



**EUROPETRAVEL PLUS™**  
**PERSONAL PROPERTY AND LIABILITY RIDER**

Attaching to and forming part of the EuropeTravel Plus Certificate of Insurance and Master Policy, in consideration of additional Premium, and subject to all other Terms of the insurance, all Insured Persons who have elected the Personal Property and Liability Rider will be entitled to the benefits listed below:

**The following benefits are added to the BENEFIT SUMMARY:**

<b>Legal Assistance, Loss or Theft of Personal Property and Liability, Felonious Assault</b> <small>NOT Subject to Deductible unless otherwise noted            Eligible Medical Expenses are limited to Usual, Reasonable and Customary            Maximum Limits per Period of Coverage or if indicated, per Lifetime</small>	
<b>Legal Assistance</b> <ul style="list-style-type: none"> <li>● When the Insured Person received a legal summons, threat of lawsuit, or other notice of a third-party claim regarding a personal injury or property damage liability</li> <li>● Initial Consultation</li> <li>● Attorney Binder Fee Maximum: \$500</li> <li>● PERSONAL PROPERTY AND LIABILITY provision for further details and requirements</li> </ul>	100%
<b>Loss or Theft of Personal Property</b> <ul style="list-style-type: none"> <li>● Personal Property Maximum per item Limit: \$50</li> <li>● Personal Property Maximum Limit: \$1,000</li> <li>● Loss or Theft of Personal Papers Maximum Limit: \$250</li> <li>● Refer to the PERSONAL PROPERTY AND LIABILITY provision for further details and requirements</li> </ul>	100%
<b>Personal Liability</b> <ul style="list-style-type: none"> <li>● Secondary to any OTHER INSURANCE</li> <li>● Injury to a Third Person:               <ul style="list-style-type: none"> <li>○ Per Injury Deductible: \$100</li> <li>○ Maximum Limit: \$2,500</li> </ul> </li> <li>● Damage to Third Person's Property:               <ul style="list-style-type: none"> <li>○ Per damage Deductible: \$100</li> <li>○ Maximum Limit: \$500</li> </ul> </li> <li>● Not Eligible for coverage:               <ul style="list-style-type: none"> <li>○ Injury to a Related Third Party</li> <li>○ Damage to Related Third Person's Property</li> </ul> </li> <li>● Refer to the PERSONAL PROPERTY AND LIABILITY provision for further details and requirements</li> </ul>	100%
<b>Felonious Assault</b> <ul style="list-style-type: none"> <li>● Lifetime Maximum: \$10,000</li> <li>● Separate benefit from medical</li> <li>● Refer to the FELONIOUS ASSAULT provision for further details and requirements</li> </ul>	100%

The following provisions are added to the end of the EuropeTravel Plus Certificate of Insurance:

## **EuropeTravel Plus™ Personal Property and Liability Rider Additional Provisions**

The following are two (2) new provisions added to the Certificate of Insurance:

**PERSONAL PROPERTY AND LIABILITY:** Subject to the Terms of this Certificate, including without limitation the various limits and sub-limits set forth in the BENEFIT SUMMARY, and all of the conditions precedent and exclusions set forth in this provision, the Company will pay to, pay on behalf of, and/or reimburse the Insured Person for certain losses, claims, liabilities, fees and expenses as hereinafter set forth, if incurred by the Insured Person during the Period of Coverage and while this Certificate is in effect.

**(1) Loss or Theft of Personal Property:** Subject to the Terms of this Certificate, including the various limits and sub-limits set forth in the BENEFIT SUMMARY and the conditions precedent and exclusions set forth below, the Company will pay to or reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY with respect to Baggage lost or stolen during the Period of Coverage, Valuables lost or stolen during the Period of Coverage, and Personal Papers lost or stolen during the Period of Coverage.

