

UNITED STATES FIRE INSURANCE COMPANY

Administrative Offices: 5 Christopher Way • 3rd Floor • Eatontown, NJ 07724

BLANKET BENEFITS FOR ACCIDENTS ONLY CERTIFICATE OF COVERAGE

This Certificate contains the terms under which the United States Fire Insurance Company agrees to insure certain persons and pay benefits.

This Certificate is a part of, and is governed by, a Group Policy that has been issued in the state of **ILLINOIS** and shall be governed by its laws.

Coverage under this Certificate is provided in consideration of payment of the initial premium, continued payment of premiums when due, and completion of an Application. This Certificate is a part of, and is governed by, a Group Policy. The Group Policy has been issued to, and is the contract between, the Group Policyholder and The United States Fire Insurance Company. The Group Policy is held by the Group Policyholder and may be inspected upon request at any reasonable time. The name of the Group Policyholder is shown in the Schedule.

This Certificate has been issued to you, the Certificateholder, as a Participant under the Group Policy, in accordance with the terms, conditions, and limitations of the Group Policy.

10 DAY RIGHT TO RETURN THIS CERTIFICATE

If for any reason, you are not satisfied with this Certificate, you may return it to us within 10-days after receiving it. Upon its return, we will refund any premium paid and this Certificate will be deemed void, just as though it had never been issued.

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

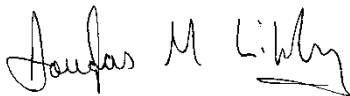
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS CERTIFICATE IS NOT RENEWABLE.

Signed for The United States Fire Insurance Company By:

Signature



Douglas M. Libby
Chairman and CEO

Signature



James Kraus
Secretary

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SCHEDULE OF BENEFITS

COVERAGE IS PROVIDED UNDER GROUP POLICY NUMBER: AH-GA26932-002
ISSUED TO GROUP POLICYHOLDER: The Group and Blanket Accident & Health Insurance Trust

CERTIFICATEHOLDER: Member name shown on the ID card

CERTIFICATE NUMBER:

CERTIFICATE EFFECTIVE DATE: As shown on the ID card

CERTIFICATE EXPIRATION DATE: As shown on the ID card

BENEFIT PERIOD: 26 weeks from the date of the Injury

COINSURANCE PERCENTAGE: Plan pays 100%

MAXIMUM BENEFIT AMOUNT PER ACCIDENT: As shown on Your Confirmation of Benefit

LIFETIME MAXIMUM BENEFIT AMOUNT: \$500,000

MEDICAL EXPENSE BENEFIT

Hospital Room & Board Daily Maximum Benefit Amount: *

Intensive Care Room & Board Daily Maximum Benefit: *

Hospital Miscellaneous Maximum Benefit Amount: *

Outpatient Pre-Admission Testing Benefit Amount: *

Outpatient Hospital Emergency Room Treatment Maximum Benefit Amount: *

Surgical Benefits:

 Primary Surgeons Maximum Benefit Amount: *

Assistant Surgeon, Second Surgical Opinion, Consultation Maximum Benefit: *

Anesthesia Maximum Benefit: *

 Surgical Facility Maximum Benefit per Operating Session: *

Doctor's Visits

In-Hospital Maximum Benefit: *

Office Visits Maximum Benefit: *

 Maximum for All In-Hospital and Office Doctor's Visits: *

X-ray and Laboratory Maximum Benefit Amount: *

Nursing Maximum Benefit Amount: *

Physiotherapy Benefit

Maximum Benefit Amount (Hospital Inpatient): *

Maximum Benefit Amount (Outpatient): *

 Maximum for All Physiotherapy Combined (Inpatient & Outpatient): *

Ambulance Maximum Benefit Amount: *

Medical Equipment Rental Charges Maximum Benefit Amount: *

Medical Services and Supplies Maximum Benefit Amount
(Blood, Blood Transfusions, Oxygen): *

Dental Treatment For Injury Only *
Maximum Benefit Amount: *
Out-Patient Prescription Drug Benefit *
Maximum Benefit Amount: *

* **Included in Maximum Benefit Amount per Accident limit**

ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT

Principle Sum: As shown on Your Confirmation of Benefits.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Certificate. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Certificate.

