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# **CORPORATE GROUP PLAN**

Indiana

#### **United States Fire Insurance Company**

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### TRAVEL INSURANCE POLICY

#### **Corporate Group Plan**

This Policy describes the group travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our".

#### PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS

This Policy is a legal contract issued in consideration of the signed Application of the Policyholder, a copy of which is attached.

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO Michael P. McTigue Secretary

#### Questions regarding the coverage under the Policy should be directed to:

#### United States Fire Insurance Company 1-800-392-1970

If the Insured or the Policyholder (a) needs the assistance of the governmental agency that regulates insurance; or (b) has a complaint with the insurer that has not been able to be resolved, the Insured or Policyholder may contact the department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance Consumer Services Division 311 West Washington Street, Suite 300 Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.

#### **TABLE OF CONTENTS**

	SCHEDULE OF BENEFITS
SECTION I	COVERAGE PROVISIONS
SECTION II	WHEN COVERAGE BEGINS AND ENDS
SECTION III	EXTENSION OF COVERAGE
SECTION IV	TRAVEL ARRANGEMENT PROTECTION
SECTION V	TRAVEL INSURANCE BENEFITS
SECTION VI	ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS
SECTION VII	GENERAL DEFINITIONS
SECTION VIII	EXCLUSIONS AND LIMITATIONS
SECTION IX	PREMIUMS
SECTION X	CLAIMS PROCEDURES
SECTION XI	HOW TO FILE A CLAIM
SECTION XII	GENERAL PROVISIONS

#### **SCHEDULE OF BENEFITS**

No benefits will duplicate any other benefit or coverage provided under this Policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

SECTION IV Travel Arrangement Protection Benefit(s)	Maximum Benefit Amount
Trip Interruption	100% of non-refundable insured Trip Cost, up to a maximum of \$2,500
Trip Delay 6 hours	\$1,500
Medical Evacuation and Repatriation of Remains	\$25,000
Emergency Medical Evacuation	included
Medically Necessary Repatriation	included
Repatriation of Remains	included
Medical Escort	included
SECTION V Travel Insurance Benefits	Maximum Benefit Amount
Emergency Accident & Sickness Medical and Dental Expense	\$50,000
Dental Expense sublimit	\$250
SECTION VI Accidental Death and Dismemberment Benefits	Maximum Benefit Amount
Accident Death and Dismemberment	aggregate \$1,000,000
24-Hour	\$10,000

#### **SECTION I COVERAGE PROVISIONS**

#### Who Is Eligible For Coverage

A person who is booked to travel on a Trip. Coverage is only available for persons under age 71.

#### **Non-Refundable Provision**

After the 10 day review period, the plan cost for the Insured's program is non-refundable.

#### SECTION II WHEN COVERAGE BEGINS AND ENDS

#### When Coverage Begins:

#### This is the Insured's Effective Date and time for Trip Interruption:

Coverage begins when the Insured departs on his/her first scheduled Travel Arrangement (or if the Insured must use an alternate Travel Arrangement after his/her Scheduled Departure Date to reach the Insured's Scheduled Destination, on the Scheduled Departure Date) for the Insured's Trip.

This is the Insured's Effective Date and time for Trip Delay: Coverage begins when the Insured departs on his/her first scheduled Travel Arrangement (or if the Insured must use an alternate travel arrangement after the Scheduled Departure Date to reach the Scheduled Destination, on the Scheduled Departure Date) for the Insured's Trip.

This is the Insured's Effective Date and time for All Other Coverages: Coverage begins on the date and time the Insured departs on the first Travel Arrangement (or alternate travel arrangement if the Insured must use an alternate Travel Arrangement to reach the Scheduled Destination) for his/her Trip.

#### When Coverage Ends:

All Coverages: The Insured's coverage automatically ends on the earlier/est of

- 1. the date the Insured completes his/her Trip;
- 2. the Scheduled Return Date;
- 3. The Insured arrival at his/her Return Destination on a round Trip, or the Insured's Scheduled Destination on a one-way Trip;
- 4. cancellation of the Insured's Trip covered by this Policy.

#### SECTION III EXTENSION OF COVERAGE

#### **Automatic Extension of Coverage**

All coverages will be extended if the Insured's entire Trip is covered by this Policy and the Insured's return is delayed due to unavoidable circumstances beyond the Insured's control. This extension of coverage will end on the earlier of the date the Insured reaches his/her originally scheduled Return Destination or 10 days after the originally Scheduled Return Date.

#### **Medical Evacuation and Repatriation Extension**

If the Insured incurs a covered Injury or Sickness on his/her Trip and a treating Physician certifies that the Insured is not Medically Fit to Travel to his/her Return Destination on the Scheduled Return Date, the Medical Evacuation and Repatriation benefit will be automatically extended until the Insured is Medically Fit to Travel and transported to the Insured's Primary Residence or the Insured reached the Maximum Benefit Amount shown in the Schedule of Benefits.

