced with the following:

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of application. To the extent permitted by Texas Insurance Code sections 705.003 and 705.004, the Company may void all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You and/or Your Traveling Companion seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of application, at any time during the Policy period, or in connection with the filing or settlement of any claim.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is replaced with the following:

#### **WHEN YOUR COVERAGE ENDS**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

Optional Trip Cancellation For Any Reason coverage(s) will end on the earlier of: (a) forty-eight (48) hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- e) the time You reach the destination of Your one-way Trip;
- f) the Return Date as stated on Your purchase confirmation.

Coverage will not end solely because an Insured is an elected official in Texas.

Under the section entitled **GENERAL PROVISIONS**, in the **PAYMENT OF CLAIMS** provision the sentence which reads "Any payment made in good faith will discharge the Company's liability to the extent of the claim" is deleted.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIM** provision is replaced with the following:

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative as soon as practicable after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - You must submit Your claim to the Company as soon as practicable.

Within fifteen (15) days after the Company receives notice of a claim, the Company will:

- a) acknowledge receipt of the claim. If acknowledgement of the claim is not made, in writing, the Company will make a record of the date, means, and content of the acknowledgement;
- b) commence any investigation of the claim; and
- c) request from You all items, statements, and forms that the Company reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

The Company will notify You in writing of the acceptance or rejection of a claim no later than fifteen (15) days after the Company receives all Proof of Loss required by the Company. If the Company rejects the claim, the Company will tell You the reasons for the rejection. If the Company unable to accept or reject the claim within fifteen (15) days after the Company receives all Proof of Loss required, the Company will notify You within the fifteen (15) -day period and tell You why the Company needs additional time to investigate the claim. If the Company require additional time to investigate Your claim, the Company will notify You if the Company accepts or rejects the claim no later than forty-five (45) days after the Company request additional time to investigate the claim.

Under the section entitled **GENERAL PROVISIONS**, the **EXAMINATION UNDER OATH** provision is replaced with the following:

**EXAMINATION UNDER OATH** – The Company, or its designated representative, at its own expense, have the right to have You and/or Your Traveling Companion questioned under oath as often as necessary while a claim is pending. In the event the individual being questioned is a minor, the minor has a right to have a parent or guardian present.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Claims will be paid no later than the fifth (5<sup>th</sup>) Business Day after the Company has notified the claimant that the claim is covered. If the Company's payment of such claim is conditioned on Your performance of an act requested by the Company, the Company will pay the claim no later than the fifth (5<sup>th</sup>) Business Day after the date You perform such act. If payment of the claim is delayed, the Company will pay the claim plus eighteen percent (18%) interest per year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Insurance Commissioner, the claims-handling deadlines imposed under this section are extended for an additional fifteen (15) days.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF LOSS** provision is replaced with the following:

**NOTICE OF LOSS** - If Your property covered under this Policy is lost, stolen or damaged, You must:

- a) notify the Company, or its authorized representative as soon as possible;
- b) take immediate steps to protect, save and/or recover the covered property;
- c) give notice as soon as practicable to the carrier, Travel Supplier, property manager or bailee who is or may be liable for the Loss or damage and provide a copy of such notification to the Company;
- d) notify the police or other authority in the case of robbery or theft as soon as practicable and provide a copy of such report to the Company; and
- e) complete all steps required by local police or authorities to pursue investigation of the claim in the case of robbery or theft.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, within thirty (30) days of the date of the disagreement either You or the Company can make a written demand for an appraisal. Within fifteen (15) days after the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion within fifteen (15) days of their selection on the amount of the Loss. If they do not agree, they will select an arbitrator within fifteen (15) days from the date of their opinion. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **TRAVEL PROTECTION**, within the **TRIP CANCELLATION** provision, the section titled **SPECIAL CONDITIONS** is replaced with the following:

**SPECIAL CONDITIONS:** You must advise the Company or its authorized representative as soon as practicable in the event of a claim.

