# Medical Evacuation, Repatriation & Security Evacuation



*designed for* **Arizona State University** Study Away

# 2022-2023 Policy # US1630711

Administered by Cultural Insurance Services International Underwritten by United States Fire Insurance Company

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MEDICAL

EMERGENCY

SECURITY

# United States Fire Insurance Company

Administrative Office: 5 Christopher Way, Eatontown, NJ 07724

#### TRAVEL INSURANCE POLICY

#### Arizona State University – Study Away

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

# PLEASE READ THIS DOCUMENT CAREFULLY FOR FULL DETAILS

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

Signed for United States Fire Insurance Company By:

Marc J. Adee Chairman and CEO

Michael & Miline

Michael P. McTigue Secretary

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# SCHEDULE OF BENEFITS

#### **Limitation on Multiple Benefits**

If the Insured incurs one or more losses from the same covered Unforeseen reason for which amounts are payable under more than one of the following benefits, the maximum amount payable under all benefits combined will not collectively exceed the largest Maximum Benefit Amount shown in the Schedule of Benefits for any one of the following applicable benefits. We indemnify all covered losses arising from the same covered Unforeseen reason at the amount of the largest applicable Maximum Benefit Amount.

SECTION IV Travel Arrangement Protection	Maximum Benefit Amount
Medical Evacuation and Repatriation of Remains	Up to \$250,000
Emergency Medical Evacuation	Included
Medical Repatriation	Included
Repatriation of Remains	Included
Transportation of Children/Child	Included up to \$1,000
Transportation to Join the Insured	Included up to \$1,000
Political or Security Evacuation and Natural Disaster Evacuation	Up to \$100,000

# SECTION I COVERAGE PROVISIONS

# Who Is Eligible For Coverage

A person who is booked to travel on a Trip. Coverage is only available for persons under age 100. Coverage is only available for persons who are a citizen or resident or alien resident of the United States of America.

# SECTION II WHEN COVERAGE BEGINS AND ENDS

# When Coverage Begins:

# This is the Insured's Effective Date and time for All Coverages: Coverage begins:

1. on the date and time the Insured departs on the first Travel Arrangement (or alternate travel arrangement if the Insured must use an alternate Travel Arrangement to reach the Scheduled Destination) for his/her Trip;.

#### When Coverage Ends:

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

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

# SECTION III EXTENSION OF COVERAGE

#### Automatic Extension of Coverage

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

Benefits will not exceed the Maximum Benefit Amount shown in the Schedule of Benefits.

# SECTION IV TRAVEL ARRANGEMENT PROTECTION

# MEDICAL EVACUATION AND REPATRIATION OF REMAINS

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

# **Emergency Medical Evacuation**

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

1. the local attending Physician and Our designated Travel Assistance Services Provider determine that the Insured's condition is acute, severe or life threatening; and

2. that adequate Medically Necessary treatment is not available in the Insured's immediate area.

# **Medical Repatriation**

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

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

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

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

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

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

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

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

# **Repatriation of Remains**

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

Repatriation Expenses means:

- a) embalming or local cremation; and
- associated temporary storage costs for up to 60 days, or until local authorities of the country/state in which the death occurred, will permit further transportation of the body, whichever is later; and the most economical coffin or receptacle adequate to transport the remains;
- c) the cost of transportation of the remains, by the most direct and economical conveyance and route possible, to:
  1) the nearest location where the body can be embalmed or cremated, if not locally available; and/or 2) the receiving funeral home or morgue, at the Return Destination, or a different place of burial within United States and
- d) the cost for the creation and transmission of necessary documentation required to transport the body, such as a death certificate, autopsy or police report.

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

**Dispatch of a Physician:** If the local attending Physician and Our designated Travel Assistance Services Provider cannot adequately assess the Insured's needs for Emergency Medical Evacuation or transportation, and a Physician is dispatched by the Travel Assistance Services Provider to make such assessment, benefits will be paid for the travel expenses incurred and medical services provided by the dispatched Physician.