"Dependent" means the Insured's unmarried child who:

- (1) Has his principal residence with the Insured;
- (2) Chiefly relies on the Insured for support and maintenance; and
- (3) Is within the following age groups (unless otherwise shown in the Application):
 - (a) Under 19 years of age;
 - (b) 19 but less than 25 years of age and enrolled in a School as a full time student; or
 - (c) 19 or more years of age, and primarily supported by the Insured and incapable of self-sustaining employment by reason of mental or physical handicap.

Child can include stepchild, foster child, legally adopted child, a child of adoptive parents pending adoption proceedings, and natural child.

"Spouse" means the lawful Spouse, under age 70 (unless otherwise stated in the Application), of an Insured.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Certificate is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;

- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) The services are rendered on an emergency basis; and
 - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Operated or Controlled Aircraft" means an aircraft which:

- (1) Has been leased, rented or borrowed by the Certificateholder for at least 10 consecutive days, or more than 15 days in any one year;
- (2) Can be used at the Certificateholder's discretion; and
- (3) Cannot be altered or sold by the Certificateholder without the consent of the owner or leaser.

"Operated or Controlled Aircraft" does not include any Owned Aircraft.

"Sickness" means illness or disease which begins or for which an expense was first incurred while coverage is in force under this Certificate for the Covered Person. Sickness includes complications of pregnancy. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness.

"Usual, Reasonable and Customary" means:

- (1) With respect to fees or charges, fees for medical services or supplies which are:
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

We will provide the benefits described in this Certificate to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Certificate; and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the first one hundred dollars (\$100) of the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any).

Additional Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan. The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Certificate; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Certificate are those persons described as an ELIGIBLE CLASS on the Application. This includes anyone who may become eligible while this Certificate is in force.

Effective Dates:

A Covered Person will become an insured under this Certificate, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Certificate; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Certificate.

This does not include Reserve or National Guard duty for training;

- (3) The end of the period for which the last premium contribution is made; or
- (4) The date the Group Policy is terminated.

PROVISIONS CONCERNING OTHER COVERED PERSONS

Eligibility:

For the Insured's Spouse or Dependents to be eligible for coverage, the Insured must:

- (1) Be covered under the Core or Optional Plans for which the Insured is requesting coverage for the Spouse or Dependents; and
- (2) Make proper premium payment.

Persons eligible are set forth in the Master Application.

Such coverage may be elected on the later of:

- (1) The Policy Effective Date, if there is an eligible Spouse or Dependent, as defined, on that date; or
- (2) The date a Spouse or Dependent, as defined, is acquired.

A person cannot be insured as both an Insured and a Spouse or a Dependent. Dependent children of more than one Insured may only be insured under one Insured's policy.

Effective Dates:

Coverage for an eligible Spouse or Dependent will take effect, subject to proper payment of premium, on the latest of:

- (1) The Policy Effective Date if on or before that date:
 - (a) The Insured has elected Optional Plan benefits; and
 - (b) The enrollment form electing such coverage has been received;
- (2) The day the enrollment form electing such coverage is received if:
 - (a) Eligibility to elect such coverage occurs after the Policy Effective Date; and
 - (b) Enrollment takes place within 31 days of eligibility; or
- (3) The day we approve required proof of insurability if election occurs more than 31 days after the date of eligibility; according to the referenced date in the Master Application.

Any required proof of insurability must be furnished at no expense to us.

Newborn Children:

An Insured's newborn child is automatically covered from the moment of birth until he is 31 days old. If coverage for another Dependent child is in effect, notice of the birth is not required for the newborn's coverage to continue. However, if the Insured is not paying any additional Dependent Child premium, the coverage for his newborn will continue only if, within 31 days of the birth, we receive:

- (1) Notice of the birth; and
- (2) Payment of the additional Dependent Child premium.

Termination:

Coverage for a Dependent will end on or after the earliest of:

- (1) The date he ceases to be a Dependent as defined in the policy, according to the referenced date shown in the Master Application;
- (2) The date ending the period for which the last premium contribution is made;
- (3) Full-time active duty in any Armed Forces, according to the referenced date shown in the Master Application. This does not include Reserve or National Guard duty for training;
- (4) The date the policy terminates;
- (5) The date the Insured's coverage ends; or
- (6) The date the Subscriber ceases to be a participant under the policy.