#### SECTION IV TRAVEL ARRANGEMENT PROTECTION

#### TRIP INTERRUPTION

If the Insured must start their Trip late or are unable to complete their Trip, We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused, forfeited, prepaid non-refundable Payments or Deposits paid for the land or water Travel Arrangements the Insured purchased for their Trip plus the Additional Transportation Cost paid to either:

- a) join the Insured's Trip if the Insured must depart after the Scheduled Departure Date or travel via alternate travel arrangements;
- b) rejoin the Insured's Trip from the point where the Insured interrupted their Trip to the next Scheduled Destination; or
- c) transport the Insured to their originally scheduled Return Destination of their Trip.

The benefit payable for the above will not exceed the cost of a one-way economy airfare (or first or business class, if the original tickets were first or business class) by the most direct route less any refunds paid or payable for the Insured's unused original tickets.

Trip Interruption must occur while coverage is in effect for the Insured due to any of the following covered Unforeseen reasons, as defined:

- 1. the Insured's, a Family Member's, or the Insured's Traveling Companion's, or a Business Partner's death, which occurs while the Insured is on their Trip;
- 2. the Insured's, a Family Member's, or the Insured's Traveling Companion's, or a Business Partner's Sickness or Injury that:
  - a) occurs while the Insured is on their Trip;
  - b) is examined and treated by a Physician prior to the time of interruption unless it is not reasonably possible to do so; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent the Insured's continued participation on their Trip.

Sickness or Injury of the Insured's Business Partner must be so disabling as to reasonably cause the Insured to interrupt their Trip to assume daily management of the business.

- 3. Sickness, Injury, or death of the Insured's Child Caregiver, which results in medically imposed restrictions as certified by a Physician at the time of loss preventing the Insured continuing on their Trip. A Physician must advise the Child Caregiver is unable to provide basic childcare services while the Insured is on their Trip;
- 4. the Insured or the Insured's Traveling Companion must interrupt their Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

#### Other Covered Events means:

- 1. the Insured or the Insured's Traveling Companion has Complications of Pregnancy which is verified by medical records and occurs while the Insured or the Insured's Traveling Companion are on their Trip;
- 2. mandatory evacuation ordered by local government authorities at the Insured's Scheduled Trip Departure City or Scheduled Destination due to a Natural Disaster or hurricane named after the Effective Date of the Trip Interruption benefits which prevents the Insured from traveling to/arriving at their Scheduled Trip Departure City or Scheduled Destination;
- 3. the Insured or the Insured's Traveling Companion are delayed due to a traffic accident, while en route to their Scheduled Destination. The traffic accident must be documented by a police report or news report;
- 4. Inclement Weather that causes a: complete cessation of services for at least 24 consecutive hours of a Common Carrier on which the Insured or the Insured's Traveling Companion are scheduled to travel which prevents the Insured or the Insured's Traveling Companion from reaching their Scheduled Destination.
- 5. the Insured's Scheduled Destination is under a hurricane warning, as issued by the NOAA Hurricane Center, after the Scheduled Departure Date;
- 6. the Insured or the Insured's Traveling Companion are hijacked or Quarantined;
- 7. the Insured or the Insured's Traveling Companion are subpoenaed or required to serve on a jury;
- 8. a Terrorist Incident that occurs during the Insured's Trip:

- a. within 30 miles of a city listed on the scheduled itinerary of the Insured's Trip;
- b. Note: if an incident occurs in a city within 30 days prior to the Insured's insurance purchase, all other incidents in that same city are excluded;
- 9. Security Breach, Civil Disorder or Riot occurs during the Insured's Trip for at least 24 consecutive hours, which prevents the Insured from arriving at or continuing onto their Scheduled Destination as shown on their itinerary;
- 10. a theft or loss of passports or travel documents or visas while on the Insured's Trip, specifically required for the Insured's Trip, which is substantiated by a police report;
- 11. the Insured or the Insured's Traveling Companion are the victim of a Felonious Assault while on their Trip;
- 12. A travel alert or travel warning for levels 4 and higher is issued, after the Effective Date of the Insured's Trip Interruption Coverage, to a Scheduled Destination specifically listed on their Itinerary. The travel alert/warning, etc. must occur during the Insured's scheduled Trip. For up-to-date information refer to the U.S. State Department website at
  - $a. \quad \underline{\text{https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html}.$

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount the Insured prepaid for their Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

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

#### TRIP DELAY

We will reimburse the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses if the Insured's Trip is delayed at least 6 consecutive hours from the original departure time and prevents the Insured from reaching their Scheduled Destination.

