

# CERTIFICATE OF INSURANCE

## Basic Plan

### SCHEDULE OF BENEFITS

#### Maximum Limit Per Person

Trip Cancellation .....	Trip Cost up to a maximum of \$100,000
Trip Interruption .....	up to 100% of Trip Cost up to a maximum of \$100,000*
Trip Interruption-Return Air Only .....	up to a maximum of \$500*
Trip Delay .....	(Maximum of \$100 per day) to a maximum of \$500
Baggage & Personal Effects Loss .....	\$500
Deductible \$50 .....	\$500 for first item \$250 for each additional item \$500 aggregate for items shown in the benefit
Baggage Delay .....	(Maximum of \$100 per day) to a maximum of \$100

#### Extra Coverage

*(when coverage is purchased  
within 21 days of Initial Trip Payment)*

Pre-Existing Medical Condition Exclusion Waiver Rider  
T30341NUFICPXW21MT

#### Additional Coverage

*The following will be included if elected and  
appropriate costs have been paid.*

Car Rental Collision Coverage Rider .....\$35,000  
\$250 Deductible  
T30341NUFICCRCC

*The following non-insurance services  
are provided by Travel Guard.*

- Travel Medical Assistance • Worldwide Travel Assistance
- LiveTravel® Emergency Assistance
- Personal Security Assistance

\* Coverage for Trip Interruption and Trip Interruption-Return Air Only cannot be combined.

Coverage only available to Montana residents.

MT7838 P2 01/15

T30337NUFIC-C11BMT

### PLEASE READ THIS DOCUMENT CAREFULLY!

Insurance coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania Insurance Company, NAIC No. 19445 with its principal place of business at 175 Water Street, 15th Floor, New York, NY 10038 and currently authorized to transact business in all states and the District of Columbia.

The Policy will contain reductions, limitations, exclusions and termination provisions. Full details of coverage are contained in the Policy. If there are any conflicts between the contents of this document and the Policy (form series T30337NUFIC-11), the Policy will govern in all cases.

**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 Certificate.

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



President



Secretary

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 <http://www.treasury.gov/resource-center/sanctions/> or a Travel Guard representative.

#### 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 Travel Guard 1.800.826.1300  
National Union Fire Insurance Company of Pittsburgh, Pa.  
1.800.679.5016

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### Section I EFFECTIVE AND TERMINATION DATES

**Effective Date:** Trip Cancellation coverage will be effective at 12:01 a.m. Standard Time on the date following payment to the Company of any required plan cost.

All other coverages will begin on the later of:

- (a) 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents or
- (b) the date and time the Insured starts his/her Trip.

**Termination Date:** Trip Cancellation ends on the earlier of: (a) the cancellation of the Insured's Trip; or (b) the date and time the Insured starts on his/her Trip.

All other coverages 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.

**Extension of Coverage:** All coverages except Trip Cancellation will be extended, if:

- (a) the Insured's entire Trip is covered by the plan; or
- (b) the Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

- (a) the date the Insured reaches his/her Return Destination; or
- (b) 7 days after the date the Trip was scheduled to be completed.

**Baggage Extension of Coverage:** If an Insured's Baggage, passports and visas are in the charge of a Common Carrier and delivery is delayed, coverage for Baggage and Personal Effects Loss will be extended until the Common Carrier delivers the property to the Insured. This Extension does not include Loss caused by the delay.

## Section II - Benefits TRIP CANCELLATION AND INTERRUPTION

The Company will reimburse the Insured a benefit, up to the Maximum Limit shown in the Schedule or Declarations Page if an Insured cancels his/her Trip or is unable to continue on his/her Trip due to any of the following Unforeseen events:

- (a) Sickness, Injury or death of an Insured, Family Member, Traveling Companion or Business Partner;
  - (1) Sickness or Injury of an Insured, Traveling Companion or Family Member traveling with the Insured must be so disabling as to reasonably cause a Trip to be canceled or interrupted or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip;
  - (2) Sickness or Injury of a Family Member not traveling with the Insured must be because their condition is life-threatening as certified by a Physician or they require the Insured's immediate care. Such disability must be so disabling as to reasonably cause a Trip to be canceled or interrupted and must be certified by a Physician;
  - (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to cancel or interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician.
- (b) Inclement Weather causing delay or cancellation of travel for at least 24 consecutive hours;
- (c) Strike causing complete cessation of travel services at the point of departure or Destination;
- (d) the Insured's Primary Residence being made Uninhabitable or Inaccessible by Natural Disaster, vandalism or burglary;
- (e) the Insured's Destination being made Uninhabitable or Inaccessible by flood, tornado, earthquake, volcanic eruption, fire, wildfire or blizzard that is due to natural causes;
- (f) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed or required to serve on a jury;
- (g) the Insured or Traveling Companion is called to active military service or military leave is revoked or reassigned;
- (h) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- (i) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own provided that he or she has been an active employee for the same employer for at least 1 year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (j) a named hurricane causing cancellation or interruption of travel to the Insured's Destination that is Inaccessible or Uninhabitable. Claims are not payable if a hurricane is foreseeable prior to the Insured's effective date. A hurricane is

foreseeable on the date it becomes a named storm. The Company will only pay the benefits for Losses occurring within 30 days after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible.

### SPECIAL NOTIFICATION OF CLAIM

The Insured must notify Travel Guard as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. If the Insured is unable to provide cancellation notice within the required timeframe, the Insured must provide proof of the circumstance that prevented timely notification.

**Trip Cancellation Benefits:** The Company will reimburse the Insured for Forfeited, prepaid Trip Cost up to the Maximum Limit shown in the Schedule or Declarations Page for Trips that are canceled prior to the scheduled Departure due to any of the Unforeseen events shown above.

**Trip Interruption Benefits:** The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for Trips that are interrupted due to the Unforeseen events shown above for:

- (a) Unused portion of nonrefundable, prepaid insured Trip Cost and
- (b) additional transportation expenses incurred by the Insured, either
  - (1) to the Return Destination; or
  - (2) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
- (c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed and leaves after the Departure Date.

However, the benefit payable under (b) and (c) above will not exceed the cost of economy airfare or the same class as the Insured's original ticket, less any refunds paid or payable, by the most direct route.

**Trip Interruption – Return Air Only:** The Company will reimburse the Insured for the additional transportation expenses incurred to reach the Return Destination due to one of the Unforeseen events listed in the Trip Cancellation/Trip Interruption section. However, the benefit payable will not exceed the cost of economy airfare (or the same class as the Insured's original ticket) less any refunds paid or payable and taken by the most direct route.

### SINGLE OCCUPANCY BENEFIT

The Company will reimburse the Insured, up to the Trip Cancellation and Trip Interruption Maximum Limits shown in the Schedule or Declarations Page, for the additional cost incurred during the Trip as a result of a change in the per person

occupancy rate for prepaid, nonrefundable travel arrangements if a person booked to share accommodations with the Insured has his/her Trip canceled or interrupted due to any of the Unforeseen events shown in the Trip Cancellation and Trip Interruption section and the Insured does not cancel.

### TRIP DELAY

The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for Reasonable Additional Expenses until travel becomes possible to the originally scheduled Destination, if the Insured's Trip is delayed 12 or more consecutive hours and prevents the Insured from reaching the intended Destination as a result of a cancellation or delay of his/her Trip for one of the Unforeseen events listed below:

- (a) the Insured being involved in or delayed due to a traffic accident while en route to a departure as substantiated by a police report;
- (b) Common Carrier delay;
- (c) the Insured's or Traveling Companion's lost or stolen passports, travel documents or money;
- (d) the Insured or Traveling Companion is quarantined;
- (e) Strike;
- (f) Inclement Weather which prohibits Insured's departure;
- (g) Natural Disaster.

Incurred expenses must be accompanied by receipts.