Under the section entitled **TRAVEL PROTECTION**, within the **TRIP INTERRUPTION** provision, the section titled **SPECIAL CONDITIONS** is replaced with the following:



**SPECIAL CONDITIONS:** You must advise the Company or its authorized representative as soon as practicable in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Company, its authorized representative and Your Travel Supplier as soon as reasonably practicable. Under the section entitled **EXCLUSIONS**, the Introductory paragraph is replaced with the following:

The following exclusions apply to: Trip Cancellation, Trip Interruption, Missed Connection, Trip Delay, Emergency Accident and Sickness Medical Expense, Accidental Death & Dismemberment, and Accidental Death & Dismemberment – Common Carrier:

Under the section entitled **EXCLUSIONS**, Exclusion 10. is replaced with the following:

intentional commission of or the attempt to commit any dishonest or fraudulent act, or criminal activity where the Loss or damage was intended by You;

Under the **EXCLUSIONS** subsection titled “**The following exclusions apply to Optional Rental Car Damage**” is deleted.

*TRI-TIC-TX-0144 (03-25)*

## Virginia

The second paragraph on Page 1 is revised to read:

This Policy of insurance is issued in consideration of application and payment of any premium due. All statements in the application are representations and not warranties. Only statements contained in a written application format will be used to void insurance, reduce benefits or defend a claim and only after a copy of the enrollment is furnished to You, Your beneficiary or Your

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Family Member** is replaced with the following:

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is deleted.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** - The Company shall provide You forms for filing Proof of Loss. If the forms are not furnished within fifteen (15) days after the Company received notice of any claim under the Policy, You shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent umpire. After examining the facts, each of the two (2) umpires will give an opinion on the amount of the Loss. If they do not agree, they will select an impartial umpire. Any figure agreed to by two (2) of the three (3) (the umpires) will be non-binding. The umpire selected by You will be paid by You. The Company will pay the umpire they choose. You will share equally with the Company the cost for the umpire and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the following **MISSTATEMENT OF AGE** and **VALIDITY OF POLICY COVERAGE**

provisions are added:

**MISSTATEMENT OF AGE** - An equitable adjustment of premium shall be made if Your age has been inadvertently misstated in Your enrollment or the Company's issuance of this Policy.

**VALIDITY OF POLICY COVERAGE** - The validity of this Policy shall not be contested after it has been in force for two (2) years from the date of issue, except for non-payment of premium. No statement made by You relating to Your insurability shall be used in contesting the validity of Your insurance with respect to which such statement was made: 1) after the insurance has been in force prior to the contest for a period of two (2) years, and 2) unless the statement is contained in a written instrument signed by You.

*TRI-TIC-VA-0147 (07-23)*

## West Virginia

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is replaced with the following:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss, but in no event more than fifteen (15) working days following the date the Company and You reach an agreement on the amount of loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

All or a portion of all benefits provided by this Policy, at the option of the Company, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

Under the section entitled **GENERAL PROVISIONS**, the **SETTLEMENT OF LOSS** provision is replaced with the following:

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered, but in no event more than fifteen (15) working days following the date the Company and You reach an agreement on the amount of loss. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. You and the Company will each select its own competent appraiser. After examining the facts, each of the two (2) appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will establish the amount of the claim. Such appraisal will be voluntary and will be by mutual consent of all parties. The appraiser

selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

*TRI-TIC-WV-0149 (07-23)*

## Wisconsin

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision replaced with the following:

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. The Company's ability to recover is limited to the amount remaining after You have been made whole.

Under the section entitled **GENERAL PROVISIONS**, the following is added to **PAYMENT OF CLAIMS**:

Claims will be paid within thirty (30) days of agreement.

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is replaced with the following:

**PROOF OF LOSS** – Your or Your representative must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. This must be a detailed sworn statement. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS**: If You and the Company fail to agree as to the Actual Cash Value or the amount of Loss, on the written demand of either, each will select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers will first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, on request of You or the Company, such umpire will be selected by a judge of a court of record in the state in which the property covered is located. The appraisers will then appraise the Loss, stating separately the Loss to each item; and, failing to agree, will submit their differences to the umpire. An itemized award in writing of any two when filed with the Company will determine the amount of Actual Cash Value and Loss. Each appraiser will be paid by the party selecting him or her and the expenses of appraisal and umpire shall be paid by the parties equally.