DESCRIPTION OF HAZARDS

HAZARD: SPECIFIC ACTIVITY

We will pay the benefits described in this Certificate for a covered loss by a Covered Person engaged in dive/diving. Dive/Dividing shall mean recreational snorkeling or scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, the Insured must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least 10 years of age and qualified as a diver; the holder of a valid diver's certificate (recognized by international diving organizations); and according to the generally accepted standards of the diving community or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

Unless otherwise stated, we will pay benefits for a covered loss, only once.

DESCRIPTION OF BENEFITS

BENEFIT A: BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT

If, within 1-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<u>Loss</u>	<u>Percentage of Principal Sum</u>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

In California, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.

In South Carolina, the complete severance of four whole fingers from one hand equals the loss of one hand.

"Severance" means the complete separation and dismemberment of the part from the body.

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- (1) **Hospital Room and Board** – charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** - charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** - charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) **Outpatient Hospital Expenses** - charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.

- (5) **Surgical Benefits** - charges for:
- (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit Amount shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
 - (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
 - (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) **Doctor's Visits** - charges by a Doctor for other than pre- or post-operative care:
- (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit – In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.
- Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.
- (7) **X-Ray and Laboratory** - charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.
- (8) **Nursing Services** - Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.
- (9) **Physiotherapy** - Charges for physiotherapy:
- (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
 - (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- (10) **Ambulance** - from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- (11) **Medical Equipment Rental** - charges for medical equipment for:
- (a) A wheelchair;
 - (b) An iron lung; or
 - (c) Other medical equipment for which prior approval by us has been given; up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

- (12) **Medical Services and Supplies** - Charges for medical services and supplies for:
- (a) Oxygen and its administration;
 - (b) Blood and blood transfusions;
- up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.
- (13) **Dental Treatment** - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Certificate.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
- (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);
 - (b) Voluntary self administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
- (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Certificate;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

1. Normal health checkups;
2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident;
3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - (a) Employed or retained by the Certificateholder; or
 - (b) Who is the Covered Person or a member of his immediate family;
4. Charges which:
 - (a) The Covered Person would not have to pay if he did not have insurance; or
 - (b) Are in excess of Usual, Reasonable and Customary charges.
5. An Injury that is caused by flight in:
 - (a) An aircraft, except as a fare-paying passenger;

- (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
- (c) An ultra light, hang gliding, parachuting or bungi-cord jumping;
- 6. Travel in or upon:
 - (a) A snowmobile;
 - (b) Any two or three wheeled motor vehicle;
 - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 8. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food;
- 9. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
- 10. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 11. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 12. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 13. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 14. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 15. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
- 16. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 17. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 18. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
- 19. Rest cures or custodial care;
- 20. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 21. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 22. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;
- 23. Prescription medicines unless specifically provided for under this Certificate.

PREMIUM PROVISIONS

GRACE PERIOD:

A grace period of 31-days is granted for each premium due after the first premium due date. Coverage will stay in force during this period unless notice has been sent, in accordance with the POLICY TERMINATION provision, of the intent to terminate coverage under this Certificate. Coverage will end if the premium is not paid by the end of the grace period.

PREMIUMS:

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Certificate with regard to change. Failure by the Certificateholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

CHANGES IN RATES:

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance is in effect;
- (2) Coinciding with a change in the coverage provided or classes eligible; or
- (3) Coinciding with a change in the risks we have assumed.

We will give 31 days written notice of any change under (1) above. Notice will be sent to the Certificateholder's most recent address in our records.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Certificate, the application of the Certificateholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Certificateholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Certificate will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Certificate. No agent may change this Certificate or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Certificate is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

RECORDS MAINTAINED:

The Certificateholder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under this Certificate.

We shall be permitted to examine the Certificateholder's records relating to coverage under this Certificate. Examination may occur at any reasonable time up to the later of:

- (1) The two year period after the expiration of the Certificateholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Certificateholder's coverage.

REPORTING REQUIREMENTS:

The Certificateholder or its authorized agent must report to us, by the premium due date:

- (1) The names of all persons insured on the Effective Date of this Certificate;
- (2) The names of all persons who are insured after the Effective Date of this Certificate;
- (3) The names of those persons whose insurance has terminated; and
- (4) Additional information required as agreed to by us and the Certificateholder.