This benefit is payable for only one delay per Insured, per Trip.

If the Insured incurs more than one delay in the same Trip the Company will reimburse the Insured for the delay with the largest benefit up to the Maximum Limit shown in the Schedule or Declarations Page.

**The Insured Must:** Contact Travel Guard as soon as he/she knows his/her Trip is going to be delayed more than 12 hours.

### BAGGAGE & PERSONAL EFFECTS LOSS

The Company will reimburse the Insured, up to the Maximum Limit, subject to any Deductible if applicable, shown in the Schedule or Declarations Page subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects, passports, travel documents and visas during the Insured's Trip.

#### Special Limitations:

The Company will reimburse the Insured up to:

- the amount shown in the Schedule or Declarations Page for the first item and thereafter
- the amount shown in the Schedule or Declarations Page per each additional item

- the amount shown in the Schedule or Declarations Page aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited to: lap top computers, cell phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts.

The Company will pay the lesser of:

- the cash value (original cash value less depreciation) as determined by the Company or
- the cost of replacement.

The Company may take all or part of the damaged Baggage at the appraised or agreed value. In the event of a Loss to a pair or set of items, the Company may at its option:

- repair or replace any part to restore the pair or set to its value before the Loss; or
- pay the difference between the cash value of the Baggage before and after the Loss.

### BAGGAGE DELAY

If the Insured's Baggage is delayed or misdirected by the Common Carrier for more than 24 hours while on a Trip, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for the purchase of Necessary Personal Effects. Necessary Personal Effects do not include jewelry, perfume and alcohol. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

### Section III DEFINITIONS

(Capitalized terms within this Certificate of Insurance are defined herein)

**"Actual Cash Value"** means purchase price less depreciation.

**"Baggage"** means luggage, travel documents, and personal possessions; whether owned, borrowed or rented, taken by the Insured on the Trip.

**"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 or adopted children of any age.

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

**"Common Carrier"** means an air, land or sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier.

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

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

**"Deductible"** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the deductible is shown in the Schedule or Declarations Page for each benefit to which a deductible applies.

**"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:

- resides with the Insured, Family Member or Traveling Companion and
- shares financial assets and obligations with the Insured, Family Member or Traveling Companion.

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

**"Eligible Person"** means a person who is a member of an eligible class of persons as described in the Description of Eligible Persons section of the Master Application.

**"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.

**"Financial Default"** means the total cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, cruise line or airline.

**"Forfeited"** means the Insured's financial Loss of any whole or prorated prepaid nonrefundable components of a Trip.

**"Inaccessible"** means an Insured cannot reach his/her Destination by the original mode of transportation.

**"Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her Destination when traveling by a rented or owned vehicle.

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

**"Insured"** means an Eligible Person:

- for whom any required enrollment form has been completed;
- for whom any required plan cost has been paid;
- for whom a Trip is scheduled; and
- who is covered under the 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.

**"Mental, Nervous or Psychological Disorder"** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia or psychosis.

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

**"Necessary Personal Effects"** means items such as clothing and toiletry items, which are included in the Insured's Baggage and are required for the Insured's Trip.

**"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.

**"Primary Residence"** means an Insured's fixed, permanent and main home for legal and tax purposes.

**"Reasonable Additional Expenses"** means expenses for meals, taxi fares, essential telephone calls and lodging which are necessarily incurred as the result of a Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

**"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 as shown in the enrollment form.

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

**“Sickness”** means an illness or disease diagnosed or treated by a Physician after the Insured’s effective date of coverage under the Policy.

**“Strike”** means a stoppage of work which:

- (a) is announced, organized, and sanctioned by a labor union and
- (b) interferes with the normal departure and arrival of a Common Carrier.

This includes work slowdowns and sickouts. The Insured’s Trip Cancellation coverage must be effective prior to when the strike is foreseeable. A strike is foreseeable on the date labor union members vote to approve a strike.

