

**State Notice and Privacy Notice:**

This document is only applicable to residents of Colorado. For all states: To view and print a copy of our privacy notice, please visit [www.travelguard.com/fulfillment](http://www.travelguard.com/fulfillment).

**INDIVIDUAL TRAVEL PROTECTION POLICY**

**Flight Guard**

**SCHEDULE OF BENEFITS**

	Maximum Limit Per Person
Flight Guard®.....	Amount Selected Up to a Maximum of \$500,000

**Fraud Warning**  
 It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Any payments under the policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at [www.treasury.gov/resource-center/sanctions/](http://www.treasury.gov/resource-center/sanctions/) or a Travel Guard representative.

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., 175 Water Street, 15th Floor, New York, NY 10038 (herein referred to as the Company).

This Policy is a legal contract between the Insured and the Company. It is important that you read your Policy carefully. Please refer to the Schedule of Benefits or Declarations Page. It provides you with specific information about the insurance you purchased.

**FIFTEEN DAY LOOK:** You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your Scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

The President and Secretary of the National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy.

President

Secretary

**IMPORTANT**  
 This coverage is valid only if the appropriate plan cost has been paid. Please keep this document as your record of coverage under the plan.

**For questions or information contact:**  
[www.travelguard.com](http://www.travelguard.com) or phone Travel Guard 1.800.826.1300  
 National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) 1.800.679.5016

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**Section I  
EFFECTIVE AND TERMINATION DATES**

**Effective Date:** After any required plan cost has been paid and any required Application Form is completed, coverage will begin the date and time the Insured starts his/her Trip.

**Termination Date:**  
 Coverage will end on the earliest of:  
 (a) the date the Trip is completed;  
 (b) the scheduled Return Date; or  
 (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

**Section II - Benefits  
FLIGHT GUARD**

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured while on a Trip while riding as a passenger in or boarding or alighting from or being struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident which caused Injury. The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule. The accident must occur while the Insured is on the Trip and is covered under this Policy. If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

Loss of	% of Maximum Limit
Life .....	100%
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot .....	100%
Either Hand or Foot and Sight of One Eye .....	100%
Either Hand or Foot .....	50%
Sight of One Eye .....	50%

**"Loss"** with regard to:  
 (a) hand or foot means actual severance through or above the wrist or ankle joints;  
 (b) eye means entire and irrecoverable Loss of sight in that eye.

**EXPOSURE**  
 The Company will pay a benefit for covered Losses as specified above which result from an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss

must occur within 365 days after the event which caused the exposure.

## DISAPPEARANCE

The Company will pay a benefit for Loss of life as specified above if the Insured's body cannot be located one year after a disappearance due to an accident during the Trip.

### Section III DEFINITIONS

(Capitalized terms within this Policy are defined herein)

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

**"Caregiver"** means an individual employed for the purpose of providing assistance with activities of daily living to the Insured or to the Insured's Family Member who has a physical or mental impairment. The Caregiver must be employed by the Insured or the Insured's Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living.

**"Children" "Child"** means the Insured's natural, step, foster, adopted children or grandchildren of any age.

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

**"Company"** means National Union Fire Insurance Company of Pittsburgh, Pa.

**"Complications of Pregnancy"** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

**"Declarations Page"** means the document showing the Insured's travel arrangements and insurance benefits.

**"Departure Date"** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**"Destination"** means any place where the Insured expects to travel to on his/her Trip as shown on the travel documents.

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

(a) resides with the Insured or Family Member; and

(b) shares financial assets and obligations with the Insured or Family Member.

The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Family Member"** means the Insured's, or Traveling Companion's spouse, civil union partner, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward; spouse, civil union partner or Domestic Partner of any of the above. Family Member also includes these relations to the Insured's or Traveling Companion's spouse, civil union partner or Domestic Partner.

**"Injury/Injured"** means a bodily injury caused by an accident occurring while the Insured's coverage under this Policy is in force and resulting directly and independently of all other causes of Loss covered by this Policy. The injury must be verified by a Physician.