(a) **Depreciation Schedule:** With respect to any covered loss or theft of Baggage or Valuables, coverage benefits up to the applicable limits set forth in the BENEFIT SUMMARY shall be determined based upon a depreciated value of the initial purchase price for all items of Baggage or Valuables so lost or stolen, calculated for each year from the date of purchase of the Baggage and/or Valuables as follows:

First Year	90%
Second Year	60%
Third Year	40%
Fourth Year	30%
Fifth Year	20%
Sixth Year	15%
Seventh Year	10%
Eighth Year	7%
Ninth Year	5%
Tenth Year	3%

Benefits shall not apply to any items of Baggage or Valuables that were purchased more than ten (10) years prior to the date of the loss or theft.

(b) **Conditions Precedent to Coverage:** The following conditions precedent, restrictions, limitations and requirements shall be fully complied with before the Insured Person is eligible for or entitled to coverage of the benefits contained in this provision as follows:

- (i) All incidents or occurrences of any loss or theft of Baggage, Valuables or Personal Papers shall be reported by the Insured Person to the local police or other law enforcement agency with jurisdiction within twenty-four (24) hours of the discovery of the loss or theft, and the Insured Person shall obtain an official report of same, which must include a crime reference number (Police Report). Thereafter, the Insured Person shall provide a full and complete copy of the official Police Report to the Company within fifteen (15) days of the date of discovery of the loss or theft.
- (ii) In the event that Baggage, Valuables, or Personal Papers are lost or stolen during or in connection with a Common Carrier on which the Insured Person is traveling, the loss or theft must be immediately reported to the Common Carrier and a Property Irregularity Report (PIR) must be obtained from the Common Carrier and a copy thereof provided to the Company within fifteen (15) days of the loss or theft.
- (iii) In the event that the Common Carrier is liable or responsible for any loss or theft of any Baggage, Valuables or Personal Papers of the Insured Person, benefits under this insurance will be further limited to the applicable depreciated amount or value of the loss, after first deducting therefrom any compensation, payment or other remuneration paid or payable by the Common Carrier on account of such liability, and thereafter up to the limits and sub-limits as shown in the BENEFIT SUMMARY, and subject to all other Terms of this insurance.
- (iv) Coverage benefits for Personal Papers that have been lost or stolen during the Period of Coverage will be reimbursed up to the amount shown in the BENEFIT SUMMARY, and shall cover only the reasonable costs and expenses actually incurred and paid by the Insured Person directly relating to obtaining replacement of such lost or

stolen Personal Papers. No coverage or benefits are available under this insurance for the face value, cash value, or surrender value of any Personal Papers.

- (v) Except where a shorter notice period is required under the Terms of this insurance (in which case the shorter notice period shall apply), if the Insured Person incurs any loss or theft of Baggage, Valuables, or Personal Papers covered by this insurance, the Company must be notified within fifteen (15) days of the loss or theft, and shall in all events be provided full and complete copies of all necessary and appropriate documents required to substantiate the claim, including without limitation Police Reports, Property Irregularity Reports (PIR), proof of ownership and proof of purchase, purchase and payment receipts, appraisals, and any other supporting documentation reasonably required or requested by the Company to properly investigate and administer the claim.
- (vi) Prior to and as a condition precedent to any coverage or provision of benefits for the loss or theft of any Baggage, Valuables, or Personal Papers, the Insured Person shall fully cooperate with the Company with respect to any investigation or review of the claim, and the Insured Person shall provide the Company with any additional information that may be reasonably required or requested to verify the loss or theft, and/or the ownership or value of all items for which the claim is submitted.

(2) **Legal Assistance:** Subject to the Terms of this insurance, including without limitation the various limits and sub-limits set forth in the BENEFIT SUMMARY and the exclusions and Conditions Precedent to Coverage precedent set forth above and below, the Company will advance to the Insured Person up to the amount shown in the BENEFIT SUMMARY as a legal retainer and/or for initial legal consultation expenses in the event an Insured Person receives a legal summons, threat of lawsuit, actual lawsuit, or other notice of a third-party claim against the Insured Person in regard to personal injury or property damage liability.