The Trip Delay must occur while coverage is in effect for the Insured due to any of the following covered Unforeseen reason(s).

- the Insured or the Insured's Traveling Companion are directly involved in and are delayed due to a traffic accident, while en route to their Scheduled Trip Departure City. The traffic accident must be documented by a police report or news report;
- 2. Common Carrier delay;
- 3. a documented theft of the Insured's or the Insured's Traveling Companion's passports or travel documents or visas specifically required for their Trip. The theft must be substantiated by a police report;
- 4. the Insured or the Insured's Traveling Companion are hijacked or Quarantined;
- 5. Injury, Sickness or death of the Insured or the Insured's Traveling Companion.

If the Insured incur more than one delay in the same Trip, We will reimburse the Insured, up to the Maximum Benefit Amount in the Schedule of Benefits, for the delay with the largest benefit.

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

#### **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when the Insured suffers a Sickness, Injury, or Loss of life, during the Insured's Trip, for the following:

#### **Emergency Medical Evacuation**

We will pay for the Usual and Customary transportation expenses for an Emergency Medical Evacuation, to the nearest suitable Hospital or medical facility where Medically Necessary treatment is available to treat an Unforeseen Sickness or Injury provided:

T7000GBP-IN 7 BISCGB-1-IN

- 1. the local attending Physician and Our designated Travel Assistance Services Provider determine that the Insured's condition is acute, severe or life threatening; and
- 2. that adequate Medically Necessary treatment is not available in the Insured's immediate area.

#### **Medical Repatriation**

Following an Emergency Medical Evacuation or a covered Injury or Sickness, We will pay for Medical Evacuation expenses to return the Insured to their point of origin, the Insured's Primary Residence, or to a Hospital or medical facility closest to the Insured's Primary Residence capable of providing continued treatment, if the Insured's local attending Physician and Our designated Travel Assistance Services Provider determine that it is Medically Necessary.

We will pay for one of the following methods of transportation, as pre-approved (prior to the evacuation) and arranged by Us or Our designated Travel Assistance Services Provider:

- [a. one-way economy transportation;
- [b. commercial air upgrade to business or first class, less refunds from the Insured's unused transportation tickets; or
- [c. other covered land or air transportation including, but not limited to, commercial stretcher, Medical Escort, or the contracted charges for air ambulance.

Transportation must be via the most direct, efficient and economical method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used.

We will also pay a benefit for Usual and Customary expenses incurred for a Medical Escort's transportation and accommodations if an onsite attending Physician recommends in writing that a Medical Escort accompany the Insured.

**Medical Escort** means a medically trained professional who is approved by Us or Our designated Travel Assistance Services Provider, and is contracted to accompany and provide medical care to a sick or injured person while they are being transported.

Advance Payment: We will pay covered expenses directly to the service provider if the Insured requires an Emergency Medical Evacuation or Medical Repatriation while on the Insured's Trip, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the Schedule of Benefits. The Insured agrees to reimburse this payment to Us if: (a) the Insured does not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that the Insured's Emergency Medical Evacuation or Medical Repatriation claim is not covered.

We will not pay the benefits for any loss caused by or resulting from the transportation taken against the advice of the local attending Physician.

Medical Evacuation expenses will only be payable at the Usual and Customary level or payment for necessary transportation, related medical services and medical supplies.

#### Repatriation of Remains

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return the Insured's body to the Insured's city of Primary Residence or the Insured's origination point if the Insured dies during their Trip.

Repatriation Expenses means:

- a) embalming or local cremation; and
- associated temporary storage costs for up to 15 days, or until local authorities of the country/state in which the
  death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin
  or receptacle adequate to transport the remains;
- c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to:
  1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or 2) the

T7000GBP-IN 8 BISCGB-1-IN

- receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States; and
- d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

All Repatriation Expenses must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider. Once the Insured's remains are claimed by the receiving funeral home or morgue, or in the event of local cremation, coverage under this benefit ends.

Transportation expenses for the Emergency Medical Evacuation or Medical Repatriation must be authorized and arranged in advance by Us or Our designated Travel Assistance Services Provider.

In the event the Insured has not contacted Us or Our designated Travel Assistance Services Provider to arrange for Emergency Medical Evacuation or Medical Repatriation, benefits will be limited to the amount We would have paid had We or Our designated Travel Assistance Services Provider been contacted and related services pre-approved.