**“Terrorist Incident”** means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government, that is deemed terrorism by the United States Government other than civil disorder or riot, that is not an act of war, declared or undeclared, that results in Loss of life or major damage to property.

**“Travel Supplier”** means the tour operator, hotel, rental company, cruise line or airline that provides prepaid travel arrangements for the Insured’s Trip.

**“Traveling Companion”** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A group or tour leader is not considered a traveling companion unless the Insured is sharing room accommodations with the group or tour leader.

**“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; and travel is primarily by Common Carrier and only incidentally by private conveyance.

**“Trip Cost”** means the dollar amount of Trip payments or deposits paid by the Insured prior the Insured’s Trip Departure Date and shown on any required enrollment form which is subject to cancellation penalties or restrictions. Trip cost will also include the cost of any subsequent prepaid payments or deposits paid by the Insured for the same Trip, after enrollment for coverage under this plan provided the Insured amends the enrollment form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured’s Departure Date.

**“Unforeseen”** means not anticipated or expected and occurring after the effective date of coverage.

**“Uninhabitable”** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; (4) the

rental property is without electricity, gas, sewer service or water; or (5) the Destination is Inaccessible.

**“Unused”** means the Insured’s financial Loss of any whole, partial or prorated prepaid, nonrefundable components of a Trip that are not depleted or exhausted.

## 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, Family Member, Traveling Companion or Business Partner while sane;
- (b) participation in professional athletic events, motor sport or motor racing, including training or practice for the same;
- (c) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers and lead or top-rope anchoring equipment;
- (d) war or act of war, whether declared or not, participation in a civil disorder, riot or insurrection;
- (e) operating or learning to operate any aircraft, as student, pilot or crew;
- (f) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (g) commission of or attempt to commit a felony by the Insured;
- (h) Mental, Nervous or Psychological Disorder, unless it is a Severe Mental Illness. As used in this exclusion, Severe Mental Illness means the following disorders as defined by the American Psychiatric Association:
  - (1) schizophrenia;
  - (2) schizoaffective disorder;
  - (3) bipolar disorder;
  - (4) major depression;
  - (5) panic disorder;
  - (6) obsessive-compulsive disorder; and
  - (7) autism.Coverage for a child with autism who is 18 years of age or younger must comply with MT Code 33-22-515(3) through (5) if the child is diagnosed with:
  - (1) autistic disorder;
  - (2) Asperger’s disorder; or
  - (3) pervasive developmental disorder not otherwise specified;
- (i) if the Insured’s tickets do not contain specific travel dates (open tickets);
- (j) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;

(k) any loss that occurs at a time when this coverage is not in effect;

- (l) traveling for the purpose of securing medical treatment;
- (m) any Trip taken outside the advice of a Physician;
- (n) 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 for 12 months following the Insured’s effective date of coverage for which care or treatment was given or recommended by a Physician within the 180 day period ending on the effective date of coverage.

### ***The following exclusions also apply to Trip Cancellation and Trip Interruption:***

Unless otherwise provided by this plan Benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) travel arrangements canceled by an airline, cruise line or tour operator, except as provided elsewhere in the plan;
- (b) changes in plans by the Insured, a Family Member or Traveling Companion, for any reason;
- (c) financial circumstances of the Insured, a Family Member or a Traveling Companion;
- (d) any government regulation or prohibition;
- (e) an event which occurs prior to the Insured’s coverage effective date;
- (f) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured;
- (g) Financial Default;
- (h) traveling for the purpose of securing medical treatment.

### ***The following exclusions apply to Baggage/Personal Effects Loss and Baggage Delay:***

Benefits will not be provided for any Loss or damage to, caused by, or resulting in whole or in part from:

- (a) animals, rodents, insects or vermin;
- (b) bicycles (except when checked with a Common Carrier);
- (c) motor vehicles, aircraft, boats, boat motors, ATV’s and other conveyances;
- (d) artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses or hearing aids;
- (e) keys, notes, securities, accounts, currency, deeds, food stamps, bills, credit cards or other evidences of debt or tickets;
- (f) money, stamps, stocks and bonds, postal or money orders;
- (g) property shipped as freight or shipped prior to the Departure Date;
- (h) contraband, illegal transportation or trade;
- (i) items seized by any government, government official or customs official;
- (j) defective materials or craftsmanship;

- (k) normal wear and tear;
- (l) deterioration.

