







## Event Ticket Protection Plan

### INSURING CLAUSE

Generali – U.S. Branch, herein referred to as the Company, will pay **you** the insurance benefits described in this policy. This policy and attached endorsement or riders, if any, are issued in consideration of payment of the initial premium. Please refer to the accompanying Declaration of Coverage. It provides **you** with specific information about the plan **you** purchased. Please contact **us** immediately if **you** believe that the Declaration of Coverage is incorrect.

### RENEWAL CONDITIONS

This policy is issued for a single term, as stated in the Declaration of Coverage, and is non-renewable.

### FREE LOOK

Within 10 days of purchasing the plan, **you** may request a full refund of premium from **us** provided **you** have not already used your **ticket** or filed a claim. No refunds shall be paid to **you** after 10 days of purchasing the plan.

### PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract. The entire contract consists of this policy; any endorsements or riders attached to it; and the Declaration of Coverage. Bolded words are defined terms. Please see the Definitions section.

This product does not provide any cover, benefit, or services for any business or activity to the extent that such cover, benefit, or services, or the underlying business or activity would: (1) violate any applicable local, state, or federal law or regulation, including without limitation any economic or trade sanction or embargo; or (2) violate any applicable local, state, or federal law or regulation of the locality in which the coverage, benefit, or services are provided or the underlying business or activity takes place; or (3) be provided within, or otherwise related to, any country subject to comprehensive economic and/or trade sanction or embargo in the United States.

The President and Executive Vice President of Generali  
- US Branch witness this Policy.



President



Executive Vice President

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#### Part I. EFFECTIVE DATE

Coverage begins the day **your** request is received, provided that all applicable premium has been paid. **We** reserve the right to reject any requests.

#### Part II. TERMINATION DATE

Coverage ends upon completion of the entire **event**, when a loss occurs that requires cancellation of the entire **event** or when a loss for interruption occurs after the **event** has begun and continuing through the remaining portion of the event, whichever is earliest.

#### Part III. DESCRIPTION OF BENEFITS (what is covered)

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or occurrences. The benefits do not cover reasonably foreseeable conditions or occurrences on the date of purchase of this policy.

#### A. TICKET CANCELLATION PROTECTION

##### What is Covered

Ticket Cancellation Protection reimburses **you** if **you** are unable to use **your ticket** due to one or more of the following covered reasons.

1. **You** will be attending an **immediate family member's** childbirth at the time the **event** is scheduled to take place as long as the pregnancy occurs after the effective date of coverage.
2. **You** or a **companion** not arriving at the venue due to a delay by the **travel carrier** used for transportation.
3. **Your** death.
4. The death of a **family member** on or within 30 days prior to the **event** date.
5. The death of a **companion** on or within 30 days prior to the **event** date.

6. **You** or **your** spouse are permanently relocated by **your** or **your** spouse's current employer to a location that is at least 100 miles from **your** primary residence.
7. **You** or a **companion**, after having been with the same employer for at least 12 continuous months, are terminated or laid off, through no fault of **your** or a **companion's** own, after the effective date of coverage.
8. **Your** home being made **uninhabitable** by fire, flood, burglary, vandalism, or natural disasters. This benefit applies only for the time that your home is actively undergoing the repair process.
9. **You** are unable to attend the **event** due to a **weather emergency** within 24 hours of the **event** and the **event** is not cancelled by the venue.
10. Any serious **injury** or any unforeseeable serious **illness** occurring to **you** or a **companion** which results in **you** or a **companion** being unable to attend the **event** for which the **ticket** is purchased. **You** or the **companion** must be examined by a **physician** within 72 hours of the cancellation and the **physician** must advise **you** or the **companion** not to attend the **event**.
11. Any serious **injury** or any unforeseeable serious **illness** occurring to **your immediate family member** that is considered life threatening or requiring hospitalization or which requires **you** to provide primary care to that person. **Your immediate family member** must be examined by a **physician** within 72 hours of the cancellation.
12. **You** being required to serve on a jury or served with a court order or subpoena which requires **your** appearance in court on the day of the **event**, and which prevents **you** from attending the **event**. This covered reason does not apply if **you** are a legal professional acting in the capacity of that profession.
13. **Your** or a **companion's** automobile having a **mechanical breakdown** within 24 hours of the **event** which results in the vehicle being unable to be driven to the **event**.
14. **You**, a **companion**, or an **immediate family member**, who are on **active military duty**, having personal leave status changed, except for disciplinary reasons, which prevents **you** from attending the **event**.
15. **Your** pregnancy, as long as the pregnancy occurs after the effective date of coverage, which can be verified by medical records and **your physician** advises **you** not to attend the **event** for which the **ticket** was purchased.
16. **You** or a **companion's tickets** being stolen, provided that the venue or promoter cannot reissue stolen **tickets**.

