

**United States Fire Insurance Company**  
Administrative Office: 5 Christopher Way, Eatontown, NJ 07724  
**INDIVIDUAL TRAVEL INSURANCE POLICY**

**Spot Pass Protection**

United States Fire Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our", agrees to pay the benefits provided by this policy per its provisions. This policy provides travel protection insurance benefits. Defined terms are capitalized and their meanings are listed in the General Definitions section.

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

This document is a legal contract issued in consideration of Your enrollment and payment of the premium due collected by Us or Our authorized representative.

**10 Day Free Look Period**

If You are not satisfied for any reason, You may cancel this policy within ten (10) days after receipt by providing Us or Our authorized representative the cancellation notice. We will refund Your premium provided there has been no incurred loss; You have not departed on Your Trip or filed a claim under this policy. When so returned, all coverages under this policy are invalid from the beginning.

INCORPORATION PROVISION: The provisions of this policy and all amendments to this policy, after its effective date, are made part of this policy.

**Signed for United States Fire Insurance Company By**



Marc J. Adee  
Chairman and CEO



Michael P. McTigue  
Secretary

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SAMPLE  
For Inquiry Purposes Only

## 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.

COVERAGES	MAXIMUM BENEFIT AMOUNT
Trip Cancellation	100% of non-refundable insured Trip Cost
Cancel for Work Reasons	100% of non-refundable insured Trip Cost
Trip Interruption	100% of non-refundable insured Trip Cost
Interruption for Work Reasons	100% of non-refundable insured Trip Cost

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SAMPLE  
For Inquiry Purposes Only

## COVERAGE PROVISIONS

### Who Is Eligible For Coverage

A person who is booked to travel on a Trip and pays the required premium is covered under this policy. Eligibility for purchase of this policy will be determined at the time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and Your premium for this policy will be refunded.

### Non-Refundable Provision

After the ten (10) day review period, the premium for this policy is non-refundable.

## WHEN COVERAGE BEGINS AND ENDS

### When Coverage Begins:

#### This is Your Effective Date and time for Trip Cancellation; Cancel For Work Reasons:

Coverage begins at 12:01 a.m. at Your location on the day after the date We or Our authorized representative receive the required premium to cover Your Trip.

**This is Your Effective Date and time for All Other Coverages:** Coverage begins the first day of the season as listed on the confirmation of benefits.

### When Coverage Ends:

**Trip Cancellation; Cancel For Work Reasons:** coverage(s) automatically end on the earlier of:

1. the date and time You depart on Your Trip;
2. the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier/est of:

1. cancellation of Your Trip covered by this policy;
2. the last day of the season as listed in the enrollment document, confirmation of coverage, travel documents or itinerary.

## COVERAGES

### TRIP CANCELLATION

If You cancel Your Trip prior to the Scheduled Departure Date, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements You purchased for Your Trip, provided the cancellation occurs while coverage is in effect for You and is due to any of the following covered Unforeseen reasons, as defined:

1. Your or a Family Member's death that occurs before departure on Your Trip; or
2. Your or a Family Member's Sickness or Injury, that:
  - a. occurs before departure on Your Trip;
  - b. is examined and treated by a Physician prior to cancellation; and
  - c. as certified by a Physician, results in medical restrictions so disabling as to cause You to cancel Your Trip.
3. You must cancel Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. Your Primary Residence is made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary;

2. You or Your Traveling Companion must cancel Your Trip due to a normal pregnancy or childbirth. The date of conception, as verified by medical records, must occur after Your Effective Date for Trip Cancellation.
3. You are hijacked or Quarantined;
4. You are subpoenaed, required to serve on a jury, or required to appear as a witness in a legal action, provided You are not: 1) a party to the legal action; or 2) appearing in a law enforcement capacity;
5. You or Family Member are called to active military duty or emergency service as a reservist either to serve or to provide aid or relief in the event of a Natural Disaster, a Civil Disorder, Terrorist Incident or due to war or an act of war;
6. Your previously granted military leave is revoked or reassigned. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Cancellation coverage and the leave revoked or reassigned after the Effective Date of Trip Cancellation coverage;

**Terrorism Coverage:** Notwithstanding any provision to the contrary, no covered Unforeseen reason will be excluded from coverage because the covered Unforeseen reason was triggered by a Terrorist Incident. In addition, notwithstanding any provision to the contrary, a Terrorist Incident shall trigger Trip Cancellation coverage, provided the Terrorist Incident occurs within 30 days of Your Scheduled Departure Date in a domestic or foreign city in which You are scheduled to arrive. There is no Terrorism Coverage, however, if the Terrorist Incident occurs in a country where the U.S. State Department had issued a travel advisory or travel warning of level 4 ("Do Not Travel") prior to Your Effective Date for this coverage and the travel advisory or travel warning of level 4 was still in effect when this coverage took effect.