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

#### **SECTION V TRAVEL INSURANCE BENEFITS**

#### EMERGENCY ACCIDENT & SICKNESS MEDICAL AND DENTAL EXPENSE BENEFIT

Benefits will be paid for Medical Expenses incurred by the Insured, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

- a. benefits will be payable only for Medical Expenses resulting from a Sickness or an Injury that occurs while on the Insured's Trip (of a duration of 180 days or less for Sickness) and requires treatment in person by a Physician;
- b. only Medical Expenses incurred by the Insured during their Trip (of a duration of 180 days or less for Sickness) will be reimbursed. Medical Expenses incurred after the Insured returns from their Trip are not covered.

Medical Expenses means expenses incurred only for the following:

- 1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
- 2. Hospital or ambulatory medical-surgical center services, including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Trip, if recommended by the Insured's attending Physician and approved by Us or Our designated Travel Assistance Services Provider as a substitute for a hospital room for recovery from the Insured's Injury or Sickness;
- 3. emergency dental treatment incurred during the Insured's Trip due to an Accidental Injury to sound natural teeth. Dental Expenses incurred after the Insured's Trip is completed are not covered:
- 4. local transportation expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Insured's Trip.

**Advance Payment**: If the Insured requires admission to a Hospital or treatment at a clinic, Our designated Travel Assistance Services Provider will arrange advance payment (directly to the provider) necessary for the Insured's admission to a Hospital because of a covered Injury or Sickness, up to the Maximum Benefit Amount shown in the Schedule of Benefits, provided the Insured agrees to reimburse Us if it is determined that the Insured's Medical Expense claim is not covered.

We reserve the right to deny a request for advance payment if We confirm that the Insured's claim is not covered under the Policy. An advance payment made by Us is not a guarantee that the Insured's Medical Expense claims are covered.

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

T7000GBP-IN 9 BISCGB-1-IN

#### SECTION VI ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### 24 HOUR

We will pay the percentage of the Principal Sum indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when the Insured, as a result of an Injury caused by an Accident occurring during their Trip sustained a Loss shown in the Table of Losses below.

#### Table of Loss

Loss of	% of Principal 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%

The Loss must occur within 365 days of the date of the Accident, which caused Injury. The Accident must occur while the Insured is on their Trip and is covered under this Policy.

If more than one Loss is sustained by the Insured as a result of the same Accident, only one amount, the largest applicable to the Losses incurred, will be paid. We will not pay more than 100% of the Maximum Benefit Amount shown in the Scheduled of Benefits for all Losses due to the same Accident.

#### **Loss** with regard to:

- a) hand(s), or foot/feet, means actual severance through or above a wrist joint proximal to the elbow or actual severance through or above the ankle proximal to the knee, respectively; and
- b) eye or eyes means total and irrecoverable Loss of entire sight thereof.

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

#### **Accidental Death and Dismemberment Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefits. We will not provide benefits for any loss due to, arising or resulting from:

- a. Sickness or disease of any kind, directly or indirectly; or
- b. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

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

#### **SECTION VII GENERAL DEFINITIONS**

**Accident** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which the Insured is traveling.

**Accommodation(s)** means any establishment used for the purposes of temporary, overnight lodging such as apartment, condominium, or other vacation or timeshare residential unit(s).

T7000GBP-IN 10 BISCGB-1-IN

**Additional Transportation Cost** means the actual cost incurred for one-way economy transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by Common Carrier by the most direct route, less any refunds paid or payable, for the Insured's unused original tickets.

**Business Partner** means a person who is: (1) involved with the Insured in a legal partnership; and (2) actively involved in the daily management of the business.

**Child Caregiver** means an individual providing basic childcare service needs for the Insured's minor Children under the age of 18 while the Insured is on their Trip without the minor Children. Arrangements for having child caregiver services during the Insured's Trip must be made 30 or more days prior to the Scheduled Departure Date.

#### Children/Child means a person:

- 1. which includes a natural child, stepchildren, and children subject to legal guardianship;
- 2. under age of 26; or
- 3. placed for adoption and coverage is effective upon the earlier of: i. the date of placement for the purposes of adoption or ii. the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption and continues unless the placement is disrupted prior to legal adoption and the child is removed from placement.

The age limit does not apply to a child who is incapable of self-sustaining employment by reason of mental, intellectual or physical incapacity.

**Civil Disorder or Riot** means a public disturbance by a person or persons acting in revolt, coup, rebellion or resistance against an established government or civil authority that causes immediate danger, damage, or injury to others or their property.

Common Carrier means an air, land, or sea conveyance operated under a license for the transportation of passengers.

**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, and missed abortion. Complications of pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include Physician-prescribed rest during the period of pregnancy (except due to conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

**Domestic Partner** means an opposite or a same-sex partner who is at least eighteen (18) years of age and has met all of the following requirements for at least 6 months:

- a) resides with the Insured;
- b) shares financial assets and obligations with the Insured;
- c) is not related by blood or adoption to the Insured to a degree of closeness that would prohibit a legal marriage;
- d) neither the Insured nor domestic partner is married to anyone else, nor has any other domestic partner.