17. Theft of **your** automobile within 48 hours of the **event** that results in **your** inability to attend the **event**.
18. **You** are unable to attend the **event** because an unforeseeable **urgent home repair** is scheduled to occur within 12 hours of the **event** and **you** are required to be present during the repair.
19. **You** or a **companion** being directly involved in a traffic accident on the day of the **event** that causes damage to **your** or a **companion's** vehicle which creates an immediate need for repair to ensure the safe operation of the vehicle.
20. **You** or a **companion** being directly or indirectly involved in a traffic accident en route to a departure on a **travel carrier** resulting in **you** or **companion** missing transportation to the **event**, provided that the transportation was scheduled to depart no more than 48 hours prior to the **event**, and the **travel carrier** was unable to accommodate **you** or a **companion** on later transportation which would arrive in time to attend the **event**.

#### **What the Company will Pay**

The Company will pay the non-refundable **ticket** cost, less any **refunds**, up to the limits specified on **your** Declaration of Coverage.

#### **B. TICKET INTERRUPTION PROTECTION**

##### **What is Covered**

Ticket Interruption Protection reimburses **you** if **you** are forced to leave an **event**, prior to the conclusion, due to one or more of the following covered reasons. The covered reason must occur after the start of the **event** in which you are attending and you must leave the **event**.

1. **Your** death.
2. The death of a **family member**.
3. The death of a **companion**.
4. Any serious **injury** or any unforeseen serious **illness** occurring to **you** or a **companion**. **You** or a **companion** must seek medical treatment within two hours of leaving the venue.
5. Any serious **injury** or any unforeseen serious **illness** occurring to **your immediate family member** that requires hospitalization. **Your immediate family member** must be examined by a **physician** within 2 hours of the interruption.
6. A fire or burglary at **your** or a **companion's** home.

7. A fire or burglary at **your** or a **companion's** place of work.

#### **What the Company will Pay**

The Company will pay one half of the non-refundable **ticket** cost, less any **refunds**, up to the limits specified on **your** Declaration of Coverage.

#### **C. LOST OR STOLEN TICKET REPLACEMENT FEE COVERAGE**

Lost or Stolen Ticket Replacement Fee Coverage reimburses **you** up to the maximum amount shown on the Declaration of Coverage for penalties or fees charged for reissuing a lost or stolen **ticket**. Any penalties or additional **ticket** costs charged for changes in **ticket** dates or upgrades are not covered.

#### **D. CHANGE FEE COVERAGE**

Some venues permit **you** to change the date of **your ticket**. If **you** change the date of the **ticket** for a covered reason listed above, **we** will reimburse **you**, up to the maximum shown on the Declaration of Coverage for the change fee imposed by the venue.

#### **E. WEATHER INCONVENIENCE COVERAGE**

Weather Inconvenience Coverage pays a one-time cash benefit if the **event you** are attending is suspended after the start of the **event** for two or more hours as a result of bad weather.

Condition:

**You** can only make a claim under this benefit or Ticket Interruption, but not both.

#### **What the Company will Pay**

The Company will pay up to the limits specified on the Declaration of Coverage.

#### **F. EVENT DELAY COVERAGE**

Event Delay Coverage reimburses **you** for reasonable expenses for lodging and meals **you** incur if the start of the **event** is delayed at least 12 hours to the next calendar day.

Conditions:

1. the reservation for the lodging must be made after the **event** has been postponed; and
2. **you** can only make a claim under this benefit or Ticket Cancellation, but not both.

## What the Company will Pay

The Company will pay up to the limits specified on the Declaration of Coverage.

### G. LOST, DAMAGED OR STOLEN SPORTING EQUIPMENT COVERAGE

Lost, Damaged or Stolen Sporting Equipment Coverage reimburses **you**, less any compensation received from a **travel carrier**, if **your** sporting equipment is lost or damaged by a **travel carrier** or stolen while **you** are traveling.

Specific requirements: (all must be met)

1. **you** take reasonable steps to keep your equipment safe and intact, and to recover it; and
2. **you** file a report giving a description of the property and its value with the appropriate local authorities or **travel carrier** within 24 hours of the loss or as soon as reasonably possible.

Please refer to your Declaration of Coverage to confirm your coverage and limits in your plan.

Repair or reimbursement: (whichever is less)

1. the cost to repair a damaged item; or
2. a portion of the original cost, based on the age of the item:

12 months old or less	90%
13-24 months old	50%
25-48 months old	25%
More than 48 months old	no benefit

### Part IV. GENERAL EXCLUSIONS

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. **existing medical conditions**;
2. intentionally self-inflicted harm, suicide or attempted suicide by **you**;
3. normal pregnancy (unless specifically covered), fertility treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy of **you**, **your companion** or **your family member**;
4. mental or nervous health disorders, including but not limited to: Alzheimer's, anxiety, dementia, depression, neurosis or psychosis; or physical complications related thereto of **you**, **your companion** or **your family member**;

5. alcohol or substance abuse; or conditions or physical complications related thereto of **you**, **your companion** or **your family member**;
6. war (whether declared or undeclared), acts of war, military duty (unless specifically covered), civil disorder, or unrest;
7. operating or learning to operate any aircraft as pilot or crew;
8. nuclear reaction, radiation or radioactive contamination;
9. natural disasters (unless specifically covered);
10. **terrorist acts**;
11. **financial default**;
12. **epidemic** or **pandemic**;
13. pollution or threat of pollutant release;
14. any unlawful acts committed by **you**, **your companion** or **your family member**, whether they are insured or not;
15. **you**, **your companion**:
  - a. making changes to personal plans; or
  - b. having a business or contractual obligation (unless specifically covered).
16. the **event** being cancelled or delayed by the venue or promoter for any reason (including bad weather) unless as covered herein;
17. prohibition or regulation by any government;
18. lost or stolen **tickets** (unless specifically covered); or
19. any expected or foreseeable occurrences.

