



APRIL Travel Protection
Secure Ticket - Travel Insurance Policy - Texas
Underwritten by American Modern Home Insurance Company

SCHEDULE OF BENEFITS	
We will provide the coverage described in this policy and listed below.	
BENEFITS	LIMITS
EVENT TICKET CANCELLATION	EVENT TICKET COST PAID* INCLUDING APPLICABLE PROCESSING FEES & TAXES
TRIP DELAY	MINIMUM 3 HOURS DELAY MAXIMUM OF \$500
TRIP DELAY - CHILDCARE	MINIMUM 3 HOURS DELAY MAXIMUM OF 2 DAYS, \$250 PER DAY, UP TO \$500
* UP TO THE LESSER OF THE EVENT TICKET COST PAID OR THE EVENT TICKET CANCELLATION BENEFIT AMOUNT ON YOUR CONFIRMATION OF BENEFITS.	

This Policy is issued in consideration of enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by American Modern Home Insurance Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Schedule of Benefits. It provides You with specific information about the program You purchased. This policy is issued for a stated term as shown on the schedule of benefits.

TABLE OF CONTENTS

- SECTION I - GENERAL DEFINITIONS**
- SECTION II - GENERAL PROVISIONS**
- SECTION III - ELIGIBILITY AND PERIOD OF COVERAGE**
- SECTION IV - COVERAGES**
- SECTION V - CLAIMS PROCEDURES AND PAYMENT**
- SECTION VI - GENERAL LIMITATIONS AND EXCLUSIONS**



APRIL Travel Protection
Secure Ticket - Travel Insurance Policy - Texas
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SECTION I. GENERAL DEFINITIONS

"Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

"Accidental Injury" means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by Sickness or other bodily diseases or infirmity.

"Additional Expense" means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

"Business Day" means all days except Saturday, Sunday, or holidays recognized by Texas.

"City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

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

"Complications of Pregnancy" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

"Covered Trip" means a trip for which You request insurance coverage and pay the required premium.

"Dependent Child(ren)" means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 19 and primarily dependent on You for support and maintenance; or who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

"Domestic Partner" means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the Effective Date of coverage.

"Economy Fare" means the lowest published rate for a one-way or roundtrip economy ticket.

"Effective Date" means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

"Family Member" means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Yours or Your Domestic Partner's caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

"Hazard" means:

- (a) Any delay of a Common Carrier (including Inclement Weather);
- (b) Any delay by a traffic Accident en route to a departure, in which You are or a Traveling Companion is directly involved;
- (c) Any delay due to lost or stolen passports, travel documents or money; quarantine; hijacking; unannounced Strike, Natural Disaster, civil commotion or riot;
- (d) A closed roadway causing cessation of travel to the destination of the Covered Trip, and substantiated by the department of transportation, state police, or other like authority;
- (e) Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation records;

"Hospital" means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.



APRIL Travel Protection
Secure Ticket - Travel Insurance Policy - Texas
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"Inclement Weather" means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

"Insured" means a person who has enrolled for insurance under this Policy. You and Your also means the Insured.

"Natural Disaster" means flood, fire, hurricane, tornado, earthquake, tsunami, volcanic eruption, blizzard or avalanche that is due to natural causes.

"Physician" means a licensed practitioner of medical, surgical or dental services acting within the scope of his or her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

"Policy" shall mean this individual Policy document, the Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

"Pre-Existing Condition" means any Accidental Injury, Sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 90 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

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

"Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or to a different final destination or to Your primary residence from a Covered Trip.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy.

"Strike" means a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts.

"Transportation" means any land, sea or air conveyance required to transport You during an Emergency Medical Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

"Traveling Companion" means person(s) booked to accompany You on Your Covered Trip.

"Unforeseen" means not anticipated or expected, and occurring on or after the Effective Date of the Policy.

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

SUIT AGAINST US: No legal action in any form can be brought after 2 years and one day after the loss.