**"Insured"** means a person:

- (a) for whom any required application form has been completed;
- (b) for whom any required plan cost has been paid;
- (c) for whom a Trip is scheduled; and
- (d) who is covered under this Policy.

**"Loss"** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Company has undertaken to compensate the Insured.

**"Normal Pregnancy or Childbirth"** means a pregnancy or childbirth that is free of complications or problems.

**"Physician"** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, a Business Partner or retained by the Policyholder.

**"Return Date"** means the date on which the Insured is scheduled to return to the point where the Trip started or to a different specified Return Destination. This date is specified in the travel documents.

**"Return Destination"** means the place to which the Insured expects to return from his/her Trip.

**"Schedule"** means the Schedule of Benefits which is shown at the beginning of this Policy.

**"Sickness"** means an illness or disease diagnosed or treated by a Physician.

**"Traveling Companion"** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip.

**"Trip"** means a period of travel away from home to a Destination outside the Insured's City of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 364 days.

### Section IV EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

This plan does not cover any loss caused by or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, while sane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, or elective abortion of the Insured, a Traveling Companion or a Family Member;
- (c) war or act of war, whether declared or not, participation in a civil disorder, riot or insurrection;
- (d) operating or learning to operate any aircraft, as student, pilot or crew;
- (e) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (f) if the Insured's tickets do not contain specific travel dates (open tickets);
- (g) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
- (h) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or aneurysm;
- (i) any loss that occurs at a time when this coverage is not in effect;
- (j) traveling for the purpose of securing medical treatment;
- (k) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured, Traveling Companion, Business Partner or Family Member which, within the 180 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

## Section V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip, the Trip dates, purchase date and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Travel Guard, PO Box 47, Stevens Point, WI 54481 (telephone 1.800.826.1300).

All accident, health, and life claims will be administered by AIG Claims, Inc.

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to Travel Guard no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under this Policy must be submitted to Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If Travel Guard has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, and policy number. The Insured must return all unused, nonrefundable tickets.

**Payment of Claims: When Paid:** Claims will be paid as soon as Travel Guard receives complete proof of Loss and verification of age.

**Payment of Claims: To Whom Paid:** Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to that Insured's death will be paid to the survivors of the first surviving class of those that follow:

- (a) the beneficiary named by that Insured and on file with Travel Guard
- (b) to his/her spouse, if living. If no living spouse, then
- (c) in equal shares to his/her living children. If there are none, then
- (d) in equal shares to his/her living parents. If there are none, then
- (e) in equal shares to his/her living brothers and sisters. If there are none, then
- (f) to the Insured's estate.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Company may pay up to \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the Company makes in good faith fully discharges the Company to the extent of that payment.

### **Flight Guard Proof of Loss:**

The Insured must provide Travel Guard with:

- (a) all medical bills and reports for medical expenses claimed; and

- (b) a signed patient authorization to release medical information to Travel Guard.

## Section VI GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, Schedule of Benefits or Declarations Page, Application Form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

**Acts of Agents.** No agent or any person or entity has authority to accept service of the required proof of loss or demand arbitration on the Company's behalf nor to alter, modify or waive any of the provisions of this Policy.

**Company's Recovery Rights.** In the event of a payment under this Policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm the Company's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any Insured whose Loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to perform an autopsy in case of death where it is not forbidden by law.

**Beneficiary Designation and Change.** The Insured's beneficiaries are the persons designated by the Insured and on file with Travel Guard or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, without the consent of the designated beneficiaries, unless an irrevocable designation has been made, by providing Travel Guard with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment

of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Concealment or Fraud.** The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**Payment of Premium.** Coverage is not effective unless all premium due has been paid to Travel Guard prior to a date of Loss or insured occurrence.

**Termination of this Policy.** Termination of this Policy will not affect a claim for Loss if coverage was purchased while this Policy was in force.

**Transfer of Coverage.** Coverage under this Policy cannot be transferred by the Insured to anyone else.

**Controlling Law:** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.



# Travel Guard®

**24-Hour Emergency Assistance  
Telephone Numbers**

USA.....1.800.826.1300

International.....1.715.345.0505

***Be sure to use the appropriate country  
and city codes when calling.***

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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