Under the section entitled **EXCLUSIONS**, the following exclusion is deleted:

directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

*TRI-TIC-WI-0150 (07-23)*

## Wyoming

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than four (4) years after the time required for giving Proof of Loss.

*TRI-TIC-WY-0151 (07-23)*

## Runway Health: Pre-Travel Medication Readiness

Travel health is about preparing for your journey with the right medications, vaccines, and physician support—ensuring you stay healthy, confident, and ready to explore without disruptions. Your plan includes access to Runway Health, a leading telehealth platform connecting travelers with U.S. licensed physicians for **pre-travel** medication consultations. Enjoy unparalleled peace of mind and preparedness to mitigate common travel ailments.

### With Runway Health, you can:

- Consult with a physician online before departure
- Get prescribed medications delivered to your door in just a few days
- Prevent common travel illnesses like malaria, motion sickness, altitude sickness, typhoid, nausea and traveler's diarrhea
- Access ongoing physician support before, during, and after your trip

With Runway, you can travel healthier, safer, and better prepared—so you can focus on enjoying your journey without compromise.

To get started, visit [travel.runwayhealth.com](https://travel.runwayhealth.com) to access your consultation.

## Traveler Lounge Pass

Traveler Lounge Pass is an additional service included with your plan. It provides you with an airport lounge pass which allows you the convenience of free airport lounge access at eligible lounges if your pre-registered flight is delayed by more than two (2) hours. The services available at airport lounges vary by location but often feature comfortable seating, free Wi-Fi and complimentary snacks and drinks. Some lounges offer amenities like private rooms, office spaces, showers, and spas for an additional fee. Visiting an airport lounge can make your trip much more enjoyable, especially during a delay.

> Register Your Flight and All Travelers under the policy at least 24 hours before the scheduled departure time here: [Go.TravelerLoungePass.com](https://Go.TravelerLoungePass.com)

Travel Lounge Pass is not available if you do not register your flight and details of all persons traveling with you under this travel insurance plan on [Go.TravelerLoungePass.com](https://Go.TravelerLoungePass.com) at least twenty-four (24) hours before your scheduled flight departure time or if your coverage is not active. If your delay airport does not have an eligible airport lounge, you may still receive an airport lounge pass and keep it to use at any eligible airport lounge worldwide within 6 months of the delay date.

If you have questions about how registering, how to use the benefit or need assistance, please contact us at 888-301-9289 or 251-661-0924.

FAQ's can be accessed at [Go.TravelerLoungePass.com](https://Go.TravelerLoungePass.com)

Please ensure you have read and understood our [Privacy Policy](#) and [Terms](#) of use of the website before registering.

## **Travel Assistance Program Description – Provided by On Call International**

### **FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY**

CALL TOLL FREE:

855-226-2416 within the United States and Canada

OR CALL COLLECT:

603-328-6308 From all other locations

#### **Emergency Transportation Services**

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

#### **Travel Support Services**

- **Interpretation/Translation:** Upon request, On Call can assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call can refer you to local translators.
- **Locating Lost or Stolen Items:** On Call can help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- **Medical Monitoring:** During a medical emergency resulting from an accident or sickness, On Call may monitor your case to determine whether the care is adequate from a Western Medical perspective.
- **Medical and Dental Search and Referral:** On Call can assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- **Advance of Emergency Medical Expenses:** On Call can advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- **Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses:** On Call can arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. On Call can also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.
- **Transfer of Insurance Information and Medical Records:** Upon your request, On Call can help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- **Assistance with Vaccine and Blood Transfers:** If based upon your physician's prescription, needed vaccines or blood products are not available locally, On Call can coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

## Non-Insurance Personal Assistance Services

These are Non-Insurance Services provided by On Call International:

- **Pre-Trip Information:** Upon request, On Call can provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- **Interpretation/Translation:** If during your Trip you need an interpretation, On Call can assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call can refer you to local translators.
- **Legal Referral/Bail:** Upon request, On Call can provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, On Call can notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.
- **Emergency Cash Advance:** On Call can advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

**Make a Claim ONLINE** <https://mysurego.com/claims/submit-claim/>

SureGo Administrative Services

PO Box 2069

Fairhope AL, 36533

Email: [claims@mysurego.com](mailto:claims@mysurego.com)

Claim Status call Toll Free:(833) 853-1822 Direct Dial:(201) 379-1320

**IMPORTANT** - To facilitate prompt claims settlement, make the claim online using the online link and follow the prompts online or these guidelines so you can provide appropriate evidence and supporting documentation when making your claim. Please note each claim is different and you may need to supply additional documents after a claim review.

