



## PATRIOT EXCHANGE PROGRAM<sup>SM</sup>

### Add On Rider

Attaching to and forming part of the Patriot Exchange Program Certificate of Insurance and Master Policy in consideration of additional Premium, and subject to all other Terms of the insurance. If the Insured Person has elected to acquire the add-on coverage under this Rider, the Insured Person will be entitled to the benefits listed below.

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

<b>Limited High School and College Sports</b> Subject to Deductible unless otherwise noted Eligible Medical Expenses are limited to Usual, Reasonable and Customary Limits per Period of Coverage unless stated as Maximum Limit	
Benefit	Coverage
Interscholastic Athletics, Intramural Sports and Club Sports <ul style="list-style-type: none"> <li>• Up to the Maximum Limit</li> <li>• Refer to the EXCLUSIONS and DEFINITIONS provisions for further details and restrictions.</li> </ul>	100%
<b>Baggage, Legal Assistance, and Personal Liability</b> NOT Subject to Deductible unless otherwise noted Eligible Medical Expenses are subject to Usual, Reasonable and Customary Limits per Period of Coverage unless stated as Maximum Limit	
<b>Baggage</b> <ul style="list-style-type: none"> <li>• Refer to the BAGGAGE, LEGAL ASSISTANCE, AND PERSONAL LIABILITY provision for further details and requirements.</li> <li>• Lost or Stolen Baggage                             <ul style="list-style-type: none"> <li>○ Period of Coverage Limit: \$250</li> </ul> </li> <li>• Lost or Stolen Valuables                             <ul style="list-style-type: none"> <li>○ Period of Coverage Limit: \$250</li> </ul> </li> <li>• Lost or Stolen Personal Papers                             <ul style="list-style-type: none"> <li>○ Period of Coverage Limit: \$250</li> </ul> </li> </ul>	100%
<b>Legal Assistance</b> <ul style="list-style-type: none"> <li>• Attorney Binder Fee Period of Coverage Limit: \$500</li> <li>• When the Insured Person receives a legal summons, threat of lawsuit, or other notice of a third-party claim regarding a personal Injury or property damage liability</li> <li>• For initial consultation</li> <li>• Refer to the BAGGAGE, LEGAL ASSISTANCE, AND PERSONAL LIABILITY provision for further details and requirements.</li> </ul>	100%

<b>Baggage, Legal Assistance, and Personal Liability</b> NOT Subject to Deductible unless otherwise noted Eligible Medical Expenses are subject to Usual, Reasonable and Customary Limits per Period of Coverage unless stated as Maximum Limit	
Benefit	Coverage
Personal Liability <ul style="list-style-type: none"> <li>• Secondary to any other insurance; refer to the OTHER INSURANCE provision in the Certificate</li> <li>• Injury to a Third Person               <ul style="list-style-type: none"> <li>○ Per Injury Deductible: \$100</li> <li>○ Period of Coverage Limit: \$2,000</li> </ul> </li> <li>• Damage to Third Person's Property               <ul style="list-style-type: none"> <li>○ Per damage Deductible: \$100</li> <li>○ Period of Coverage 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 BAGGAGE, LEGAL ASSISTANCE, AND PERSONAL LIABILITY provision for further details and requirements.</li> </ul>	100%

**The following provisions are added to the end of the Patriot Exchange Program Certificate of Insurance:**

### Patriot Exchange Program Add On Rider Additional Provisions

**ELIGIBILITY:** If the Insured Person meets the eligibility requirements set forth in the Patriot Exchange Program Certificate of Insurance, the Insured Person is eligible for the coverage included in this Rider.