MISREPRESENTATION AND FRAUD: Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

SUBROGATION: To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

CONTROLLING LAW: Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

CANCELLATION

Cancellation by the Insured: You have the right to cancel the Policy at any time by giving advance notice to Our Agent or Us (stating when thereafter the cancellation shall be effective). We will refund any unearned premium to You within 10 days of cancellation.



APRIL Travel Protection
Secure Ticket - Travel Insurance Policy - Texas
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Cancellation by Us: This is a single pay, single term, non-renewable Policy. We have no unilateral right to cancel this Policy after the Effective Date of coverage.

SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

ELIGIBILITY: Each Insured must enroll for his or her own insurance and pay any premium due. If accepted by Us, each person will become an Insured.

EFFECTIVE DATE AND POLICY TERM: The Effective Date of Your Policy is shown in the Schedule of Benefits and remains in effect for the stated term shown in the Schedule of Benefits.

When Your coverage for Benefits Begins:

Subject to payment of any premium due:

- (a) For Event Ticket Cancellation: Coverage begins at 12:01 A.M. local time, at Your location on the day after the required premium for such coverage is received by Us or Our Administrator as shown in the Schedule of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.
- (b) For Trip Delay: Coverage is in force while en route to and from the Covered Trip.
- (c) For all other coverages: Coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or your actual departure for Your Covered Trip.

When Your Coverage Ends:

Coverage is effective for the stated term shown in Your Schedule of Benefits. In addition, Your coverage will end at 11:59 P.M. local time on the date which is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date;
- (e) the date You cancel Your Covered Trip;

Coverage will not end solely because a person becomes an elected official in Texas.

EXTENDED COVERAGE:

All coverage under the Policy will be extended, if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by covered reasons specified under Trip Cancellation, Trip Interruption or Trip Delay.

If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.



APRIL Travel Protection
Secure Ticket - Travel Insurance Policy - Texas
Underwritten by American Modern Home Insurance Company

SECTION IV. COVERAGES

EVENT TICKET CANCELLATION

We will pay You, up to the maximum benefit amount shown on the Confirmation of Benefits, for the purchase price of a Ticket (as defined in this Benefit), and any applicable processing fees, for any nonrefundable Event Ticket in the event the Ticketholder is unable to attend a Ticketed Event due to one of the following eligible reasons:

- (a) Sickness, Accidental Injury or death of the Ticketholder or Ticketholder's Family Member;
- (b) Ticketholder is directly involved in a traffic Accident (as evidenced by a police report) while in route to the scheduled Event;
- (c) Ticketholder's Common Carrier is delayed due to Strike, breakdown or adverse weather conditions causing the Ticketholder to miss the scheduled Event.

For purposes of this benefit the following definitions are included:

"Event" means an entertainment, theatrical or recreational event for which a Ticket is purchased.

"Ticket or Ticketed" means a ticket issued on paper or electronically to an entertainment, theatrical or recreational Event and paid for in full by You.

"Ticketholder" means You or a person who receives a Ticket to attend the Event from You.

The following provisions apply:

- (a) The entire cost of the nonrefundable Event Ticket must be paid for by You and You retain an original, valid receipt.
- (b) For series or season Tickets and multi-day Tickets, a particular eligible reason may not be used for cancellation of more than 1 day or Event.
- (c) You must comply with all of the following conditions:
 - 1. You must not be aware of any Ticketholder's Sickness at the time a Ticket is purchased that would inhibit the Ticketholder's ability to attend an Event.
 - 2. You must not be aware of any material fact, matter or circumstance at the time a Ticket is purchased which is likely to give rise to a claim.
 - 3. You shall use due diligence, and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this coverage.
- (d) You must advise Us or Our Administrator within fifteen (15) days of the missed Event.

TRIP DELAY

We will pay You for covered expenses on a one-time basis, up to the maximum shown in the Schedule of Benefits, if You are delayed en route to or from the Covered Trip for 3 or more hours due to a defined Hazard.