CERTIFICATES OF INSURANCE:

A certificate of insurance will be delivered to the Certificateholder for delivery to a Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

NEWLY ACQUIRED SUBSIDIARIES:

The premium for this Certificate applies to the risks assumed on the Effective Date of this Certificate. Eligible employees or members of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under this Certificate, subject to the following conditions:

- (1) The Certificateholder has at least 50% controlling interest in the subsidiary.
- (2) An additional premium payment is required with a report to us and the name of any newly acquired subsidiary.
- (3) Necessary underwriting information must be furnished for us to determine the additional risks assumed.
- (4) Coverage will begin on the legal date of acquisition.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The Certificateholder shall be liable for payment of premium for the period during which such coverage remains in effect.

CONFORMITY WITH STATE STATUTES:

Any provision of this Certificate in conflict, on the Effective Date of this Certificate, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within 30 days Kentucky: 60 days after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Certificateholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Certificate provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY: (Applicable only if an Accidental Death or Dismemberment benefit is provided)

The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
 - (a) The amount we actually paid for such expenses; or
 - (b) The amount actually received from the third party for such expenses; and
- (2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Certificate, if the third party's liability is satisfied in an amount less than the benefits payable under this Certificate, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

SUBROGATION:

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Certificate less than 60 days after written proof of loss has been furnished as required by this Certificate. No such action shall be brought more than 3 years South Carolina: 6 years after the time written proof of loss is required to be furnished.

See Additional Benefits Below

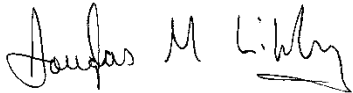
United States Fire Insurance Company
Administrative Office: 5 Christopher Way,
Eatontown, NJ 07724
(Hereinafter referred to as "the Company")

Gold/Platinum/Premier Diving Accident Plan
Certificate of Insurance

This Certificate of Insurance describes all of the travel insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Benefits. It provides the Insured with specific information about the program he or she purchased. The Insured should contact the Company immediately if he or she believes that the Confirmation of Benefits is incorrect.

Signed for the Company,

President,



Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and Certificate, the Policy will govern.

If the Insured is not completely satisfied with the insurance he or she must notify the Company within 10 days of purchase and return the certificate. The Company will give the Insured a full refund of premium provided he or she has not already departed on the Covered Trip or filed a claim.

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VI. SCHEDULE OF BENEFITS

SECTION I. COVERAGES

COVERAGE A TRIP INTERRUPTION

This Coverage A is made a part of the policy. It is subject to all the provisions of this Coverage A.

Benefits will be paid, up to the Maximum Benefit Amount, for the Additional Transportation Cost paid to return home, when You are prevented from completing Your Covered Trip due to:

A covered Diving Injury involving You which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;

Provided such circumstances occurred after Your Effective Date.

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

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

COVERAGE B BAGGAGE AND PERSONAL EFFECTS

This Coverage B Benefit is provided only if shown as covered in the Confirmation of Benefits.

For the purposes of this Benefit: "Baggage and Personal Effects" means Personal Diving Equipment used by an Insured during a Covered Trip.

The term Baggage and Personal Effects does not include:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;

4. trailers;
5. motors;
6. aircraft;
7. bicycles, except when checked as baggage with a Common Carrier;
8. household effects and furnishings;
9. antiques and collector items;
10. sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
11. prosthetic limbs;
12. prescribed medications;
13. keys, money, credit cards (except as coverage is otherwise specifically provided herein),
14. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
15. professional or occupational equipment or property, whether or not electronic business equipment; or
16. telephones, computer hardware or software;

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

The lesser of the following amounts will be paid:

- a) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage;
- b) the cost to repair or replace the article with material of a like kind and quality; or
- c) the maximum per item as stated in the confirmation of Benefits.

For Baggage Delay: If, while on a Covered Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 6 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. You

must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

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

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

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

COVERAGE C EMERGENCY MEDICAL EVACUATION AND RETURN OF REMAINS

This Coverage C Benefit is provided only if shown as covered in the Confirmation of benefits.

When You suffer loss of life for any reason or incur a Diving Injury during the course of a Covered Trip, the following benefits are payable, up to the Maximum Benefit Amount.

1. **For Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are in the Hospital for more than seven consecutive days and Your dependent children who are under 18 years of age and accompanying You on the Covered Trip, are left unattended, Economy Transportation will be paid to return the dependents to

their home (with an attendant, if considered necessary by the travel assistance company)."