We may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership or whatever documentation as required by the state in which the Insured resides.

**Effective Date** means the date and time the Insured's coverage begins, as indicated in When Coverage Begins and Ends section of this Policy.

T7000GBP-IN 11 BISCGB-1-IN

**Elective Treatment And Procedures** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by Us to be research or experimental or that is not recognized as a generally accepted medical practice.

**Experimental or Investigative** means treatments, devices or prescription medications, which are recommended by a Physician, but are not considered by the U.S. medical community as a whole, to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other U.S. governmental agency approval not received at the time services are rendered.

Family Member means the following relatives of the Insured or the Insured's Traveling Companion:

- a) Spouse, civil union partner, Domestic Partner;
- b) children, children-in-law, step-children, foster children, ward or legal ward;
- c) siblings, siblings-in-law, step-siblings;
- d) parents, parents-in-law, step-parents, legal guardians;
- e) grandparents, step-grandparents, grandchildren, or step-grandchildren;
- f) step-aunts or step-uncles;
- g) aunts or uncles;
- h) nieces or nephews.

**Felonious Assault** means an act of violence against the Insured or the Insured's Traveling Companion, which requires medical treatment in a Hospital, and is substantiated by a police report.

**Financial Default or Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary by an airline, cruise line, tour operator, hotel, railroad, motor coach company, Travel Supplier, or other travel provider provided the Financial Default or Financial Insolvency occurs more than 14 days following the Insured's Effective Date for the Trip Cancellation Benefits.

Financial Default or Financial Insolvency does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

#### **Hospital** means a facility that:

- a. is operated according to law for the care and treatment of sick or Injured people;
- b. is licensed or recognized as a general hospital by the proper authority of the state in which it is located;
- c. is recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals;
- d. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis:
- e. is operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility;
- f. is supervised by one or more Physicians available at all times.

#### A Hospital does not include:

- 1. a nursing, convalescent or geriatric unit of a Hospital when a patient is confined mainly to receive nursing care;
- 2. a facility which primarily treats drug, marijuana or alcoholism addictions;
- 3. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the Hospital that is used for such purposes; or
- 4. any military or veterans Hospital or soldier's home or any Hospital contracted for or operated by a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is made.

T7000GBP-IN 12 BISCGB-1-IN

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier or causes closure of public roadways by local or government authorities.

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while the Insured's coverage under this Policy is in force and resulting directly and independently of all other causes of loss covered by this Policy. Injury must not be caused by, or result from, Sickness. The injury(ies) requires examination and treatment and must be verified by a Physician.

**Insured** means the person that is scheduled to participate on a Trip; for whom any required enrollment has been completed and the required premium has been paid.

**Medically Fit to Travel** means based on assessment by a treating Physician, following the Insured's Injury or Sickness that occurs while on their Trip, the Insured is medically able to travel.

**Medically Necessary** means that a treatment, service, or supply:

- a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- b) meets generally accepted standards of medical practice;
- c) is ordered by a Physician and performed under his or her care, supervision, or order; or
- d) is not used for the convenience of the Insured, Physician, other providers, or any other person.

**Mental, Nervous or Psychological Condition or Disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation.

**Natural Disaster** means a flood, tsunami, cyclone, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, named winter storm, severe hail storm, fire, wildfire or blizzard; all of which are due to natural causes.

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for the Insured's Travel Arrangements. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of the Insured's Travel Arrangements are not Payments or Deposits as defined herein.

**Physician** means a licensed practitioner of medical, surgical, dental services or the healing arts including an accredited Christian Science Practitioner, acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

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

**Quarantined** means the Insured or the Insured's Traveling Companion or Business Partner are forced into strict medical isolation by a recognized government authority, their authorized deputies, medical examiners or Physician to prevent the spread of the disease due to the Insured or the Insured's Traveling Companion or Business Partner either having, or being suspected of having an contagious disease, infection or contamination.

An embargo preventing the Insured or the Insured's Traveling Companion, Business Partner from entering a country is not a quarantine.

**Reasonable Additional Expenses** means reasonable expenses for meals, taxi fares, essential telephone calls, local transportation, and lodging which are necessarily incurred as the result of a Common Carrier or Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

T7000GBP-IN 13 BISCGB-1-IN

**Rental Property** means a hotel room, vacation home, or other rental property the Insured booked for their stay during the Insured's Trip.

**Return Destination** means the Insured's final destination as shown in the enrollment, itinerary or other travel documents and the place to which the Insured expects to return from their Trip.

**Scheduled Departure Date** means the date on which the Insured is originally scheduled to leave on their Trip. This date is specified in the enrollment, itinerary or other travel documents.