This plan does not cover **you**:

1. if **you** give incorrect data or facts; or
2. if the loss is not submitted to **us** within 90 days from the date of loss, except as otherwise prohibited by law.

### Coverage for Existing Medical Conditions

If **you** have purchased a plan where **existing medical conditions** are waived, **we** will cover claims due to **existing medical conditions** provided:

1. the insurance was purchased within 14 calendar days of the **ticket** purchase;
2. the amount of coverage purchased equals the **ticket** cost;
3. on the date of purchase of insurance, **you** were medically able to use the **tickets** and **you** had not filed a claim for Ticket Cancellation due to an **existing medical condition** within 120 days prior to the purchase of insurance; and
4. the **ticket** cost is less than \$10,000 USD.

If **you** do not meet the above criteria, **you** may still be covered for Ticket Cancellation or Ticket Interruption caused by reasons other than those related to the **existing medical condition**.

### Part V. GENERAL PROVISIONS

1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of **your** entire claim to **us**. No action in any form can be brought after three years from the date **your** claim was submitted to **us**.
2. No agent or other person has authority to accept or make representations of information or alter, modify or waive any of the provisions of this policy.
3. Claims must be submitted to **us** within 90 days from date of loss, except as otherwise prohibited by law.
4. In the **event** that **you** are covered under another policy issued by the Company that provides the same or similar coverage, the Company will adjust **your** claim by applying terms and conditions from the coverage that pays the most. Any premium paid for duplicate coverage will be refunded.
5. All benefits payable will be paid to **you** or, if applicable, to **your** estate.
6. Misrepresentations and Fraud: Coverage shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.
7. **You** have a duty to make all reasonable efforts to minimize losses from any insured benefit or covered service.

Assignment: **You** may assign **your** interest under the policy by giving **us** written notice of such assignment. The assignment will not be effective until **we** receive the written notice. **We** do not assume any responsibility for the validity of any assignment.

#### Our Right to Recover Payment:

1. If **we** make a payment to **you** and/or any other person under this policy, and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do:
  - a. whatever is necessary (including but not limited to signing any papers) to transfer any right to recovery to **us** and to enable **us** to exercise **our** rights; and
  - b. nothing after loss to prejudice or adversely affect **our** rights.
2. If **we** make a payment under this policy and the person to whom payment is made recovers damages from another, that person shall:
  - a. hold in trust for **us** the proceeds of the recovery; and
  - b. reimburse **us** to the extent of **our** payment.
3. Upon settlement of a claim, **you** give up all rights to any unused portion of the **ticket**. **We** have the right to take ownership of the unused **ticket** and if requested **you** agree to surrender the **ticket** to **us** or to take the necessary actions to transfer this right to **us**.

#### Part VI. CLAIM FILING PROCEDURES

##### Claim Filing

1. **You** have 72 hours from a loss occurring to report a claim or as soon as reasonably possible.
2. Contact the claims center at [Phone Number].
3. **You** have 90 days from the date of **our** request to provide any requested proof of loss.

##### Payment of Claims

All claims shall be made in US Dollars.

#### Part VII. DEFINITIONS

**Active military duty** means currently serving in the United States Armed Forces on a full-time basis.

**Companion** means a person who:

1. possesses a **ticket** to the same **event(s)** or venue as **you**; and
2. intends to use the **ticket** with **you**.

**Coverage period** means the time during which benefits are payable, beginning on the Effective Date and ending on the Termination Date.

**Epidemic** means a fast-spreading, contagious, or infectious disease or **illness**, occurring in a designated place and time, as documented by a recognized public health authority.

**Event** means a scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).

#### Existing medical condition means:

1. any **injury** occurring prior to and including the effective date of this policy; and
2. any **illness** occurring during the 120 days prior to and including the Effective Date of this insurance which:
  - a. required medical examination or treatment by a **physician** or presented symptoms that would cause a reasonable person to seek diagnosis, care or treatment; and
  - b. required taking prescribed drugs or medicine unless the **illness** remains controlled without any change in the required prescription.

**Family member** means **your immediate family member**; in-laws (son, daughter, brother or sister); aunt; uncle; niece; nephew; or an employed caregiver who lives with **you**.

**Financial default** means a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

**Illness** means a sickness, infirmity or disease that causes a loss that begins during a **coverage period** and is not an **existing medical condition**.

**Immediate family member** means **your** spouse (by marriage, common-law, or civil union) or **your** domestic partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings; grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; or in-laws (father or mother).

**Injury** means bodily harm caused directly by an accident sustained during the coverage period, independent of all other causes.

**Mechanical breakdown** means a mechanical issue which prevents the vehicle from being driven. **Mechanical breakdown** does not include running out of gas or failure to perform routine maintenance.

**Pandemic** means an **epidemic** that has affected an unusually large number of people or involves an extensive geographic area.