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

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

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

**Transportation of Children/Child**: If the Insured dies or is unable to travel due to an Emergency Medical Evacuation, We will pay up to the cost of a single one-way economy transportation ticket, or same class as the original transportation ticket, less the value of any applied credit from any unused return travel tickets for each person, to return the Insured's Children/Child who were accompanying the Insured on the Insured's Trip (and any accompanying minor persons under the Insured's care) who are left unattended by the Insured's death or Hospitalization to their Primary Residence or to the Insured's residence in the United States, including the cost of an attendant, if considered necessary by Us or Our designated Travel Assistance Services Provider.

**Transportation to Join the Insured:** If the Insured is or will be unable to travel due to an Emergency Medical Evacuation or Injury and Sickness that occurred during the Insured's Trip, We will pay, up to the cost of a single round-trip economy transportation ticket, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Reasonable Additional Expenses for one person chosen by the Insured to visit the Insured's bedside, provided the Inured is traveling alone and Emergency Medical Evacuation is not imminent.

The Insured must provide all receipts for all covered expenses incurred during the stay.

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

# POLITICAL OR SECURITY EVACUATION

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Political or Security Evacuation expenses and Related Costs incurred for the Insured's transportation, if the Insured must interrupt their Trip for a covered Political or Security Event and while traveling outside the Insured's Home Country.

The Political or Security Evacuation must occur within 14 days of the Political or Security Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with the Insured's health and safety.

Following the Political or Security Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return the Insured to one of the following locations as chosen by the Insured:

- a. back to the Host Country if return is safe and permitted; or
- b. to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

# POLITICAL OR SECURITY EVACUATION COVERAGE DEFINITIONS

**Political or Security Evacuation** means the Insured's extraction from or within the Host Country due to an Occurrence that results in the Insured being placed in imminent physical danger.

#### Political or Security Event means:

- 1. civil, military or political unrest for which a formal written recommendation from the appropriate local government authorities, or the U.S. State Department, for the Insured to leave a country is issued;
- 2. the Insured being expelled or declared a persona non-grata by a country the Insured is visiting on their Trip;
- 3. the Insured or the Insured's Traveling Companion are the victim of Felonious Assault while on their Trip.

#### POLITICAL OR SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS

- 1. The benefits and services described herein are provided to the Insured only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
- 2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
- 3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Political or Security Evacuation. However, the decision to travel is the Insured's sole responsibility;
- 4. The Insured will be responsible for all transportation and living costs while located at the safe haven;
- 5. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide the Insured an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Political or Security Evacuation from OFAC designated countries;
- 6. We will not pay any costs or expenses arising from:
  - a. Political or Security Evacuation from the Insured's Home Country;
  - b. Political or Security Evacuation when the Political or Security Event precedes the Insured's arrival in the Host Country;
  - c. Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of the Insured's Home Country or the Host Country for a period of more than seven (7) days and the Insured has failed to notify Us or Our designated Travel Assistance Services Provider regarding the Insured's need to be evacuated;
  - d. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause;
  - e. We will not pay for more than one (1) Political or Security Evacuation from a country or territory per Trip;
  - f. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by the Insured; b) alleged violation of the laws of the country the Insured is visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
  - g. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) the Insured's non-compliance with a contract, license or permit;
  - h. We will not pay for any loss or expense arising from or due to liability assumed by the Insured under any contract;
  - c. the Insured's arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding the Insured's arrival into that country on their Trip.

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

**Right of Recovery:** If, after a Political or Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to a Political or Security Event, We have the right to recover all transportation and Related Costs from the Insured.

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

#### NATURAL DISASTER EVACUATION

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable Natural Disaster Evacuation expenses and Related Costs incurred for the Insured's transportation, if the Insured must interrupt their Trip for a covered Natural Disaster Event and while traveling outside the Insured's Home Country.

The Natural Disaster Evacuation must occur within 14 days of the Natural Disaster Event, and the arrangements will be by the most appropriate and by most efficient, practical and economical means available and consistent with the Insured's health and safety.