The maximum payable under this Trip Cancellation Benefit is the lesser of the total amount of coverage You purchased 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.

## **CANCEL FOR WORK REASONS**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the unused prepaid, forfeited, non-refundable Payments or Deposits paid to Your Travel Supplier for the covered Travel Arrangements You purchased for Your Trip, when You cancel Your Trip for one of the following covered Unforeseen reasons:

1. You or Your Traveling Companion have an involuntary transfer of employment within the same organization of one hundred (100) or more miles which requires Your or Your Traveling Companion's Primary Residence to be relocated. Provided that You or Your Traveling Companion have been an active employee with the same employer for at least one (1) continuous year. Notification of the transfer must occur after the Effective Date of Your Trip Cancellation Coverage. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons;
2. You or Your Traveling Companion are involuntarily terminated or laid off from Your or Your Traveling Companion's employment. The termination notice must occur at least thirty (30) days after Your Trip Cancellation Effective Date. You or Your Traveling Companion must have been an active employee with the same employer for at least one (1) continuous year. This provision is not applicable to temporary or seasonal employment, independent contractors, freelancer or self-employed persons.

Provided the following conditions are met:

1. You purchase this benefit within the Time Sensitive Period.

We will not pay benefits for any additional penalty charges incurred that would not have been imposed had You notified the Travel Supplier and Us within the specified period.

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

## TRIP INTERRUPTION

If You must start Your Trip late or are unable to complete Your Trip, We will reimburse You, 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 Travel Arrangements You purchased for Your Trip

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

1. Your or a Family Member's death, which occurs while You are on Your Trip; or
2. Your or a Family Member's Sickness or Injury, that:
  - a) occurs while You are on Your Trip;
  - b) is examined and treated by a Physician prior to the time of interruption; and
  - c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued participation on Your Trip;
3. You must interrupt Your Trip due to Other Covered Events as defined, provided such circumstances occur while coverage is in effect:

**Other Covered Events** means:

1. Your Primary Residence is made Uninhabitable and remains Uninhabitable during Your Trip by a Natural Disaster, vandalism or burglary;
2. You or Your Traveling Companion must interrupt Your Trip due to a normal pregnancy or childbirth. The date of conception as verified by medical records must occur after Your Effective Date for Trip Cancellation;
3. You are hijacked or Quarantined;
4. You are subpoenaed, required to serve on a jury, or required to appear as a witness in a legal action, provided You are not: 1) a party to the legal action, or 2) appearing in a law enforcement capacity;
5. You or Family Member are called to active military duty or emergency service as a reservist either to serve or to provide aid or relief in the event of a Natural Disaster, a Civil Disorder, Terrorist Incident or due to war or an act of war;
6. Your previously granted military leave is revoked or reassigned while You are on the Trip and You have to interrupt the Trip. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required. The military leave for the dates of travel must have been approved prior to the Effective Date of Trip Interruption coverage and the leave revoked or reassigned after the Effective Date of Trip Interruption coverage;

**Terrorism Coverage:** Notwithstanding any provision to the contrary, no covered Unforeseen reason will be excluded from coverage because the covered Unforeseen reason was triggered by a Terrorist Incident. In addition, notwithstanding any provision to the contrary, a Terrorist Incident shall trigger Trip Interruption coverage, provided the Terrorist Incident occurs in a domestic or foreign city in which You are presently located or in which You are scheduled to arrive. There is no Terrorism Coverage, however, if the Terrorist Incident occurs in a country where the U.S. State Department had issued a travel advisory or travel warning of level 4 ("Do Not Travel") prior to Your Effective Date for this coverage and the travel advisory or travel warning of level 4 was still in effect when this coverage took effect.

In no event shall the amount reimbursed for Trip Interruption exceed the lesser of the amount You prepaid for Your 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.