**Physician** means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A **physician** may not be **you**, a **companion**, or a **family member**.

**Refund** means any cash, credits, recoveries, reimbursements, or vouchers **you** receive or are entitled to receive.

**Terrorist act** means the unsanctioned and illegal use of force which causes destruction of property, **injury**, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal, as recognized by

the U.S. State Department. **Terrorist acts** do not include general civil protest, unrest, rioting, or an act of war.

**Ticket** means a fee, including any service, handling, and parking fees, paid at the time of the original **event** purchase to attend an **event** on a specific day and time. A **ticket** does not include promotional items and donations.

**Travel carrier** means a company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:

1. rental vehicle companies;
2. private, chartered, or non-commercial transportation carriers; or
3. local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, or other such carriers).

**Uninhabitable** means a natural disaster, fire, flood, burglary or vandalism causes enough damage to make a reasonable person find their home or other accommodation unfit for use.

**Urgent home repair** means an immediate repair that, unless completed, is likely to result in severe damage.

**We, Us** or **Our** means Generali – U.S. Branch and its agents.

**Weather emergency** means:

1. the local government or the National Weather Service issues an advisory against travel as a result of rain, snow or wind; or
2. a "state of emergency" due to weather is declared by the federal, state or local government.

**You** or **Your** means the person who has paid for the **event**, purchased the insurance, and will be participating in the **event**.

#### STATE SPECIFIC COVERAGE DETAILS:

For Alabama Residents:

#### ALABAMA AMENDATORY RIDER

- u
1. The following change applies to Part V. entitled **GENERAL PROVISIONS**:  
@  
1. #

Arkansas Insurance Department Consumer Services Division  
1200 W. 3rd Street  
Little Rock, Arkansas 72201-1904

Telephone: 800-852-5494 or 501-371-2640

There are no other changes to the policy.

GEN-ETP-105-R-AR

For Connecticut Residents:

#### **CONNECTICUT AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. The following change is made to the Part IV, entitled GENERAL EXCLUSION:

The exclusion pertaining to terrorist acts is deleted in its entirety and of no further effect. The remaining exclusions are renumbered accordingly.

- II. The following changes are made to the Part V, entitled GENERAL PROVISIONS:

A. Item 1 is deleted in its entirety and replaced with:

1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No request for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any form can be brought after three years from the date your claim was submitted to us.

B. Item 1 in Our Right to Recover Payment is deleted in its entirety and replaced with:

1. If we make a payment to you and/or any other person under this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right, as permitted by law. That person shall do:

- III. The following change is made to the Part VII, entitled DEFINITIONS:

The definition of Terrorist act is deleted in its entirety and of no further effect.

There are no other changes to the policy.

GEN-ETP-105-R-CT-13

For District of Columbia (D.C.) Residents:

#### **DISTRICT OF COLUMBIA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. In Part V, entitled GENERAL PROVISIONS, item 1 is deleted in its entirety and replaced with the following:

1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, at the time of dispute, to non-binding desk arbitration. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any form can be brought after three years from the date your claim was submitted to us. The arbitration will be handled in accordance with the District of Columbia Law of 2007.

- II. Throughout the policy wherever the term "spouse" appears it is amended to include "legal partner".

There are no other changes to the policy.

GEN-ETP-105-R-DC-13

For Georgia Residents:

#### **GEORGIA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. Under Part IV, entitled EXCLUSIONS AND LIMITATIONS, item 10. terrorist acts is deleted in its entirety.

- II. Under Part V, entitled GENERAL PROVISIONS, item 1 is deleted in its entirety and of no further effect. The remaining provisions are renumbered accordingly.

- III. Under Part V, entitled GENERAL PROVISIONS, item 6 is amended to read:

6. Misrepresentations and Fraud: Coverage shall be denied and coverage shall be cancelled if, whether before or after a loss, the insured has concealed or misrepresented any

your

us u

GEN-ETP-105-R-AL-13

For Arkansas Residents:

#### **ARKANSAS AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

The following changes are made to the Part V, entitled GENERAL PROVISIONS:

- I. Item 1 is deleted in its entirety and replaced with the following:

1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No request for arbitration can be brought to recover benefits until 60 days, but no more than the time allowed by law, after you have filed your entire claim with us.

- II. Item 1 under Our Right to Recover Payment is deleted in its entirety and replaced with the following: Our Right to Recover Payment:

1. If we make a payment to you and/or any other person under this policy, and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right, after you have been fully compensated for the loss. That person shall do:

III. The following provision is added: Inquiries or Complaints  
Inquiries or complaints regarding this policy may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

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material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.

There are no other changes to the policy.

GEN-ETP-105-R-GA-13

For Hawaii Residents:

#### **HAWAII AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:  
The following changes apply to the Part entitled Exclusions and Limitations:

- I. Item 8. Nuclear reaction, radiation or radioactive contamination is deleted in its entirety and of no further effect.
- II. Item 10. Terrorist act is deleted in its entirety and of no further effect.

There are no other changes to the policy.