**Scheduled Destination** means as shown in the enrollment, itinerary or other travel documents where the Insured expects to travel to on their Trip other than Return Destination.

**Scheduled Return Date** means the date on which the Insured is scheduled to return to the point where their Trip started or to a different specified Return Destination.

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

**Security Breach** means any incident involving unauthorized and uncontrolled access by an individual or prohibited item into a sterile area or secured area of an airport that is determined by *TSA* or other airport security officials to present an immediate danger.

Sickness means an illness or disease of the body that requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that requires examination, diagnosis, and treatment by a Physician prior to the Effective Date of the Insured's coverage is not a Sickness as defined herein and is not covered by the Policy.

Sickness does not include any Mental, Nervous or Psychological, Condition or Disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation. Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

**Spouse** means the Insured's lawful spouse, if not legally separated or divorced. For the purposes of this Policy, the term spouse includes civil union partner whenever used.

**Terrorist Incident** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent of overthrow or influence the control of any government and an act of violence committed by a Foreign Terrorist Organization (designated or recognized as such by the US State Department) that results in property damage, Injury or loss of life.

Third Party(ies) means any person, corporation or other entity (except the Insured, Rental Property and Us).

**Travel Arrangements** means: (a) transportation; (b) Accommodations; and (c) other specified services arranged for the Insured's Trip by the Insured's Travel Supplier.

**Travel Assistance Services Provider** means the Assistance Company as listed within the Description of Coverage.

**Traveling Companion** means a person or persons whose name(s) appear(s) with the Insured's on the same Travel Arrangements and who, during the Insured's Trip, will accompany the Insured. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with the Insured.

**Travel Supplier** means any entity or organization that coordinates or supplies Travel Arrangements for the Insured.

T7000GBP-IN 14 BISCGB-1-IN

**Trip** means a scheduled Trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**Trip Cost** means the amount the Insured paid for the Insured's Travel Arrangements.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

Wanton means senseless, unprovoked, unjustifiable, or deliberately malicious.

Willful means deliberate or intentional.

#### **SECTION VIII EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to the Insured or the Insured's Traveling Companion scheduled and booked to travel with the Insured.

The following exclusions apply to the Medical and Dental Expense benefits.

We will not pay for any loss or expense caused due to, arising or resulting from:

- 1. mental health care;
- 2. physical therapy or occupational therapy;
- 3. Experimental or Investigative treatment or procedures;
- 4. Elective Treatment and Procedures;
- 5. any medical service provided by the Insured, a Family Member, or Traveling Companion.

In addition to any applicable benefit-specific exclusion, the following general exclusions apply to all losses and all benefits.

We will not pay for any loss or expense caused due to, arising or resulting from:

- 1. suicide, attempted suicide or any intentionally self-inflicted injury of the Insured, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with the Insured, while sane or insane. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
- 2. being under the influence of drugs or narcotics, unless administered upon the advice of a Physician as prescribed;
- 3. expenses incurred by any Child born or adopted during the Insured's Trip;
- 4. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the Policy specifically provides otherwise.;
- 5. participation in a Civil Disorder or Riot, or insurrection;
- 6. the commission of or attempt to commit a felony or being engaged in an illegal occupation by the Insured, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the Policy;
- 7. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;

T7000GBP-IN 15 BISCGB-1-IN

- 8. costs for the Insured's Trip paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs;
- 9. air travel on a privately owned aircraft (whether as a pilot or a passenger);
- 10. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 11. Financial Insolvency or Financial Default or failure to supply services by a Travel Supplier; or
- 12. gross negligence, or Willful and Wanton conduct by the Insured or the Insured's Traveling Companion.

#### **MEDICALLY FIT TO TRAVEL EXCLUSION:**

We will not pay any expense as a result of You having been advised in writing that the Insured or the Insured's Traveling Companion scheduled and booked to travel with the Insured are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the policy.

If coverage for a Trip is purchased and it is later determined that the Insured or the Insured's Traveling Companion scheduled and booked to travel with the Insured were not Medically Fit to Travel at the time of purchase of coverage for the Insured's Trip, as defined in the policy, the coverage is void and premium paid will be returned.

#### **SECTION IX PREMIUMS**

**PREMIUMS**: Coverage is not effective unless all premium due has been paid prior to the date of loss.

**Grace Period:** Notwithstanding any provision to the contrary, the Policyholder is entitled to a grace period of 31 days for the payment of any premium due except the first, during which grace period the Policy will continue in force, unless the Insured has given Us written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of the Policy. The Policyholder is liable to Us for the payment of a pro rata premium for the time the Policy was in force during the grace period. We are not obligated to pay claims incurred during the grace period until the premium due is received.