Following the Natural Disaster Evacuation and when safety allows, We will pay for one-way economy transportation and Related Costs to return the Insured to one of the following locations as chosen by the Insured:

- a. back to the Host Country if return is safe and permitted; or
- b. back to the Insured's Home Country; or
- c. back to the Insured's Return Destination; or
- d. to the Nearest Place of Safety necessary to ensure the Insureds safety and well-being as determined by Us or Our designated Travel Assistance Services Provider.

#### NATURAL DISASTER EVACUATION COVERAGE DEFINITIONS

**Natural Disaster Evacuation** means the Insured's extraction from or within the Host Country due to a Natural Disaster Event that results in the Insured being placed in imminent physical danger.

**Natural Disaster Event** results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate local government authorities of the Host Country, and the area is deemed to be Uninhabitable or dangerous.

# NATURAL DISASTER EVACUATION COVERAGE CONDITIONS AND LIMITATIONS

- 1. The benefits and services described herein are provided to the Insured only if authorized, arranged and coordinated by Us or Our designated Travel Assistance Services Provider;
- 2. We will not pay for any loss or expense recoverable under any other valid and collectible insurance or through an employer;
- 3. We or Our designated Travel Assistance Services Provider has sole discretion regarding the means, methods and timing of a Natural Disaster Evacuation. However, the decision to travel is the Insured's sole responsibility;
- 4. The Insured will be responsible for all transportation and living costs while located at the safe haven;
- 5. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide the Insured an evacuation or any additional services when United States of America law, local laws or regulatory agencies prohibit the rendering of such evacuation or service. We will not cover a Natural Disaster Evacuation from OFAC designated countries;
- 6. We will not pay any costs or expenses arising from:
  - a. Natural Disaster Evacuation from the Insured's Home Country;
  - b. Natural Disaster Evacuation when the Natural Disaster Event precedes the Insured's arrival in the Host Country;
  - c. Natural Disaster Evacuation when the evacuation notice has been issued or posted by the recognized government of the Insured's Home Country or the Host Country for a period of more than seven (7) days

and the Insured has failed to notify Us or Our designated Travel Assistance Services Provider regarding the Insured's need to be evacuated;

- d. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause;
- e. We will not pay for more than one (1) Natural Disaster Evacuation from a country or territory per Trip;
- f. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by the Insured; b) alleged violation of the laws of the country the Insured is visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas;
- g. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) the Insured's non-compliance with a contract, license or permit;
- h. We will not pay for any loss or expense arising from or due to liability assumed by the Insured under any contract;
- i. the Insured's arrival into a country for which a formal recommendation in the form of a travel alert or travel warning from the U.S State Department advising caution at a level 4 or higher in traveling to specified destinations due to reasons such as armed violence, civil or political unrest, high incidence of crime (specially kidnapping and/or murder), natural disaster or outbreak of one or more contagious diseases has been issued preceding the Insured's arrival into that country on their Trip.

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

**Right of Recovery**: If, after a Natural Disaster Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to a Natural Disaster Evacuation, We have the right to recover all transportation and Related Costs from the Insured.

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

#### SECTION V GENERAL DEFINITIONS

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

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

Air Common Carrier means an air conveyance operated under a license for the transportation of passengers.

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

Children/Child means a person under age of 18 and primarily dependent on the Insured for support and maintenance.

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 or involvement in acts of violence that causes immediate danger, damage, or injury to others or their property.

**Common Carrier** means regularly scheduled air, land, and seaconveyance operated under a license for the transportation of passengers

**Designated Security Consultant means** an employee of a security firm under contract or Our designated Travel Assistance Services Provider who is experienced in security and measures necessary to ensure the Insured's safety while in his/her care.

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

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

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

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

Family Member means the following relatives of the Insured:

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

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

**Financial Default or Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary by an airline, Travel Supplieror other travel provider provided the Financial Default or Financial Insolvency occurs more than 30 days following the Insured's Effective Date for the Trip Cancellation Benefits.