GEN-ETP-105-R-13-HI-A

For Idaho Residents:

#### **IDAHO AMENDATORY ENDORSEMENT**

The policy to which this rider is attached is amended as follows:

- I. In Part V, entitled GENERAL PROVISIONS, the following is added:

Appeals:

You may appeal any decision made by us to the Idaho Department of Insurance by contacting:

Idaho Department of Insurance Consumer Affairs  
700 W. State Street, 3rd Floor  
P.O. Box 83720 Boise, ID 83720-0043

1-800-721-3272  
www.DOI.Idaho.gov

- II. In Part VII, entitled DEFINITIONS, the definition of Immediate family member is deleted in its entirety and replaced with the following:

Immediate family member means your spouse or your

GEN-ETP-105-P-XX-13-101

domestic partner or your civil union partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings; grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; or in-laws (father or mother).

There are no other changes to the policy.

GEN-ETP-105-R-ID-13

For Illinois Residents:

#### **ILLINOIS AMENDATORY ENDORSEMENT**

The policy to which this rider is attached is amended as follows:

Under the INSURING CLAUSE provision, the first sentence is deleted in its entirety and replaced with the following:

Generali – U.S. Branch is the United States branch of Italian insurer Assicurazioni Generali S.p.A., which is a stock company. Generali – U.S. Branch, herein referred to as the Company, will pay you the insurance benefits described in this policy.

Under the Part entitled GENERAL EXCLUSIONS, item 10. terrorists acts is deleted in its entirety.

The following changes apply to the Part entitled GENERAL PROVISIONS:

- I. The following is added to Item 1:  
This three year period is extended for the number of days from the date proof of loss is filed until the date the claim is denied in whole or in part.

- II. Item 6 is deleted in its entirety and replaced with the following:  
Misrepresentations and Fraud: Coverage shall be void if, whether before or after a loss, and with actual intent to deceive, the insured has concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.

- III. The following provision is added:  
Complaints: Should you have general complaints regarding this insurance, you may submit your complaint in writing to

the following address:

Illinois Department of Insurance  
Consumer Division or Public Services Section  
Springfield, Illinois 62767

Under the Part entitled CLAIMS FILING PROCEDURES, the following sentence is added to the Payment of Claims provision:

- I. We shall affirm or deny a claim within a reasonable time and shall offer payment to you within 30 days after affirmation of liability, if the amount of the claim is determined and not in dispute. For those portions of the claim which are not in dispute we shall tender payment within said 30 days if you, where applicable, have complied with all of the terms of this policy.

There are no other changes to the policy.

GEN-ETP-105-R-13-IL-A

For Indiana Residents:

#### **INDIANA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. The following changes are made to the Part IV, entitled GENERAL EXCLUSIONS:
  - a. The exclusion pertaining to terrorist acts is deleted in its entirety and of no further effect. The remaining exclusions are renumbered accordingly.
  - b. The exclusion pertaining to foreseeable occurrences is deleted in its entirety and replaced with the following:

19. any foreseeable occurrences.

- II. The following changes are made to the Part V, entitled GENERAL PROVISIONS:

- a. The following provisions are added:

Conformity to State Statutes: If the terms of this policy are in conflict with the statutes of Indiana, they are automatically changed to conform to the minimum requirements of such statutes.

Inquiries or Complaints: Inquiries or complaints regarding this policy may be submitted to the Indiana Insurance Department. To contact the Department, write or call:



Public Information/Market Conduct  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787

Consumer Hotline: 1-800-622-4461  
In the Indianapolis Area: 1-317-232-2395

- III. The following change is made to the Part VII, entitled DEFINITIONS:
- a. The definition of Terrorist act is deleted in its entirety and of no further effect.

There are no other changes to the policy.

GEN-ETP- 105-R-IN-13

For Louisiana Residents:

#### **LOUISIANA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

The following changes apply to the Part entitled General Provisions:

- I. Item 1. is deleted and replaced with the following:  
All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively "Controversies") may be submitted to desk arbitration. All parties must mutually agree to such arbitration and such arbitration must take place in Louisiana or any court having jurisdiction. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any form can be brought after three years from the date your claim was submitted to us.  
  
You also have a right of direct action against us within the terms and limits of the policy.
- II. Item 3. is deleted and replaced with the following:  
Claims must be submitted to us within 24 months from date of loss, except as otherwise prohibited by law.
- III. Item 6. is deleted and replaced with the following:  
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in

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prison.

- IV. The following provisions are added:
  8. Warranties and misrepresentations by you made in the negotiation of a contract cannot be deemed material or void the contract unless such is made with the intent to deceive.
  9. Your insolvency or bankruptcy shall not release us from the payment of damages for injuries sustained or loss occasioned during the existence of the certificate.
- V. The provision entitled Our Right to Recover Payment is deleted and replaced with the following:  
We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and/or any person to whom we make a payment must sign any papers and do whatever is necessary to transfer this right to us. You and/or any person to whom we make a payment agree(s) to cooperate with us and to do nothing after the loss that will adversely affect our rights. However, our right to recover is subordinate to your right to be fully compensated.