Covered Expenses include:

- (a) Any prepaid, unused, non-refundable land, air, or water accommodations;
- (b) Any reasonable Additional Expenses incurred (meals, accommodations, local Transportation, and telephone calls, limited to \$200 per day);
- (c) An Economy Fare from the point where You ended Your Covered Trip to a destination where You can resume Your Covered Trip;
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination.

TRIP DELAY - CHILDCARE

If You:

- (a) are delayed beyond Your Scheduled Return Date for 3 or more hours due to a defined Hazard.; and
- (b) incur child care expenses due to Your inability to return to Your principal residence,



APRIL Travel Protection
Secure Ticket - Travel Insurance Policy - Texas
Underwritten by American Modern Home Insurance Company

We will pay the daily benefit shown in the Schedule of Benefits for up to the maximum number of days shown. You must provide written proof of such additional incurred expenses for the care of Your Dependent Children who did not travel with You.

SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars. The following provisions will apply to all benefits.

PAYMENT OF CLAIMS: We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss. Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the following surviving beneficiaries in the order shown:

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only 1 survives;
- (d) Your brothers and sisters jointly; or
- (e) Your estate.

All other claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss.

NOTICE OF CLAIM: Written notice of claim must be given by the Claimant (either You or someone acting for You) to Us or our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the address shown on the Schedule of Benefits or to Our authorized designee.

PROOF OF LOSS: You have 91 days from the date of Your loss to submit Your claim to Us, except as otherwise provided by law. Within 15 Business Days after We receive of notice of a claim We will:

- (a) acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, We will make a record of the date, means, and content of the acknowledgement.)
- (b) commence any investigation of the claim; and
- (c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify you in writing of the acceptance or rejection of a claim no later than 15 Business Days after We receive all Proof of Loss required by Us. If We reject the claim, We will tell You the reasons for the rejection. If We are unable to accept or reject the claim within 15 Business Days after We receive all Proof of Loss required, We will notify You within the 15 Business-Day period and tell You why We need additional time to investigate the claim. If We require additional time to investigate Your claim, We will notify You if We accept or reject the claim no later than 45 Business Days after We request additional time to investigate the claim. Except as otherwise provided, if We delay payment of a claim for more than 60 Business Days following receipt of all required Proof of Loss, We will pay the amount of the claim plus 18 percent interest per year along together with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

OTHER INSURANCE WITH US: You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.



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SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of Loss and the value involved to Us.

PHYSICAL EXAMINATION AND AUTOPSY: We have the right to physically examine a claimant as often as needed while a claim is pending. We may choose the Physician. We also have the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at Our expense.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Event Ticket Cancellation, Trip Delay, and Trip Delay – Childcare Delay:

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth;
4. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;
5. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
6. Mental or emotional disorders, unless hospitalized;
7. Participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; racing by horse, motor vehicle, or motorcycle; bungee cord jumping; deep sea diving; spelunking or caving; heliskiing; extreme skiing; rock climbing;
8. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
9. Participation in any military maneuver or training exercise, police service, or any loss while You are in the service of the armed forces of any country. Orders to active military service for training purposes of 2 months or less will not constitute service in the armed forces. Upon notice to Us of entering the armed forces, We will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
10. Participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
11. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
12. Services not shown as covered;
13. Curtailment or delayed return for other than covered Unforeseen reasons;
14. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due You;
15. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
16. Accidental Injury or Sickness when traveling against the advice of a Physician;
17. Venereal disease or syphilis or other sexually transmitted disease;
18. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen;
19. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; or Your participation in any military maneuver or training exercise; or
20. Your participation in civil disorder, riot or a felony.



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In witness whereof American Modern Home Insurance Company has caused this Policy to be signed by its President and Secretary, at Amelia, Ohio.