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

**Home Country** means the country or territory of residence or the Insured's citizenship as shown on the Insured's passport. If the Insured has dual citizenship, for the purposes of this benefit, the Insured's Home Country is the country of the passport the Insured uses to enter the Host Country, while covered under this Policy.

Hospital means a facility that:

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

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# A Hospital does not include:

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

**Hospitalized or Hospitalization** means admitted to a Hospital overnight or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

**Host Country** means a country or territory the Insured is visiting or in which the Insured is living which is not the Insured's Home County, other than an excluded country, while covered under this Policy.

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

# Insured, The Insured means:

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

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

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

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

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

**Missing Person** means the Insured who disappeared for an unknown reason and whose disappearance was reported to the government authority(ies) in the Insured's Home Country or the Host Country.

**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.

**Nearest Place of Safety** means a location determined by Us or Our designated Travel Assistance Services Provider where:

 a) the Insured can be presumed safe from the Occurrence that precipitated the Insured's security evacuation; and T7000GBP
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- b) the Insured has access to transportation to the Insured's Home Country; and
- c) the Insured has the availability of temporary lodging, if needed.

Occurrence means any of the following situations in which the Insured finds themselves while covered by this Policy:

- a. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
- b. political or military events or Civil Disorder or Riot involving a Host Country, if the government authorities in the Insured's Home Country or in the Host Country issue an advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;
- c. Natural Disaster within 7 days of an event;
- d. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;

**Partial Hospitalization** means an outpatient program specifically designed for the diagnosis or active treatment of a serious mental disorder when there is a reasonable expectation for improvement or when it is necessary to maintain a patient's functional level and prevent relapse or full hospitalization. Partial Hospitalization programs are usually furnished by a Hospital as distinct and organized intensive ambulatory treatment service of less than 24-hour daily care.

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

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

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

**Related Costs** means food, lodging and if necessary, physical protection for the Insured during the transport to the Nearest Place of Safety.

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

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

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

# Scheduled Return Date means

the date on which the Insured is originally scheduled to return from their Trip to the point of origin.

**Scheduled Trip Departure City** means the city from which the Insured is originally scheduled to depart on the Trip where the scheduled tour or cruise on which the Insured is to participate originates.

**Sickness** means an illness or disease of the body, that commences while the Insured's 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 the Insured's coverage is not a Sickness as defined herein and is not covered by the Policy.

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

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

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

**Travel Arrangements** means: (a) transportation; (b) Accommodations; and (c) other specified services arranged for the Insured's Trip arranged by, but not directly provided by the Insured's Travel Supplier.

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

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

#### Travel Supplier means

any entity or organization that coordinates or supplies Travel Arrangements for the Insured:

- 1. from whom Policy is purchased; and
- 2. with whom the Insured booked the Insured's Travel Arrangements. A homeowner is not a Travel Supplier.

**Trip** means a scheduled Trip of 365 days or less in length for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**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.

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

**Verified Physical Attack** means the Insured's deliberate physical harm as confirmed by documentation or physical evidence.

Verified Threat of Physical Assault means any threat made either directly or indirectly to kill, injure or abduct the Insured, as confirmed by documentation or physical evidence.

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

Willful means deliberate or intentional.

#### SECTION VI EXCLUSIONS AND LIMITATIONS

Unless otherwise shown below, these exclusions apply to the Insured.