## INTERRUPTION FOR WORK REASON

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, forfeited prepaid non-refundable Payments or Deposits paid for the Travel Arrangements You purchased for Your Trip, if You interrupt Your Trip forty-eight (48) or more hours after the actual Scheduled Departure Date for the following covered Unforeseen Work reason(s) listed below, provided You are not otherwise covered under this policy:

1. You or Your Traveling Companion have an involuntary transfer of employment within the same organization of one hundred (100) or more miles which requires Your or Your Traveling Companion's Primary Residence to be relocated and You or Your Traveling Companion have to interrupt Your Trip. Provided that You or Your Traveling Companion have been an active employee with the same employer for at least one (1) continuous year. Notification of the transfer must occur while You are on Your Trip and the transfer must occur during Your Trip. This provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons;
2. You or Your Traveling Companion are involuntarily terminated or laid off by Your or Your Traveling Companion's employer while You or Your Traveling Companion are on Your Trip. You or Your Traveling Companion must have been an active employee with the same employer for at least one (1) continuous year. This provision is not applicable to temporary employment, seasonal employment, independent contractors, freelancer or self-employed persons.

Provided the following conditions are met:

1. You purchase this benefit within the Time Sensitive Period.

In no event shall the amount reimbursed for Interruption For Work Reason exceed the lesser of the amount You prepaid for Your 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.

## 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 You are traveling.

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

**Children/Child** means a person:

- [1. under age of seventeen (17) and primarily dependent on You for support and maintenance; or
- [2. who is at least age seventeen (17) but less than age twenty-six (26) and primarily dependent on You for support and maintenance and who regularly attends an accredited school or college.

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

**Domestic Partner** means an individual who has entered into a domestic partnership with a same sex partner in accordance the Oregon Family Fairness Act (Domestic partnership means the civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon).

**Effective Date** means the date and time Your coverage begins, as indicated in When Coverage Begins and Ends section of this policy.

**Family Member** means the following relatives of You:

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

**Injury(ies)/Injured** means a bodily injury caused by an Accident occurring while Your 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.

**Medically Fit to Travel** means based on assessment by a treating Physician, following Your Injury or Sickness that occurs while on Your Trip, You are medically able to travel.

**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. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

**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 Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**Physician** means a licensed practitioner of medical or surgical services acting within the scope of his/her license in the jurisdiction where the services are rendered. The treating Physician cannot be You or a Family Member.

**Pre-Existing Medical Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the date Your coverage is effective for which You or a Family Member:

- 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which 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 sixty (60) day period before coverage is effective under this policy.
- 3) required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:



- a) between a brand name and a generic medication with comparable dosage; or
- b) an adjustment to insulin or anti-coagulant dosage.

Death resulting from a pre-existing medical condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

**Primary Residence** means Your fixed, permanent and main home for legal and tax purposes.

**Quarantined** means You 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 You either having, or being suspected of having an contagious disease, infection or contamination.

An embargo preventing You from entering a country is not a quarantine.

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

**Season Pass** means any paid admission ticket to trails for multiple day usage throughout the duration of the Season Pass Coverage Period as listed in the in the enrollment, itinerary or other travel documents.

**Season Pass Coverage Period** means the period for which coverage is elected and the premium paid and for which a Season Pass has been purchased.

**Sickness** means an illness or disease of the body, that commences while Your coverage is in effect and requires examination, diagnosis and treatment by a Physician.

An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your 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 Your lawful spouse, if not legally separated or divorced. For the purposes of this policy, the term spouse includes a Domestic 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 or 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 You, Rental Property and Us).

**Time Sensitive Period** means insurance must be purchased within twenty (20) days of the date Your initial Payments or Deposits for Your Trip is received.

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

**Travel Supplier** means Alterra Mountain Company.

**Traveling Companion** means a person or persons whose name(s) appear(s) with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

**Trip** means the period of time between the Confirmation Begin Date and the Confirmation End Date for which prepaid Travel Arrangements are arranged by or purchased through the Travel Supplier.

**Trip Cost** means the dollar amount for Trip Payments or Deposits:

- (a) which are not refunded or refundable by the Travel Supplier, or are subject to restrictions; and
- (b) which are identified by You on the enrollment documents; and
- (c) for which insurance was purchased.