### EXCESS INSURANCE LIMITATION

The insurance provided by the Policy for all coverages except Trip Cancellation and Trip Interruption shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss payable under the Policy there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity and applicable deductible.

## Section V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard within 6 months after a covered Loss first begins or as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, cruise line, or charter operator), 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., in those states where it is licensed.

**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 the 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, the participating organization 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.

**Trip Cancellation and Trip Interruption Proof of Loss:** The Insured must provide Travel Guard documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide Travel Guard with all unused air, rail, cruise or other tickets if he/she is claiming the value of those unused tickets.

**Trip Delay Proof of Loss:** The Insured must provide Travel Guard documentation of the delay from the airline, cruise line, etc., as to the reason for the delay and proof of the expenses incurred. The Insured must provide Travel Guard with all original receipts, copies of receipts or a list of the expenses incurred that gives the amount paid, what the payment was for, and the date of the payment. Claims involving Loss due to Sickness, Injury or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement.

**Baggage and Personal Effects Loss Proof of Loss: The Insured Must:** (a) report theft Losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage); (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment; and (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged or lost items.

**Baggage Delay Proof of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the

Common Carrier and receipts for the Necessary Personal Effects purchases.

### The following provisions apply to Baggage/ Personal Effects Loss and Baggage Delay:

**Notice of Loss.** If the Insured's property covered under the Policy is lost or damaged, the Insured must:

- (a) notify Travel Guard as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**Proof of Loss.** The Insured must furnish Travel Guard with proof of Loss. Proof of Loss includes police or other local authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under the Policy.

**Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to Travel Guard. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of Loss and the value.

**Valuation.** The Company will not pay more than the Actual Cash Value of the property at the time of Loss. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**Benefit to Bailee.** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

### The following provision applies to Trip Cancellation and Interruption, Baggage Delay and Baggage/Personal Effects Loss:

**Subrogation.** To the extent necessary for reimbursement of benefits paid to or on behalf of an Insured, the Company is entitled to subrogation against a judgment or recovery received by an Insured from a Third Party found liable for a wrongful act or omission that caused the injury necessitating benefit payments. If an Insured intends to institute an action for damages against a Third Party, the Insured shall give the Company reasonable notice of the intention to institute the action. The Insured may request that the Company pay a proportionate share of the reasonable costs of the Third Party action, including attorney fees. The Company may elect not to participate in the cost of the action. If that election is made, the Company waives 50% of any subrogation rights granted to it. The Company's right of subrogation may not be enforced until the injured Insured has been fully compensated for the Insured's injuries.

**Third Party** - as used in this Subrogation section, means any person, corporation or other entity (except the Insured, the Policyholder and the Company).

## Section VI GENERAL PROVISIONS

**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 the Policy.

**Company's Recovery Rights.** In the event of a payment under the 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 the 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. The Insured will be made whole before recovery takes place.

**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 the 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 the 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 the 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 the Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of the 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 the 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 the Policy.** Termination of the Policy will not affect a claim for Loss if coverage was purchased while the policy was in force.