Handwritten signature of James Fleiter in black ink.

President

Handwritten signature of Chuck S. Gippette in black ink.

Secretary

FRAUD WARNING NOTICE

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 prison.

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call American Modern Home Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-543-2644

You may also write to American Modern Home Insurance Company:

American Modern Home Insurance Company 7000 Midland Blvd. Amelia, OH 45102-2607

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact American Modern Home Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de American Modern Home Insurance Company para informacion o para someter una queja al:

1-800-543-2644

Usted también puede escribir a American Modern Home Insurance Company:

American Modern Home Insurance Company 7000 Midland Blvd. Amelia, OH 45102-2607

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el American Modern Home Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

American Modern Insurance Group

PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

The companies of the American Modern Insurance Group ("American Modern") respect you and your right to privacy. We value your trust. So, we want you to know our policies and procedures that protect the privacy of your Nonpublic Personal Information (NPI). We also want you to know your rights regarding NPI that we receive about you. Thirdly, we want you to know how we gather NPI about you and how we protect its privacy.

In the course of doing business, we receive NPI related to insurance products and services we provide. These products and services are primarily for personal, family and household purposes. We currently do not share your NPI with any third parties not affiliated with American Modern except as required or permitted by law. We have no intention of doing so without proper authorization from you.

The terms of this Notice apply to individuals who inquire about or obtain insurance from one of the American Modern companies. We will send current policyholders a copy of our most recent Privacy Notice and Notice of Information Practices. We will do so at least annually. We will also send you a Notice if we make changes affecting your rights under our privacy policy. We reserve the right to modify or supplement our privacy policy at any time in accordance with applicable law. This Notice applies to current and former customers of American Modern. This Notice does not in any way affect your insurance coverage. You can find this Notice online on our Website at www.amig.com.

I. WHAT KIND OF INFORMATION WE COLLECT ABOUT YOU

We get most of our NPI about you directly from insurance applications and other forms that you or your insurance representative provide to us. Some examples of NPI include your name, address, income level, Social Security number and certain other financial information. Often, the NPI you provide to your insurance representative at the time you apply gives us everything we need to evaluate you or your property for insurance purposes. But, there are times when we may need more NPI or may need to verify NPI that you have provided. In those cases, we may obtain NPI from outside sources. We will do so at our own expense.

It is common for an insurance company or other financial services company to contact independent sources. Such sources verify and supplement NPI given on an application for insurance or other financial services products. There are many such independent companies. These are commonly called "consumer reporting agencies". They are in the

business of providing independent NPI to insurance companies. We will treat the NPI we receive about you from independent sources according to the terms of this Notice.

You have the right to contact any of the agencies we have used to prepare a report on you. If you wish, please submit your request in writing to the address shown below. Upon our receipt of your written request, we will provide you with the name and address of any agency used to prepare a report on you. Please note that your request must follow the procedures outlined under Sections V. and VI. below.

Once you become a customer of ours, our records on you may contain NPI about our experiences and transactions with you. Such NPI may include coverage, premiums and payment history. It may also include any claims you make under your policy. Any NPI that we collect in connection with a claim will be kept in accordance with this Privacy Notice. We will keep NPI collected by a claims representative and any police or fire report. We may, though, give NPI about claims to one or more insurance support organizations or another insurer. We may do so to underwrite a risk properly. We may also do so to prevent or prosecute fraud, or to detect criminal activity. We may also obtain NPI about you from a report prepared by an insurance support organization. The NPI may be kept by the support organization and provided to other persons.

Each American Modern company may disclose NPI about you to an affiliate regarding its transactions and experiences with you for marketing purposes without obtaining prior authorization. The law does not allow customers to restrict this disclosure. Such NPI may include your payment and claims history. We do not currently share other credit-related NPI about you, except as allowed or required by law.

II. WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU

We will keep NPI we have about you in our insurance policy or other records. We will refer to and use that NPI in order to issue and service insurance policies and other financial products. We will also use it to settle claims. Generally, we will not disclose NPI about you in our records to any organization not affiliated with American Modern without your prior permission. But, we may, as allowed by law, share NPI about you contained in our records with certain persons or organizations that are not affiliated with American Modern such as:

- * your insurance representative;

- * medical professionals;
- * other insurance companies, agents or consumer reporting agencies as NPI is needed in connection with any insurance application, policy or claim involving you;
- * our affiliated companies;
- * persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- * persons or organizations who use the NPI to perform a business, professional or insurance function for us;
- * persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual NPI may be identified in any research study report;
- * adjusters, appraisers, auditors, investigators and attorneys;
- * persons or organizations that perform services, functions or marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; and
- * a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

Health Information

Except as allowed or required by law, we will not use or share any personally identifiable health information about you, other than as follows. We will use such information to underwrite or administer your policy, claim or account, or in a manner as previously disclosed to you by us when we collected it. The above will not apply if we have obtained your written consent to share information.

III. RESPONSIBILITIES OF OTHER PARTIES

This Notice applies only to the American Modern companies. It does not necessarily reflect the privacy standards of other financial institutions or independent agents with whom you do business. Their privacy policies and information practices govern how they collect, use and disclose NPI about you. As described above, we may disclose your nonpublic personal financial or health information to third parties. When we do so, we will require them to use such NPI only for its intended purpose in accordance with applicable law.

IV. WHO HAS ACCESS TO YOUR INFORMATION IN OUR RECORDS

At present, American Modern uses a system of passwords and other physical, electronic and procedural safeguards to protect your NPI. They are designed to protect confidentiality, limit access, and prohibit unlawful disclosure of your NPI. We train our employees about the policies and rights provided under this Notice. We also train them on the importance of protecting customer NPI. Employees who violate our policy in any way are subject to being disciplined. This could include actions up to and including termination of employment. Also, we evaluate our information security practices relevant to changes in technology. We will do so to determine ways to increase the protections outlined above.

V. HOW YOU CAN REVIEW RECORDED INFORMATION WE HAVE ABOUT YOU

Access to Information

You have the right to review and receive most of the NPI we collect about you. As permitted or required by law, some legal and medical documents will not be provided. To access your NPI, please submit a notarized request to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier. We will let you know the nature and substance of the NPI about you in our files. We will tell you with whom we have shared the information in the last two years. We will identify the source of the information if the source is an institutional one.

Correction of Information

If you believe your NPI is incorrect, please send a notarized request for correction to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier.

If we agree with you, we will correct the NPI and notify you of the correction. We will notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person. We will also provide the corrected information to any insurance support organization to which we have provided your NPI within the last seven years.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is incorrect. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we have disclosed the disputed NPI to that person in the past two years.

VI. HOW TO CONTACT US

Once you have read this, if you have any questions about our privacy policy or the NPI kept in our records about you, please write to us at the address shown below:

AMERICAN MODERN INSURANCE GROUP
7000 Midland Boulevard
Amelia, Ohio 45102-2607
Attn: Privacy Compliance Office

The American Modern Insurance Group's Privacy Notice and Notice of Information Practices are provided on behalf of the following companies:

American Modern Property and Casualty Insurance Company
American Modern Insurance Group, Inc.
American Family Home Insurance Company d/b/a in California AFH Insurance Company
American Modern Home Insurance Company d/b/a in California American Modern Insurance Company
American Modern Home Service Company
American Modern Insurance Company of Florida, Inc.
American Modern Lloyds Insurance Company
American Western Home Insurance Company
American Southern Home Insurance Company
American Modern Select Insurance Company
American Modern Surplus Lines Insurance Company
Lloyds Modern Corporation
Marbury Agency, Inc.
Midwest Enterprises, Inc.
The Atlas Insurance Agency, Inc.
Copper Leaf Research