**Conditions Precedent to Coverage:**

- (a) As a condition precedent to the provision of any coverage or benefits to the Insured Person for Legal Assistance the Insured Person must notify the Company within five (5) days of any act, omission or occurrence that may create or impose any personal liability to the Insured Person, and also within five (5) days of the hiring or retention of any attorney, lawyer or other legal advisor, and also within five (5) days of the initiation or receipt of service of any actual or threatened lawsuit, notice of third-party claim, or proceeding filed or threatened to be filed against the Insured Person. In addition, such notification(s) to the Company shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage, and a description of the nature and approximate amount of any damages suffered by any third person. In addition, immediately upon receipt thereof, the Insured Person shall provide to the Company copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or upon by the Insured Person or his/her counsel. Any failure to so notify or provide papers or documents to the Company in strict accordance with the foregoing shall be deemed to be and will result in a forfeiture and waiver of any and all benefits, claims and/or coverage otherwise provided by this insurance under this provision.
- (b) Neither the Company nor the Plan Administrator shall have any right, obligation, or authority of any kind to recommend, locate, approve or ultimately select, appoint or retain any lawyers, attorneys, or other legal counselors or advisors for the Insured Person or on his/her behalf or to make, suggest, determine or assert any defense, prosecution or other legal decisions or strategies for the Insured Person or on his/her behalf, and all such undertakings and decisions shall be solely and exclusively retained and made by the Insured Person and his/her independently-selected attorneys, lawyers, and other legal advisors and counselors.
- (c) The Company shall have the absolute right and authority without further consent or approval from the Insured Person to intervene in the Company's own name and on the Company's own behalf as a party in interest with respect to any lawsuit, civil action or other proceeding in which the Insured Person is involved and for which the Company may have exposure for coverage or benefits under this insurance, and shall be entitled to fully participate, receive due and proper notice of all matters, and have an opportunity to be heard with respect to all issues, controversies and other proceedings or hearings of any kind.
- (d) As a condition precedent to any liability or obligation of the Company to provide any coverage or benefits for Legal Assistance and/or personal liability under this insurance, no settlement, compromise, accord, admission of fault or liability, default, default judgment, waiver, release, indemnity, hold harmless, or other concession of any kind shall be given, made, committed, allowed, granted or agreed to by the Insured Person or on his/her behalf to any third person without prior express written approval and consent from the Company, and any failure to comply with this condition precedent shall void, waive and forfeit all benefits and coverage for Legal Assistance, or coverage for personal liability under this insurance.
- (e) No coverage or benefits incurred for Legal Assistance will be eligible for payment or reimbursement unless and until the Insured Person has submitted to the Company full and complete copies of detailed billing statements and invoices describing and identifying with particularity all activities and tasks undertaken by the Insured Person's attorneys, lawyers, or other legal advisors, including a designation of the amount of time spent, to the nearest one tenth (1/10) of one (1) hour, on each such task or activity; provided, however, that initial consultation expenses up to the amount shown in the BENEFIT SUMMARY may be advanced by the Company to the Insured Person or for his/her benefit so long as all of the foregoing information and documentation is received by the Company within thirty (30) days after providing the advance of funds.

- (f) No coverage or benefits shall be eligible or available under this insurance with respect to any legal fees, legal costs or expenses, or for any personal liability awards or judgments entered, incurred or established later than one (1) year after the act, omission, event or occurrence for which benefits and coverage may otherwise be available under this insurance. The foregoing limitation and restrictions to coverage shall act as a contractual "statute of limitations" with respect to any claim for benefits or coverage for Legal Assistance, or personal liability that the Insured Person may make under this insurance, and all claims for benefits submitted, incurred or attaching after the running of such one (1) year period shall be forever barred, waived and without entitlement to coverage under this insurance.
- (3) **Personal Liability:** Subject to the Terms of this insurance, including without limitation the various limits and sub-limits set forth in the BENEFIT SUMMARY and the conditions precedent and exclusions set forth above and below, the Company will pay or reimburse the Insured Person for eligible court-entered judgments or Company approved settlements arising as a result of or in connection with the Insured Person's Personal Liability incurred for acts, omissions and other occurrences covered under this insurance for losses or damages solely, directly and proximately caused by the negligent acts or omissions of the Insured Person during the Period of Coverage that result in the following:
- (i) Injury to a third person occurring during the Period of Coverage, subject to the limits and sub-limits set forth in the BENEFIT SUMMARY
  - (ii) Damage or loss to a third person's personal property during the Period of Coverage, subject to the limits and sub-limits set forth in the BENEFIT SUMMARY.