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

**Uninhabitable** means:

- (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; or
- (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or
- (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; or
- (4) the property is without electric gas, sewer service or water; or
- (5) local government authorities have issued a mandatory evacuation; or
- (6) the destination is inaccessible by the mode of transportation as shown on the travel documents or itinerary.

**You, Your** means the person who is covered under this policy.

## **EXCLUSIONS AND LIMITATIONS**

Unless otherwise shown below, these exclusions apply to You:

### **The following exclusion(s) appl(y)(ies) to the Trip Cancellation and Trip Interruption**

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

- 1. a Pre-Existing Medical Condition, as defined in the policy;
- 2. being arrested for a DUI/ DWI and as result, being admitted into a (i) drug, marijuana or alcohol treatment facility; (ii) jail; or (iii) awaiting trial;

Death resulting from a Pre-Existing Medical Condition will not be excluded. Death must occur prior to the termination date of the benefit under which the claim is being made.

**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. alcohol intoxication above the statutory legal limit allowed for operating a motor vehicle in the state or jurisdiction where You are located at the time of loss (subject to the Criminal Acts provision in the General Provisions section of the policy);
- 2. the possession, production, processing, sale, or use of drugs or substances classified as Schedule 1 under the Controlled Substances Act, including marijuana (subject to the Criminal Acts provision in the General Provisions section of the policy);
- 3. participation in a Civil Disorder or Riot, or insurrection;
- 4. 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;
- 5. air travel on a privately owned aircraft (whether as a pilot or a passenger);

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

We will not pay any expense as a result of You having been advised in writing that You, or a Family Member scheduled and booked to travel with You 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 You, or a Family Member scheduled and booked to travel with You were not Medically Fit to Travel at the time of purchase of coverage for Your Trip, as defined in the policy, the coverage is cancelled and premium paid will be returned.

## **PREMIUMS**

**PREMIUMS:** Coverage is not effective unless all premium due has been paid prior to the date of loss. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid indirect proportion of the actual amount paid to the required premium due.

## **CLAIMS PROCEDURES**

### **Your duties in the event of a loss:**

**For Trip Cancellation and Trip Interruption** You must:

Immediately, or as soon as possible, call Your Travel Supplier and the program administrator (see Where to Report a Claim) to report Your cancellation or interruption 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.

### **HOW TO FILE A CLAIM**

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within twenty (20) days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify You. Failure by You or someone on Your 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, iTravelInsured forms for filing proof of loss will be furnished. If these forms are not sent within fifteen (15) days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing Proof of Loss.

Obtain claim forms from the Insured's MyIMG account (<https://www.imglobal.com/member>), which will provide all the details for filing the Insured's claim appropriately. Please read the instructions carefully. The instructions will direct the Insured toward filing all the correct, necessary documentation and following the appropriate procedures in order to have the Insured's claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within ninety (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 You to provide iTravelInsured with the following: a Trip invoice, itinerary or confirmation showing details of Your Trip (dates of travel, destination, etc.); and any other information reasonably required to prove the loss.

**Where to Report a Claim:** Claims can be filed online via a MyIMG account. Create a MyIMG account or log into the Insured's existing MyIMG account at <https://www.imglobal.com/member>. After logging in, navigate to the claims area of the website and follow the prompts to submit a claim. IMG will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, IMG may, at its discretion, require original documentation to be sent. Paper

claim forms may be requested by contacting 1-866-243-7524 or 1-317-655-9798 or via email at [iTravelClaims@imglobal.com](mailto:iTravelClaims@imglobal.com).

**Payment of Claims:** Benefits for loss of life will be paid to Your designated 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:

1. Your spouse or Domestic Partner;
2. Your child or children jointly;
3. Your parents jointly if both are living or the surviving parent if only one survives;
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your 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 You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your 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.

If You paid for the cost of Your Trip for Yourself, as well as other travelers and incurred a covered loss, benefits will be paid directly to You, unless otherwise directed.

**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 You, We will be assigned the rights and remedies You had relating to the loss. You will be made whole before We begin recovery.

You 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 You have 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 You and reimbursed to Us to the extent of Our payment.

As a condition to receiving the applicable benefits listed above, You agree, except as may be limited or prohibited by applicable law, to reimburse Us for any such benefits paid to or on behalf of You, 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.

## GENERAL PROVISIONS

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity 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.