**BAGGAGE, LEGAL ASSISTANCE, AND PERSONAL 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) **Baggage:** 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 an airline flight on which the Insured Person is traveling, the loss or theft must be immediately reported to the airline and a Property Irregularity Report (PIR) must be obtained from the airline and a copy thereof provided to the Company within fifteen (15) days of the loss or theft.
- (iii) In the event that an airline or other 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 airline or other 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 set forth above and below, the Company will advance to the Insured Person or for or for the benefit of 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 the 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 their 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 their behalf or to make, suggest, determine or assert any defense, prosecution or other legal decisions or strategies for the Insured Person or on their behalf, and all such undertakings and decisions shall be solely and exclusively retained and made by the Insured Person and their 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 their 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 their 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:**

- (a) The Company will pay up to the amount shown in the BENEFIT SUMMARY if the Insured Person is legally responsible for:
  - (i) accidentally injuring someone; or
  - (ii) damaging or losing somebody else's property.
- (b) **Conditions and Restrictions:** The following conditions apply to Personal Liability:
  - (i) the Insured Person must notify the Company of any cause for a legal claim against them as soon as they know about it or no later than five (5) days of any act, omission or occurrence that may create or impose any Personal Liability upon them
  - (ii) the Insured Person must provide all the information the Company requires to allow the Company to take action on the Insured Person's behalf including any related documents
  - (iii) the Insured Person must not have committed an intentional act that resulted in bodily Injury, damage to or loss of somebody else's personal property
  - (iv) the Insured Person must not negotiate, pay, settle, admit or deny any claim unless they get the Company's permission in writing

(v) the Company will have full control over any legal representatives and any proceedings. The Company will be entitled to take over and carry out any claim in the Insured Person's name for their defense or prosecute for the Company's benefit.

(iii) **Not Covered:** The Company will not provide cover for any legal responsibility, injury, loss or damage:

- (i) to members of the Insured Person's family, household, or a person the Insured Person employs
- (ii) that results from or is connected to the Insured Person's trade, profession or business
- (iii) that results from the Insured Person owning, using or living on any land or in buildings (except temporarily for the trip)
- (iv) that results from the Insured Person owning or using mechanically propelled vehicles (including e-bikes and drones), watercraft or aircraft, animals (other than horses and pet cats or dogs), guns or weapons (other than guns that are used for sport)
- (v) that results from the Insured Person infecting any other person with any sexually transmitted disease or condition
- (vi) that results from punitive damages assessed against the Insured Person which is the result of intentionally inflicting bodily injury, damage to, or loss of personal property of somebody else's property.

**The following exclusion is deleted in its entirety from the EXCLUSIONS provision:**

(20) any Illness or Injury sustained while taking part in, practicing or training for: Amateur Athletics; Professional Athletics; or athletic activities that are sponsored by any Governing Body or Authority including but not limited to the National Collegiate Athletic Association, any other collegiate sanctioning or Governing Body or the International Olympic Committee

**and is replaced with:**

(21) Except as specifically provided for Interscholastic Athletics, Intramural Sports and Club Sports, any Illness or Injury sustained while taking part in, practicing or training for: Amateur Athletics; Professional Athletics; or athletic activities that are sponsored by any Governing Body or Authority including the National Collegiate Athletic Association, European Athletics, and any other collegiate sanctioning or Governing Body or the International Olympic Committee

**The defined Term for Amateur Athletics is deleted in its entirety from the DEFINITIONS provision and replaced with the following:**

**Amateur Athletics:** An amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions. For the purposes of this insurance, this definition does not include athletic activities that are non-Collision Sports and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes or that are Interscholastic Athletics, Intramural Sports or Club Sports participated in by a high school or college student.

**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 travels.

**Club Sports:** Any sport offered by a community, organization, high school, university or college that competes competitively with other communities, organizations, high schools, universities or colleges, but are not regulated by the National Collegiate Athletic Association (NCAA) or National Association of Intercollegiate Athletics (NAIA) and do not have varsity status.

**Common Carrier:** A company or organization that holds itself out to the public as engaging in the business of transporting persons from place to place by air, rail, bus and/or water for compensation, offering its scheduled services to the public generally, and is licensed by a recognized and approved government authority to transport fare-paying passengers. The term Common Carrier does not include taxi, motorcar, motorcycle, or limousine services, or transportation by animal or human means (for example, by horse, camel, elephant or rickshaw).

**Interscholastic Athletics:** A sport existing or carried on between schools or clubs at the high school or secondary level.

**Intramural Sports:** Recreational sports organized within a particular institution, usually an Educational Institution or within a set geographic area.

**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 their 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.