#### SECTION X CLAIMS PROCEDURES

#### The Insured's duties in the event a loss:

#### For Trip Interruption, the Insured must:

Immediately, or as soon as possible, call the Insured's Travel Supplier and the program administrator (see Where to Report a Claim) to report the Insured's interruption or delayed arrival to avoid non-covered charges due to late reporting.

If the Insured is prevented from taking their Trip as scheduled or must interrupt their Trip due to Sickness or Injury, the Insured should obtain medical care immediately. We require an examination and treatment by a Physician prior to cancellation or interruption. Provide all unused transportation tickets, official receipts, etc.

**For Trip Delay** the Insured must obtain any specific dated documentation, which provides proof of the reason for delay or missed connection (airline or cruise line forms, medical statements, etc.). Submit this documentation along with the Insured's trip itinerary and all receipts for additional expenses incurred.

#### For Medical and Emergency Dental Expenses the Insured must:

- 1. provide Us with all receipts from the provider of services and reports for medical and/or emergency dental expenses claimed. Stating the amount paid and listing the diagnosis and treatment;
- 2. provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. Provide a copy of their final disposition of the Insured's claim;
- 3. sign a patient authorization to release any information required by Us to investigate the Insured's claim.

#### SECTION XI HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days no later than 1 year after a loss occurs or as soon as is reasonably possible. The Insured or someone on the Insured's behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient

T7000GBP-IN 16 BISCGB-1-IN

information to identify the Insured. Failure by the Insured or someone on the Insured's behalf to make such notification may result in no benefits being paid.

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within provided period will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Proof of Loss must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

All claims require the Insured to provide battleface with the following: a Trip invoice, itinerary or confirmation showing details of the Insured's Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

#### Where to Report a Claim: battleface

- 1. Online: <a href="https://www.battleface.com/claims">https://www.battleface.com/claims</a>
- 2. Mail: P.O. Box 211879, Dallas TX 75211
- 3. Telephone: +1 (855) 425 7911
- 4. E-mail: claims@battleface.com
- 5. battleface will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, battleface may, at its discretion, require original documentation to be sent.

**Time of Payment of Claims:** Payment for any loss (other than loss for which the Policy provides periodic payment) will be paid immediately upon receipt of due written proof of loss. If the Policy provides for a periodic payment, it will not be paid less frequently than monthly. Any balance remaining unpaid upon the termination of liability when the Policy provides periodic payment will be paid immediately upon receipt of due written proof.

**Payment of Claims**: Benefits for loss of life will be paid to the Insured's designated beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- 1. the Insured's spouse;
- 2. the Insured's child or children jointly;
- 3. the Insured's parents jointly if both are living or the surviving parent if only one survives;
- 4. the Insured's brothers and sisters jointly: or
- 5. the Insured's estate.

All other benefits will be paid directly to the Insured, unless otherwise directed. Any accrued benefits unpaid at the Insured's death will be paid to the Insured's estate. If the Insured has assigned their benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay any amount due under the Policy to the Insured's beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Benefit to Bailee: This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**Recovery**: To the extent We pay for a loss suffered by the Insured, We will be assigned the rights and remedies the Insured had relating to the loss. The Insured will be made whole before We begin recovery. Our right to be reimbursed has priority over the Insured's right to be made whole. This means that Our right of recovery applies even if the Insured's entire loss has not been compensated. However, the amount of Our recovery will be reduced by a proper share of the Insured's legal fees and the Insured's expenses needed to obtain the refund.

T7000GBP-IN 17 BISCGB-1-IN

The Insured must help Us preserve its rights against those responsible for its loss. This may involve signing any papers and taking any other steps We may reasonably require. When the Insured has been paid benefits under this Policy but also recovers from another Policy, the amount recovered from the other Policy shall be held in trust for Us by the Insured and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or coverage.

We will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or coverage.

Coverage as used in this Recovery section, means any other fund or insurance Policy except coverage provided under this Policy.

#### **SECTION XII GENERAL PROVISIONS**

**The Contract:** The entire contract is made up of the Policy and amendments if applicable, the Policyholder's Application, a copy of which is attached and the Certificates of Insurance. This Policy may be changed, renewed, or ended without notice to or consent of any person with a beneficial interest in this Policy.

**Certificates**: The Company will issue Certificates to the Policyholder for their Insureds. Such Certificates will describe each person's benefits and rights under this Policy and to whom benefits shall be payable. A paper copy of the Certificate must be provided to the Insured if the Insured requests a paper copy.

Beneficiary Designation and Change: The Insured's beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. The Insured is over the age of majority and legally competent may change the Insured's beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing Us or Our administrator with a written request for change. When the request is received, whether the Insured's is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to Us on account of any payment made by it prior to receipt of the request.