**Beneficiary Designation and Change:** Your beneficiary(ies) is (are) the person(s) designated by and on file with Us or Our administrator. You are over the age of majority and legally competent may change Your 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 You are 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 knowingly been concealed or has knowingly been misrepresented.

**Criminal Acts:** The portion of any exclusion in the policy, or in any document attached thereto, that concerns criminal acts will not be applied in a way that denies coverage/ benefits without: 1.) a court or other adjudicatory body convicting the relevant person of the criminal act at issue; or 2.) the relevant person agreeing to a plea deal in which such person asserts that he or she committed the criminal act at issue. However, if the relevant person dies before he or she can be convicted or agree to plead guilty, the criminal acts portions of any exclusion will be applied if the relevant person was charged with committing the criminal act by a lawful authority prior to his or her death or if a representative of a lawful authority certifies that the person could have been charged with committing a criminal act but for his or her death.

This provision applies to any exclusion concerning alcohol, marijuana and/or substance abuse.

**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, You may consult the OFAC internet website at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

**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.

**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.

**Maximum Benefit Limit of Liability:** All limits are applied per Trip.

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

**Other Insurance with Us:** You may be covered under only one travel policy with Us for each Trip. If You are covered under more than one such policy, You 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.

**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. You 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 You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**Physician Examination and Autopsy:** We, at Our expense, may have You 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 This Policy:** Termination of this policy will not affect a claim for loss, which occurs after You pay the premium and while the policy is in force.

**Transfer of Coverage:** Coverage under this policy cannot be transferred to anyone else.

SAMPLE  
For Inquiry Purposes Only

## 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](mailto: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](mailto: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

# Emergency Travel Assistance



IMG's iTravelInsured offers more than insurance protection. The following emergency travel assistance services are available to you, at your request, 24 hours a day, seven days a week, while you are on a trip covered under a contract administered by iTravelInsured to bring you Global Peace of Mind®.

**Emergency Travel Arrangements:** In the event you must return home or discontinue your trip as a result of an interruption in travel due to an illness of your spouse, child, parent, in-law or grandparent, we can help you make the appropriate travel arrangements.

**Lost Passport/Travel Documents Assistance:** we can help you report, retrieve or replace lost or stolen travel documents, such as your passport, credit cards and airline tickets.

**Lost Luggage Assistance:** we can assist you in communicating with the commercial carrier for the return of your lost luggage.

**Embassy or Consulate Referral:** we can inform you of the location and contact telephone numbers for the nearest embassy or consulate, no matter where you are.

**Emergency Message Relay:** we can receive or transmit emergency messages between you, your family or your employer.

**Emergency Prescription Replacement:** we can assist you with the replacement of lost or damaged prescription medication.

**Medical Referral:** If urgent medical advice or care is needed, we are prepared to refer you to the nearest appropriate care facility or provide a listing of available medical care to you. We can assist with obtaining an appointment with the medical care provider you have chosen.

**Note:** these services are not valid after coverage termination and may be withdrawn at any time. Services offer assistance and referral only. You are responsible for the cost of any actual medical, legal, transportation, cash advance, or other services or good received.

**24-Hour Medical Monitoring:** If you are hospitalized, we can provide medical professionals to communicate with your treating doctor(s) and help you monitor your condition. IMG can also communicate with your family doctor, as you direct.

**Emergency Cash Transfer:** we can help you transfer funds, up to \$500, in the event you have a medical or travel emergency.

**Legal Referrals:** we can provide you with a referral to the nearest attorney.

**Emergency Translations:** we can provide personal, emergency telephone translation services and referral to a local interpreter service should you require language assistance.

*Cut out and fold the card below and keep it in your wallet while you are on your trip!*



Insured Traveler: \_\_\_\_\_

Certificate Number: \_\_\_\_\_

Member Number: \_\_\_\_\_

Should you need emergency assistance while you are on a covered trip:

+1.317.655.9796

## Emergency Travel Assistance Services Available

- ▶ Emergency Travel Arrangements
- ▶ Lost Passport/Travel Documents Assistance
- ▶ Lost Luggage Assistance
- ▶ Embassy or Consulate Referral
- ▶ Emergency Message Relay
- ▶ Emergency Prescription Replacement
- ▶ Medical Referral
- ▶ 24-Hour Medical Monitoring
- ▶ Emergency Cash Transfer
- ▶ Legal Referrals
- ▶ Emergency Translations