The following changes apply to the Part entitled Claim Filing Procedures:

- I. Claim Filing, Item 1 is deleted and replaced with the following:  
A claim must be made within 72 hours of a Covered Reason occurring or as soon as reasonably possible. For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages shall be automatically denied by your inability to provide sufficient proof of loss within the time limits and requirements of the policy. The time limit for the submission of proof of loss shall be not less than one hundred eighty days. The time limit shall not commence as long as a declaration of emergency is in existence.
- II. The following is added to Payment of Claims:  
We will pay claims within 30 days after satisfactory proof of loss.

There are no other changes to the policy.

GEN-ETP-105-R-13-LA

For Maryland Residents:

#### **MARYLAND AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

The following changes apply to the Part entitled GENERAL PROVISIONS:

- I. Item 1 is deleted in its entirety and replaced with the following:
  1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. A civil action at law shall be filed within three years from the date it accrues.
- II. Item 6 is deleted in its entirety and replaced with the following:
  6. Misrepresentations and Fraud: Coverage shall be denied and coverage shall be cancelled if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.

There are no other changes to the policy.

GEN-ETP-105-R-13-MD

For Maine Residents:

#### **MAINE AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

The following changes are made to the Part V, entitled GENERAL PROVISIONS:

- I. Item 1 is deleted in its entirety and replaced with the following:
  1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules

then applying to the American Arbitration Association. No request for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any form can be brought after three years from the date your claim was submitted to us. Maine courts will have jurisdiction. Arbitration will take place in the Maine County where you are located, and will be conducted in accordance with the local rules of law regarding procedure and evidence. If you and we cannot agree on an arbitrator within 30 days, either party may request that the selection be made by a judge of a court having jurisdiction. Either party may request a trial as to the damage amount awarded within 60 days of the arbitrator's decision.

II. Item 6 is deleted in its entirety and replaced with the following:

6. Misrepresentations and Fraud: Coverage shall be cancelled if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.

III. The following provisions are added:

Cancellation and Nonrenewal

1. We may cancel your coverage prior to the expiration date of the policy for any one or more of:
  - a. nonpayment of premium;
  - b. fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - c. substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;
  - d. failure to comply with reasonable loss control recommendations;
  - e. substantial breach of contractual duties, conditions or warranties; or
  - f. determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company's solvency or will place the insurer in violation of the insurance laws of this State or any other state.

2. We have 30 days from the effective date of cancellation to notify insured of these grounds for cancellation on policies issued or issued for delivery before the effective date of the cancellation.

Time of Payment of Claims

We will pay claims within 30 days of receipt of satisfactory proof of loss. Failure to pay within the 30 days will entitle you to interest at the rate of 1.5% per month during the continuance of the period for which we are liable. Any balance remaining unpaid at the termination of our liability will be paid immediately upon receipt of due written proof.

Post-Judgment Interest

If a legal action is commenced regarding a claim, once judgment is rendered, we will pay such interest on the claims as provided by Maine law.

There are no other changes to the policy.

GEN-ETP-105-R-ME-13

For Michigan Residents:

#### **MICHIGAN AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. The following change applies to Part IV., entitled GENERAL EXCLUSIONS:

Item 2 in the second numbered set is deleted in its entirety and replaced with the following:

2. if the loss is not submitted to us within one year from the date of loss, except as otherwise prohibited by law.

- II. The following change applies to Part V., entitled GENERAL PROVISIONS:

Item 3 is deleted in its entirety and replaced with the following:

3. Claims must be submitted to us within one year from date of loss, except as otherwise prohibited by law.

- III. The following change applies to Part VI., entitled CLAIM FILING PROCEDURES:

Item 1 and Item 3 are deleted in their entirety and replaced with the following:

1. You have 90 days from the date of loss to notify us of a claim or as soon as reasonably possible.
3. You have one year from the date of loss to provide any requested proof of loss.

There are no other changes to the policy.

GEN-ETP-105-R-MI-13

For Mississippi Residents:

#### **MISSISSIPPI AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. The paragraph on page 1 entitled: PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS, is deleted in its entirety and replaced with the following:

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

The policy, including endorsements and any attached papers constitute the entire contract of insurance. No change in the policy shall be valid until approved by an executive officer of the Company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

- II. Under Part V, entitled GENERAL PROVISIONS, the following is added to the provision, Our Right to Recover Payment:

No subrogation will occur until you have been made whole for your damages.

- III. Under Part V, entitled GENERAL PROVISIONS, the following provisions are added:

Proof of Loss: You must furnish written proof of loss to the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give 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, later than one (1) year from the time proof is otherwise required.

Claim Forms: Upon receipt of a notice of claim, we will furnish to you such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within

fifteen (15) days after the giving of such notice, you shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Time Payment of Claims:** All benefits payable under this policy for any loss will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and within thirty-five (35) days after where claims are submitted in paper format. We will pay the appropriate benefit in full, or any portion of the claim that is clean, and notify you of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by us shall be paid within twenty (20) days after receipt.

A "clean claim" means a claim received by us for adjudication and which requires no further information, adjustment or alteration by you in order to be processed and paid by us. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim under this provision. A clean claim includes resubmitted claims with previously identified deficiencies corrected.

A clean claim does not include any of the following:

1. a duplicate claim, which means an original claim and its duplicate when the duplicate is filed within thirty (30) days of the original claim;
2. claims which are submitted fraudulently or that are based upon material misrepresentations; and
3. claims that require information essential for us to administer existing medical condition, coordination of benefits or subrogation provisions.