If You are traveling alone and is in the Hospital for more than seven consecutive days and Emergency Evacuation is not imminent, upon Your or of Your next of kin if You are incapacitated, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your.

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

Benefits are paid less the value of Your original unused return travel ticket.

If benefits are payable under this Coverage C and You have other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. You shall:

- a) **notify the Company of any other insurance;**
- b) **help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;**
- c) **not do anything after the loss to prejudice the Company's rights; and**
- d) **reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.**

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

COVERAGE D LOST DIVING DAYS

This Coverage D Benefit is provided only if shown on the Confirmation of Benefits.

If You are unable to Dive during Your Covered Trip due to Injury as the result of a Diving Accident:

Benefits will be paid, up to the maximum as shown on the Confirmation of Benefits for the days lost until the end of the Covered Trip. The daily benefit is the lesser of the per day benefit as shown in the Confirmation of Benefits or the nonrefundable portion of the diving arrangements. If diving was purchased as part of a package, the daily benefit is the lesser of the per day benefit as shown in the confirmation of Benefits or the difference between the daily rate for divers and non-divers.

Your Injury must be such that in the opinion of a physician or qualified dive medical professional, would prevent You from diving while on a Covered Trip. Such physician or qualified dive medical professional must not be related to the Insured Person by blood or marriage.

For purposes of this section, the following definitions are added:

Injury means accidental bodily injury to You that:

1. is direct and independent of all other causes;
2. occurs while the Coverage in force;
3. is not otherwise excluded under the Policy; and
4. in the opinion of a physician or qualified dive medical professional, would prevent You from diving while on a Trip. Such physician or qualified dive medical professional must not be related to You by blood or marriage.

In addition to the General Exclusions:

SECTION II. DEFINITIONS

"Common Carrier" means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

"Confirmation of Benefits" means the coverage confirmation provided to You following enrollment and payment of the applicable premium.

"Covered Trip" means scheduled Diving Vacation where the required premium has been submitted prior to the effective date.

"Dive/Diving" means recreational snorkeling or scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, the Insured must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least 10 years of age and qualified as a diver; the holder of a valid diver's certificate (recognized by international diving organizations); and according to the generally accepted standards of the diving community or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

"Diving Vacation" means: A vacation, not to exceed 30 days, spent: (1) in a location at least 250 miles away from Your city of residence, (2) in a diving resort or diving facility and/or specifically includes diving.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Covered Trip.

"Family Member" means Your or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; father; step-parent.

"Hospital" means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care

facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Injury" or "Injuries" means accidental bodily injuries: (a) received while insured under the Policy and any attached coverages; (b) resulting in loss independently of sickness and all other causes; and (c) not excluded from coverage.

"Insured" means the person(s) named on the enrollment form or Roster as the Principal Participant, participant's spouse or participant's child.

"Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

"Legally Qualified Physician" means a physician, Qualified Diving medical professional or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of Your license; and (c) recognized as a physician in the place where the services are rendered.

"Maximum Benefit Amount" means the maximum amount payable for coverage provided to an Insured as shown in the Confirmation of Benefits.

"Medical Treatment" means treatment advice or consultation by a Legally Qualified Physician.

"Medically Necessary" means a service or supply which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

"Personal Diving Equipment" mean: 1. Diving equipment, Your property or property in Your control, which feeds compressed or enriched gas; 2. Floating balance; 3. Rapid release buckle on the diving appliance; 4. Belt and on the

weights; 5. Instrument to measure time and to measure depth (one per couple), and 6. Warning instrument showing depletion of gas in the tank.

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

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

"Travel Arrangements" means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the covered trip.

"Traveling Companion" means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the trip.

"Travel Supplier" means any entity or organization that coordinates or supplies travel services for You.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

SECTION III. INSURING PROVISIONS

Insured's Term of Coverage:

Coverage begins on the Effective Date and time specified in the Confirmation of Benefits. Coverage ends 365 days after your Effective Date.