With respect to covered and eligible Personal Liability claims, the Company will pay or reimburse the Insured Person for associated reasonable legal fees and out-of-pocket costs incurred by the Insured Person with respect to the determination and/or settlement of such legal liability, subject to and limited by the legal assistance benefit limits and sub-limits set forth above, and subject to all exclusions, conditions and other limitations thereof as set forth herein.

The coverage under this provision, as with all benefits in the insurance, are secondary to any other coverage or collateral source and the Company shall have no obligation to provide a personal liability benefit if any other coverage or collateral source of payment is available even if the Insured Person does not make a claim on such other insurance or pursue reimbursement from such other collateral source. The Company expressly disclaims any duty to defend the Insured Person in any underlying claim arising from or relating to the facts giving rise to any claim under this provision. This provision provides only a limited right of indemnification subject to all conditions, exclusions and limitations in the insurance. As a condition precedent to the provision of any coverage or benefits to the Insured Person for Personal Liability, the Insured Person must notify the Company within five (5) days of any act, omission or occurrence that may create or impose any Personal Liability by the Insured Person, and also within five (5) days of the initiation or receipt of service of any actual or threatened lawsuit, notice of claim, or proceeding filed or threatened to be filed against the Insured Person with respect to same. In addition, such notification(s) to the Company shall include a recitation of all circumstances, facts, and known or presumed causes of any loss or damage, and a description of the nature and approximate amount of any damages suffered by any third person. In addition, immediately upon receipt thereof the Insured Person shall provide to the Company copies of any pleadings, complaints, lawsuits, petitions, demand letters, notices, orders, summonses, subpoenas, opinions, briefs, motions, letters from opposing counsel, and any other documents or papers with respect to any such lawsuit or proceeding that are received or issued by, addressed to or from, remitted to or by, or served by or to the Insured Person or his/her counsel. Any failure to so notify or provide papers or documents to the Company in strict accordance with the foregoing shall be deemed to be and will result in a forfeiture and waiver of any and all benefits, claims or coverage otherwise provided by this insurance under this provision.

**FELONIOUS ASSAULT:** In the event that an Insured Person is a victim of a Felonious Assault, as defined herein, and as determined by the local law enforcement authorities, that occurred during the Period of Coverage, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY as a separate benefit from any medical benefit under the EuropeTravel Plus insurance provided that the Felonious Assault is not a moving violation as defined under the applicable government motor vehicle laws and is not an act of a Relative or immediate family member, another Insured, or an individual who resides with the Insured Person on a permanent basis.

**The following defined Terms are added to the DEFINITIONS provision:**

**Baggage:** Bags, cases, and containers that hold the Insured Person's clothing, personal items and toiletries while the Insured Person is traveling.

**Felonious Assault:** Any willful or unlawful use of force upon the Insured Person with the intent to cause bodily Injury to the Insured Person and that results in bodily harm to the Insured Person and that is a felony in the jurisdiction in which it occurs.

**Personal Papers:** The Insured Person's driver's license / Identification card, passport, visas, travel insurance documents and vaccination records.

**Valuables:** One or more of the following that the Insured Person takes on his/her trip: binoculars, camera, fur, clothing, jewelry, watch, or items made of or containing precious or semi-precious stones or metals. Electronic devices are not considered valuables under this insurance.