Benefits due under the policy and claims are overdue if not paid within the applicable timeframe. If the claim is not denied for valid and proper reasons by the end of the applicable time period, we must pay you interest on accrued benefits at the rate of one and one-half percent (1 1/2 %) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim

is finally settled or adjudicated.

If we fail to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided above and any other damages as may be allowable by law.

**Time Limit for Certain Defenses:** After two (2) years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two-year period.

**Change of Beneficiary:** Unless you make an irrevocable designation of beneficiary, the right to change the beneficiary is reserved to you, and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy, or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

There are no other changes to the policy.

GEN-ETP-105-R-MS-13

For North Carolina Residents:

#### **NORTH CAROLINA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. Under Part IV, entitled GENERAL EXCLUSIONS, item 2 in the second numbered set of exclusions has been deleted in its entirety and replaced with the following:
  2. if the loss is not submitted to us within 180 days from the date of loss, except as otherwise prohibited by law.
- II. Under Part V, entitled GENERAL PROVISIONS, item 1 has been deleted in its entirety and replaced with the following:
  1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans (collectively "Controversies") may be submitted to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any

form can be brought after three years from the date your claim was submitted to us.

If you disagree with the decision, you may seek a decision from a jury trial as long as you file the suit at least 60 days but not more than three years after you filed your entire claim with us.

- III. Under Part V, entitled GENERAL PROVISIONS, item 3 has been deleted in its entirety and replaced with the following:
  3. Claims must be submitted to us within 180 days from date of loss, except as otherwise prohibited by law.

There are no other changes to the policy.

GEN-ETP-105-R-NC-13

For North Dakota Residents:

#### **NORTH DAKOTA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. Part I, entitled EFFECTIVE DATE is amended as follows:

Coverage begins at 12:01 AM the day your request is received, provided that all applicable premium has been paid. We reserve the right to reject any requests.
- II. Under Part IV, entitled GENERAL EXCLUSIONS, item 14 is amended as follows:
  14. any unlawful acts committed by you, your companion or your family member, whether they are insured or not. This does not apply if you are the victim of domestic violence, and the perpetrator of the loss is criminally prosecuted for the act causing the loss
- III. Under Part V, entitled GENERAL PROVISIONS, item 1 is deleted in its entirety and replaced with the following:
  1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any form can be brought after three years from the date your claim was submitted to us. Arbitration must take

place in the court having local jurisdiction.

- IV. Under Part VII, the definition Existing medical condition is deleted in its entirety and replaced with the following:

Existing medical condition means:

1. any injury occurring prior to the effective date of this policy; and
2. any illness occurring during the 120 days prior to the Effective Date of this insurance which:
  - a. required medical examination or treatment by a physician; and
  - b. required taking prescribed drugs or medicine unless the illness remains controlled without any change in the required prescription.

There are no other changes to the policy.

GEN-ETP-105-R-ND-13

For Nebraska Residents:

#### **NEBRASKA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. The following change is made to the Part V, entitled GENERAL PROVISIONS:

Misrepresentations and Fraud is deleted in its entirety and replaced with the following:

6. Misrepresentations and Fraud: Coverage shall be void if, whether before or after a loss, the insured has intentionally concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, to our injury, or if the insured intentionally commits fraud or false swearing in connection with any of the foregoing, to our injury.

There are no other changes to the policy.

GEN-ETP-105-R-NE-13

For New Jersey Residents:

#### **NEW JERSEY AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

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- I. The following change is made to the Part entitled Payment of Claims

All claims shall be paid within 30 days in US Dollars.

There are no other changes to the policy.

GEN-ETP-105-R-NJ-13

For Ohio Residents:

#### **OHIO AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. On the first page, the fourth paragraph is deleted in its entirety and replaced with the following:

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract. The entire contract consists of the policy; any endorsements or riders attached to it; and the Declaration of Coverage. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be indorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions. Bolded words are defined terms. Please see the Definitions section.

- II. The following changes are made to Part V, entitled GENERAL PROVISIONS:

The first provision is deleted in its entirety and replaced with the following:

1. If you disagree with our decision about a claim, you can request to go to arbitration through the American Arbitration Association. If both parties agree to arbitration, you can submit a dispute to desk arbitration, as long as:
  - a. you submit it at least 60 days, but no more than three years, after you've filed your entire claim with us; and
  - c. it complies with the American Arbitration Association's rules at the time you submit it.

Any determination that is made is not binding on either party. Ohio courts will have jurisdiction.

- III. The following provisions are added to Part VI., entitled CLAIMS FILING PROCEDURES:

Claim Forms: We, upon receipt of a notice of claim, will furnish to you such forms as are usually furnished by us for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice, you shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Time of Payment of Claims: Indemnities payable under this policy for any loss will be paid immediately upon, or within thirty days after, receipt of due written proof of such loss.

There are no other changes to the policy.