SECTION IV. GENERAL LIMITATIONS AND EXCLUSIONS

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

1. resulting from suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, may vary by state;
2. resulting from an act of declared or undeclared war;

3. while participating in maneuvers or training exercises of an armed service;
4. while riding, driving or participating in races, or speed or endurance contests;
5. while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. while participating as a member of a team in an organized sporting competition;
7. while participating in skydiving, hang gliding, bungee cord jumping;
8. while piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. received as a result or consequence of being intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
10. to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. due to childbirth, pregnancy or voluntarily induced abortion;
12. for dental treatment (except as coverage is otherwise specifically provided herein);
13. which exceed the Maximum Benefit Amount for each attached coverage as shown in the Confirmation of Benefits: or;
14. diving while in an abnormal state of which You were aware and/or due to which You were disqualified or not entitled to engage in diving;
15. diving as a professional diver other than as a diving instructor, dive master, underwater photographer, or while performing research under the auspices and following the guidelines of the American Academy of Underwater Sciences (AAUS).
16. diving in an area where diving is forbidden

SECTION V. GENERAL PROVISIONS

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

representative and should include sufficient information to identify the Insured.

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

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

Time of Payment of Claims: The Company or its designated representative will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: (a) the Principal Insured predeceases You: and (b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

Other than for loss of life, if any benefit is payable to: (a) You or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release: or (b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

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

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

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

Other Insurance with the Company: You may be covered under only one travel policy with the Company for each Covered 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 selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

Additional Claims Provisions Specific to Baggage

Insured's Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

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

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

STATE EXCEPTIONS

ARKANSAS: The Provision entitled "Legal Actions" is amended so that the "three year" period reads "five years or within the time allowed by law".

FLORIDA: The Provision, Legal Actions is deleted and replaced with the following:

Legal Actions: No legal action for a claim can be brought against us until 60 days after we receive proof of loss. No legal action for a claim can be brought against us more than 5 years after the time required for giving proof of loss. This 5-year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

HAWAII: The provision entitled "Arbitration" is deleted in its entirety.

In the General Limitations and Exclusions section, the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents is deleted in its entirety.

IDAHO: The definition of Hospital is amended to read:

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

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

ILLINOIS: The following statement is added to **GENERAL CLAIM PROVISIONS**, the section titled **Time of Payment Of Claims**:

All claims will be paid within 30-days after receipt of due written proof of loss. If we have not paid the claim within this timeframe, we will pay interest at the rate of 9% from the 30th day after receipt of all necessary proof of loss, to the date of payment. We will not pay interest amounting to less than one dollar.

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

MAINE: The exclusion related to Terrorist Events is deleted in its entirety.

MISSISSIPPI: The provision entitled "Legally Qualified Physician" is amended to read:

"Legally Qualified Physician" means a health care practitioner or a Christian Science Practitioner (a) other than an Insured, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a health care practitioner in the place where the services are rendered.

The provision entitled "Notice of Claim" is amended so that the "20 days" notice reads "30 days".

The provision entitled "Time of Payment of Claims" is amended to read:

Benefits payable for any loss will be paid within 45 days after receipt of due written proof of such loss. Benefits due are overdue if not paid within 45 days after the Company or We receive proof of loss and the necessary information to adjudicate the claim and the necessary medical information and other information essential for Us to administer any coordination of benefits and subrogation provisions. If such information is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 45 days after the Company receives such proof. Any part or all of the remainder of the claim that is later supported by such proof is overdue if not paid within 45 days after the Company receives such proof. To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the claimant or beneficiary in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery.

If the claim is not denied for valid and proper reasons by the end of such period of 45 days, the Company must pay You interest on accrued benefits at the rate of one and one-half percent (1 ½ %) per month on the amount of such claim until it is finally settled or adjudicated.

In the event the Company fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest that may accrue as provided above and any other damages as may be allowable by law.

The Provision entitled "Physical Examination and Autopsy" is re-titled "Physical Examination" and amended to read:

Physical Examination: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company will bear all costs for this.

The provision entitled "Subrogation" is amended to read:

Subrogation: To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. No subrogation will occur until You have been made whole for your damages.

MISSOURI: The definition of Hospital is amended to read:

Hospital means a facility that:

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

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Legal Actions - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

The section entitled "General Limitations and Exclusions" is amended as follows: The exclusions related to the actual,

alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination or loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto are amended so that they do not apply if considered a Terrorist Act.

With regard to medical expenses, the "Payment of Claims" provision is amended by the addition of the following provision:

If You utilize a public hospital or clinic, and such hospital or clinic submits a claim for benefits, whether or not such person has made an assignment of benefits, the Company will pay the benefits provided by the policy directly to the hospital or clinic. If, however, a claim for benefits provided by the policy is paid and then such public hospital or clinic files a claim for benefits, the Company will not be liable for the duplicate payment of such benefits to such hospital or clinic.