For Trip Cancellation

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Proof of Trip Cancellation/Refund. A letter from the travel supplier showing the cancellation date, amount forfeited, and amount refunded/credited. If no refunds, the document should indicate the amount paid is nonrefundable.
- Original Trip Itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip Payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Documentation for the cancellation specific to the reason provided ex: for your injury/sickness you will need an Attending Physician statement. Other reasons may require a documented death certificate, termination or transfer of employment letter, terrorist incident, etc. The online claim tool can help you with uploading the required documents when making the claim.
- Airline Booking Agreement - In the event of death or illness the airline will often refund a non-

refundable ticket. If a refund is not available, most airline tickets can be used up to one year from the original date of issue with a change fee. By claiming your tickets with us, you agree that you have not used or exchanged the tickets and will not use them as credit in the future.

#### For Trip Interruption

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Other documentation which demonstrates that your trip was interrupted due to a covered peril under the Trip Interruption coverage.
- Original trip itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Refund/Credits for unused Trip segments.
- Proof of Cancellation of Trip segments.
- Documentation for interruption specific to the reason provided for the interruption. Example: Physician medical reports/receipts, death certificate, termination, terrorist incident etc.).

#### For Missed Connection/Trip Delay

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Original Trip itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Receipt(s) for covered expenses incurred.
- Documentation which demonstrates that your trip was delayed due to a covered peril under the Trip Delay coverage including written documentation from the **airline** on reason for delay.

#### For Lost/Stolen Baggage and Personal Effects

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Original Trip Itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Itemized Listing of Lost/Damaged/Stolen covered items showing a detailed description and retail value. Original purchase receipts for each item and date of purchase.
- Copy of boarding pass.
- Copy of baggage tags.
- Proof of loss– Travel Supplier baggage claim form (Property Irregularity Report with outcome).
- Incident report from authorities.
- Homeowners insurance or rental insurance explanation of benefits may be required if coverage is excess.

#### For Baggage Delay

**Note:** You must first notify the carrier that had possession of the bag when it was delayed and be able to show proof of when the bag(s) were delivered.

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Original Trip Itinerary and invoice with dates of travel.
- Copy of baggage tags.



- Receipts for any necessary personal items purchased as a result of the delay; and mark each receipt with the type of items purchased.
- Proof of baggage delay (airline notification).
- Proof of Delivery - Copy of signed document showing the date and time the bags were received by you or by the airline.

#### For Damaged Baggage

**Note:** You must first file a claim with the common carrier that had possession of the bag when it was damaged. We need a copy of the itemized claim filed with the common carrier as well as the results of that claim as this policy pays secondary.

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Original Trip Itinerary and invoice with dates of travel.
- Photographs of damage.
- Itemized listing of damaged items showing a detailed description and retail value and purchase date. Include original receipts for each item or comparable from the internet.

#### For Change/Cancellation Fee:

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Original itinerary.
- Changed itinerary.
- Documentation for change/cancellation fee application.

#### For Emergency Accident or Sickness:

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Original trip itinerary and invoice with dates of travel and total trip cost.
- **Physician visit medical records**, proof of payment for the visit, prescription payment receipts and other supporting documents. (Other the counter medications are not covered).
- Primary medical insurance carrier explanation of benefits, showing claim outcome may be required.

#### For Collision/Loss Damage:

- Completed claim form <https://mysurego.com/claims/submit-claim/>
- Original trip itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Rental care agreement and proof of payment.
- Repair bill.
- Incident report from rental agency.
- Incident report from authorities.