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

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

- 1. suicide, attempted suicide or any intentionally self-inflicted injury of the Insured, a Traveling Companion, Family Member or Business Partner booked and scheduled to travel with the Insured, while sane or insane. This exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
- 2. being under the influence of drugs, marijuana or narcotics, unless administered upon the advice of a Physician as prescribed;
- 3. activities, losses, or claims involving or resulting from possession, production, processing, sale, or use of marijuana, illegal drugs, alcohol or substances are excluded from coverage;
- 4. expenses incurred by any Child born or adopted during the Insured's Trip;
- 5. war or act of war, including invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war, except as the Policy specifically provides otherwise;
- 6. participation in a Civil Disorder or Riot, or insurrection;
- 7. the commission of or attempt to commit a felony or being engaged in an illegal occupation by the Insured, a Traveling Companion, Family Member, or Business Partner. The sole exception to this exclusion is for situations where a Family Member commits, or attempts to commit, an act of violence against another Family Member. In such cases, the Family Member who is the victim, or the intended victim, of the act of violence is still eligible to have his or her loss or losses covered under the Policy;
- 8. 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;
- 9. air travel on a privately owned aircraft (whether as a pilot or a passenger);
- 10. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 11. a loss or damage caused by detention, confiscation or destruction by customs;
- 12. failure of any tour operator, Common Carrier, or other travel entity, person or agency to provide the bargained-for Travel Arrangements for reasons other than Financial Insolvency or Financial Default. Important: there is no coverage for losses due to, arising or resulting from the Financial Insolvency or Financial Default of the Insured's Travel Supplier or any entity that sold, solicited, negotiated, offered or disseminated this coverage to the Insured or the Insured's Traveling Companion;
- 13. expenses resulting from a motor vehicle accident, unless the driver is properly licensed to operate the vehicle at the place and time of the Accident;
- 14. gross negligence, or Willful and Wanton conduct by the Insured or the Insured's Traveling Companion.

# MEDICALLY FIT TO TRAVEL EXCLUSION:

We will not pay any expense as a result of the Insured having been advised in writing that the Insured is are not Medically Fit to Travel at the time of purchase of coverage for a Trip, as defined in the Policy.

If coverage for a Trip is purchased and it is later determined that the Insured was not Medically Fit to Travel at the time of purchase of coverage for the Insured's Trip, as defined in the Policy, the coverage is void and premium paid will be returned.

#### SECTION VII CLAIMS PROCEDURES

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

#### SECTION VII HOW TO FILE A CLAIM

**Notice of Claim:** Notice of claim must be reported to Us or Our authorized representative within 20 days, no later than 1 year after a loss occurs or as soon as is reasonably possible. The Insured or someone on the Insured's behalf may give the notice. The notice should be given to Us or Our authorized representative and should include sufficient information to identify the Insured. Failure by the Insured or someone on the Insured's behalf to make such notification may result in no benefits being paid.

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

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

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

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

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

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

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

**Disagreement Over Size of Loss**: If there is a disagreement about the amount of the loss, either the Insured or Us can make a written demand for an appraisal. After the demand, the Insured and Us each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. We will pay the appraiser if We choose. The Insured will share with Us the cost for the arbitrator and the appraisal process.

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

**Recovery**: To the extent We pay for a loss suffered by the Insured, We will be assigned the rights and remedies the Insured had relating to the loss. The Insured will be made whole before We begin recovery. Our right to be reimbursed

has priority over the Insured's right to be made whole. This means that Our right of recovery applies even if the Insured's entire loss has not been compensated. However, the amount of Our recovery will be reduced by a proper share of the Insured's legal fees and the Insured's expenses needed to obtain the refund.

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

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

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

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

#### SECTION VIII GENERAL PROVISIONS

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

**Certificates**: The Company will issue Certificates to the Policyholder for their Insureds. Such Certificates will describe each person's benefits and rights under this Policy.

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

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

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

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

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

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

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.

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

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

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

**Primary Insurance:** The insurance provided by this Policy will be paid on a primary basis, regardless of any other coverage. We will pay the applicable eligible benefit, subject to any Deductible amount. We will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be covered. We will pay the claim first then seek to recover any payments made by a Third Party.

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

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

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



# 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 Privacy Notice – A&H

comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

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

#### **About Our Websites**

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

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

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

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

#### How to contact us

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

305 Madison Avenue Morristown, NJ 07960 privacyinformation@cfins.com

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

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

#### For California Residents Only:

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

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

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

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

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

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

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

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

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

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

January 2020