With regard to Proof of Loss for the medical expense and Accidental Death and Dismemberment benefits, the provision is amended to read:

Proof of Loss: Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

MONTANA: Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this certificate.

In the General Limitations and Exclusions section, the exclusion related to pregnancy and childbirth is deleted in its entirety.

NEW HAMPSHIRE: The definition of "Family Member" is amended to read:

"Family Member" means an Insured's or a Traveling Companion's: legal spouse or common-law spouse where legal; legal guardian; son or daughter (adopted, foster or step); child placed for adoption with the Insured or Traveling Companion; son-in-law; daughter-in-law; grandmother; grandmother-in-law; grandfather; grandfather-in-law; grandchild; aunt; uncle; niece; or nephew; brother, step-brother; sister; step-sister; brother-in-law; sister-in-law; mother; father; step-parent.

The definition of "Hospital" is amended to read:

"Hospital" means (a) a place that operates according to law in the state where it is located; and b) a place 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: Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Proof of Loss" is amended to read:

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.

NEW YORK MANDATES: Under New York Law, certain mandated benefits are required to be provided under a medical expense policy.

The Company will pay benefits as applicable to this program for such mandates.

The definition of "Hospital" is amended to read:

"Hospital" means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395xk);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and

Is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

SOUTH CAROLINA: The provision entitled "Legal Actions" is amended so that the "three year" period reads "six years".

The provision entitled "Subrogation" is amended to read:

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right for not more than the amount of insurance benefits that the Company has paid previously in relation to THE Insured's Injury by the liable Third Party. An Insured shall help the Company exercise the Company's

rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. Attorneys' fees and costs must be paid by the Company from the amounts recovered.

The provision entitled "Time of Payment of Claims" is amended to read:

Time of Payment of Claims: The Company or its designated representative will pay the claim within 60 days after receipt of acceptable proof of loss.

VERMONT: The following disclosure is added to the certificate as follows:

THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. READ YOUR CERTIFICATE CAREFULLY.

The following provision is added to the General Provisions section:

Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

It is understood that policy definitions and provisions designating

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other policy or certificate definitions and provisions designating an insured under this certificate are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

In the General Limitations and Exclusions section, the exclusion related to racing is amended to include "only when racing in a professional capacity".

In the General Limitations and Exclusions section, the exclusions relating to mountaineering, skydiving, hang gliding, bungee cord jumping, scuba diving and the exclusion related to device, weapon or material employing or involving chemical, biological, radiological or similar agents are deleted in their entirety.

WEST VIRGINIA: The following exclusions are amended to read as follows:

7. while participating in skydiving, hang gliding, bungee cord jumping, scuba diving if the depth exceeds 130 feet or if the Insured is not certified to dive and a dive master is not present during the dive; or deep sea diving;

WISCONSIN: The provision entitled "Subrogation" is amended to read:

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. An Insured shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. No subrogation will take place until the Insured is made whole.

In the General Limitations and Exclusions section, the exclusion related to device, weapon or material employing or

involving chemical, biological, radiological or similar agents is deleted in its entirety.

WYOMING: The provision entitled "Legal Actions" is amended so that the "three year" period reads "four years".

VI. SCHEDULE OF BENEFITS

BENEFITS	GOLD	PLATINUM	PREMIER
Coverage	Primary	Primary	Primary
Accident Medical and Rescue Expenses Following Diving Accident, Including Emergency Evacuation	\$50,000	\$150,000	\$250,000
Death as a Result of Diving Accident - Optional	\$10,000 \$25,000	\$10,000 \$25,000	\$10,000 \$25,000
Loss of Diving Gear Following a Diving Accident	\$500	\$1,500	\$2,500
Repatriation of Remains to Home Country	\$5,000	\$7,500	\$10,000
Flight/Accommodation – Extra Expenses Following a Diving Accident	N/A	\$2,500	\$5,000
Emergency Reunion – Escort/Family	N/A	\$1,000	\$2,500
Loss of Diving Days Due to a Diving Accident	N/A	\$100 per day (\$500 max)	\$250 per day (\$1,000 max)
Depth Limit	None	None	None
Short-Term Coverage available	N/A	Yes	N/A