**Clerical Error**: We or Our authorized representative may make a clerical error in keeping the data. If so, when the error is found, the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

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

**Conformity with Statute:** Terms of this Policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.

**Data Needed**: We or Our authorized representative will keep a record of all the data needed to compute premium and carry out the terms of this Policy. We may examine such data at any reasonable time.

**Economic or Trade Sanctions**: Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, the Insured may consult the OFAC internet website at <a href="https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx">https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx</a>.

**Entire Contract: Changes:** This Policy and any other attachments are the entire contract of insurance. No agent or other person may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

Excess Insurance: Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity (except for Trip Interruption, Trip Delay, Medical Evacuation And Repatriation of Remains, and Accidental Death & T7000GBP-IN

18

BISCGB-1-IN

Dismemberment,) or as required by state law. If at the time of the occurrence of any loss payable under this policy there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

**Incontestability:** The Insured's coverage under the Policy may not be contested, except for nonpayment of premiums, after the Insured has been covered under the Policy for 2 years.

**Legal Actions Against Us:** All Policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

**Limit on Agent's Authority:** No agent may change or waive any provisions of this Policy. Our office must approve any change or waiver in writing.

**Misstatement of Age**: If premiums are based on age and the Insured has misstated their age, there will be a fair adjustment of premiums based on the Insured's true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated their age, there will be an adjustment of said benefit based on the Insured's true age. We may require satisfactory proof of age before paying any claim.

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

**Statements Made by the Policyholder and the Insured:** All statements made by the Policyholder or by the Insured are to be deemed representations and not warranties. No statement made by any person insured may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the insured person or, in the event of death or incapacity of the insured person, to the insured person's beneficiary or personal representative.

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. The Insured shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event the Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Our right of subrogation applies even if the Insured's entire loss has not been compensated.

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

**Termination of The Policy**: Termination of the Policy will not affect a claim for loss, which occurs after the premium is paid and while the Insured's certificate is in force.

Transfer of Coverage: Coverage under the Policy cannot be transferred to anyone else.

T7000GBP-IN 19 BISCGB-1-IN

#### NOTICE OF PROTECTION PROVIDED BY THE

#### INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies.

#### **Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after January 1, 2013.

#### Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

#### **Health Insurance**

- \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

#### Annuities

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5.000.000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at <a href="www.inlifega.org">www.inlifega.org</a> or contact:

Indiana Life & Health Insurance Guaranty Association 3502 Woodview Trace, Suite 100 Indianapolis, IN 46268 317-636-8204 Indiana Department of Insurance 311 W. Washington Street, Suite 300 Indianapolis, IN 46204-2787 317-232-2395 The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

#### **INDIANA NOTICE**

A person who believes he or she has been adversely affected by an unfair claim settlement practice under section 4.5 of Article 4, Chapter 1 [IC 27-4-1-4.5] of the Indiana Insurance Code may file a complaint with the Indiana Insurance Commissioner. If the commissioner believes an unfair claim settlement practice has occurred, the commissioner shall, within ten (10) business days from the date of receipt of a written complaint, deliver a copy of the complaint to the insurer and shall respond in writing to the complaining party, at the address provided in the complaint, advising the party of the following:

- (1) The specific action taken by the department on the complaint.
- (2) Any further investigations or other actions that are intended by the department.

An insurer who receives a written notice of complaint under subsection (a) shall promptly conduct an investigation of the matters alleged in the complaint. Within twenty (20) business days from the date of receipt of the complaint, the insurer shall provide to the commissioner and the complaining party a written report containing the following information:

- (1) The specific reasons for actions taken by the insurer with respect to the claim.
- (2) The specific reasons for any inaction by the insurer with respect to the claim.
- (3) If the claim has not been settled, a good faith estimate of the time required for settlement.

An insurer who commits an unfair claims settlement practice or who fails to comply with this section is subject to action by the commissioner under section 6 of Article 4, Chapter 1 [IC 27-4-1-6] of the Indiana Insurance Code.



#### PRIVACY NOTICE

United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "The Company") values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

#### Your privacy is our concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

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

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

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

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

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

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

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

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

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

#### **About Our Websites**

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

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

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

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

#### How to contact us

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

Crum & Forster Legal Department 305 Madison Avenue Morristown, NJ 07960 privacyinformation@cfins.com

#### **Changes to this Privacy Notice**

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

#### For California Residents Only:

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

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

**The right** to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

**The right** to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

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

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

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

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

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

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

January 2020

### Opening the property of the

#### battleface Insurance Services LLC

45 East Lincoln Street Columbus, OH 43215

**t:** +1 (855) 998 2928 **e:** usa@battleface.com