GEN-ETP-105-R-OH-13

For South Dakota Residents:

#### **SOUTH DAKOTA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. Under Part IV, entitled GENERAL EXCLUSIONS, item 5 is deleted in its entirety and replaced with the following:
  5. alcohol or substance abuse; or conditions or physical complications related thereto of you, your companion or your family member to the extent that a person was committing a felony at the time of the loss;
- II. Under Part VII, entitled DEFINITIONS, the definitions for Immediate family member and Physician are deleted in their entirety and replaced with the following:

Immediate family member means your spouse (by marriage or common-law) or your domestic partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings; grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; or in-laws (father or mother).

Physician means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A physician may not be you, a companion, or a family member. Coverage may be provided by a family member if he/she is the only physician in the area, provided that the physician is acting within the scope of

practice.

There are no other changes to the policy.

GEN-ETP-105-R-SD-13

For Tennessee Residents:

**TENNESSEE AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

The following changes are made to the Part V, entitled GENERAL PROVISIONS:

- I. Item 3 is deleted in its entirety and replaced with the following:  
 Claims must be submitted to us within 90 days from date of loss, except as otherwise prohibited by law. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give 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, later than one year from the time proof is otherwise required.
- II. The following provision is added:  
 Claim Forms: When we receive a notice of claim, forms for filing proof of loss will be sent to you. If claim forms are not furnished within 15 days after the giving of such notice, you shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting within the time fixed within the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

There are no other changes to the policy.

GEN-ETP-105-R-TN-13

For Utah Residents:

**UTAH AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. Under Part IV, entitled GENERAL EXCLUSIONS, item 6 is deleted and replaced with the following:  
 6. war (whether declared or undeclared), acts of war, military duty (unless specifically covered), your participation in any civil disorder, or unrest;
- II. Under Part IV, entitled GENERAL EXCLUSIONS, item 2 in

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the second numbered set is deleted and replaced with the following:

- 2. if the loss is not submitted to us within 90 days from the date of loss, except as otherwise prohibited by law, unless you can show that it was not reasonably possible to submit the claim within 90 days. This must be a detailed written statement.

- III. Under Part V, entitled GENERAL PROVISIONS, item 1 is amended by adding the following language:

Any matter in dispute between you and us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from us. Any decision reached by arbitration shall be binding upon both you and Jefferson Insurance Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

- IV. Under Part V, entitled GENERAL PROVISIONS, item 3 is deleted in its entirety and replaced with the following:

- 3. Claims must be submitted to us within 90 days from date of loss, except as otherwise prohibited by law, unless you can show that it was not reasonably possible to submit the claim within 90 days. This must be a detailed written statement.

- V. Under Part VI, entitled CLAIM FILING PROCEDURES, item 3 is deleted in its entirety and replaced with the following:

- 3. You have 90 days from the date of our request to provide any requested proof of loss. Failure to file the proof of loss within 90 days does not invalidate the claim if you can show it was not reasonably possible to file it within 90 days.

There are no other changes to the policy.

GEN-ETP-105-R-UT-13

For Virginia Residents:

**VIRGINIA AMENDATORY ENDORSEMENT**

The policy to which this rider is attached is amended as follows:

The following notice is added to the policy:

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Generali – U.S. Branch  
7 World Trade Center  
250 Greenwich Street – 33rd Floor  
New York, NY 10007  
(212) 602-7600

If you have been unable to contact or obtain satisfaction from the Company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

P.O. Box 1157  
Richmond, VA 23218  
1-800-552-7945 (for in-state calls); or  
1-877-310-6560 (for out-of-state calls)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, Company or the Bureau of Insurance, have your policy number available.

Under Part V., entitled General Provisions, the following provision is added:

**CONFORMITY WITH STATE STATUTES:**  
To the extent a term of this policy conflicts with a statute of the Commonwealth of Virginia, the term will be deemed amended so as to conform to the statute.

GEN-ETP-105-R-13-VA-A

For Wisconsin Residents:

**WISCONSIN AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. Under Part V, entitled GENERAL PROVISIONS, "Our Right to Recover Payment" is amended by adding the following:

Subrogation does not take place until you have been made whole.

There are no other changes to the policy.

GEN-ETP-105-R-WI-13

For West Virginia Residents:

**WEST VIRGINIA AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

- I. The following change is made to the Part V, entitled GENERAL PROVISIONS: The first provision is deleted in its entirety and replaced with the following:
  1. If we and you do not agree whether coverage is provided under this policy of insurance for a claim made by or against the insured, both parties may, by mutual consent, agree in writing to arbitration of the disagreement as long as:
    - a. you submit it at least 60 days, but no more than three years, after you've filed your entire claim with us; and
    - b. it complies with the American Arbitration Association's rules at the time you submit it.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding.

Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

- a. pay its chosen arbitrator; and
- b. bear the other expenses of the third arbitrator equally.

There are no other changes to the policy.

GEN-ETP-105-R-WV-13

For Wyoming Residents:

**WYOMING AMENDATORY RIDER**

The policy to which this rider is attached is amended as follows:

Under Part V, entitled GENERAL PROVISIONS item 1 is deleted in its entirety and replaced with the following:

1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of your entire claim to us. No action in any form can be brought after four years from the date your claim was submitted to us.

Nothing in this clause shall be construed to impair your rights to appeal the arbitration decision to a Wyoming court of law.

There are no other changes to the policy.

GEN-ETP-105-R-WY-13