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

**Conformity with Montana Statutes.** The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

**Insurance With Other Insurers:** If there is other valid coverage with another insurer that provides coverage for the same Loss, the Company will pay only the proportion of the Loss that this Company's Limit for that Loss bears to the total limit of all insurance covering that Loss, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

### Pre-Existing Medical Condition Exclusion Waiver Rider

(when coverage is purchased within 21 days of Initial Trip Payment)

This Rider is attached to and made part of your insurance plan. It is subject to all of the provisions, limitations and exclusions of the plan. Coverage will be effective at 12:01 a.m. Standard Time on the date following payment to the Company of any required plan cost. Coverage ends on the earliest of: (a) the date the Trip is completed; (b) the scheduled Return Date; (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the pre-existing medical condition exclusion if the following conditions are met:

- (1) This plan is purchased within 21 days of Initial Trip Payment;
- (2) The amount of coverage purchased equals all prepaid, nonrefundable payments or deposits applicable to the Trip at the time of purchase and the costs of any subsequent arrangements added to the same Trip are insured within 21

days of the date of payment or deposit for any subsequent Trip arrangements;

- (3) All Insured's are medically able to travel when this plan cost is paid;
- (4) The Trip Cost does not exceed \$100,000 per person (only applicable to Trip Cancellation/Interruption).

This coverage will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all prepaid, nonrefundable Trip arrangements are not insured.

**"Initial Trip Payment"** means the first payment made to the Insured's Travel Supplier toward the cost of the Insured's Trip. T30341NUFICPXW21MT

### Car Rental Collision Coverage Rider

Amount selected is shown on the Schedule

This Rider is attached to and made part of your insurance plan. It is subject to all of the provisions, limitations and exclusions of the plan. Coverage will take effect when the Insured signs the rental agreement and takes possession of the rental vehicle provided the required plan cost has been paid on or before the date the rental agreement has been signed. Coverage will end when the car is returned on or before the Rental Return Date or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

If an Insured's rented car is damaged while on a Trip due to collision, vandalism, windstorm, fire, hail or flood, while in his/her possession, the Company will pay the lesser of: the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or the Actual Cash Value of the car.

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown on the Schedule. Coverage is provided to the Insured and Traveling Companion if the Insured and Traveling Companion are licensed drivers, and are listed on the rental agreement.

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

This coverage is Primary to other forms of insurance or indemnity. The Insured must contact Travel Guard before renting to confirm if the vehicle is covered.

**"Deductible"** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the deductible is shown in the Schedule for each benefit to which a deductible applies.

**“Exotic Vehicle”** means an antique car that is over 20 years old or has not been manufactured for 10 or more years, or any vehicle with an original manufacturer’s suggested retail price greater than \$50,000.

**“Primary”** means the Company will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be enrolled.

**“Rental Return Date”** means the return date listed on the car rental agreement.

**The following limitations and exclusions apply to Car Rental Collision Coverage:**

- Coverage is not provided (in whole or in part) for any loss due to:
- (a) the Insured or his/her Traveling Companion violating the rental agreement;
  - (b) rental of trucks over 18 feet long, campers, trailers, off road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
  - (c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision deductible;
  - (d) failure to report the Loss to the proper local authorities and the rental car company;
  - (e) damage to any other vehicle, structure, or person as a result of a covered Loss;
  - (f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
  - (g) driving under the influence of alcohol;
  - (h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - (i) war or act of war, whether declared or not, the Insured’s participation in a civil disorder, riot or insurrection;
  - (j) glass damage;
  - (k) overhead damage; or
  - (l) tire damage.

**Car Rental Collision Coverage Proof of Loss.** The Insured must: take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; report the Loss to the appropriate local authorities and the rental company as soon as possible; obtain all information on any other party involved in a traffic accident, such as name, address, insurance information, and driver’s license number; and provide Travel Guard all documentation such as rental agreement, police report, and damage estimate.

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**ASSISTANCE SERVICES\***

All Assistance Services listed below are not insurance benefits and are not provided by the Company. Travel Guard provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the traveler.

**Travel Medical Assistance**

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist
- Medical evacuation quote
- In-patient and out-patient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Coordinate shipment of medical records
- Assistance with medical equipment rental/replacement

**Worldwide Travel Assistance**

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Arrangements for long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate referral
- Currency conversion or purchase assistance
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information

**LiveTravel® Emergency Assistance**

- Flight rebooking
- Hotel rebooking
- Rental vehicle booking

- Emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connections coordination

**Personal Security Assistance**

- Arrange emergency and security evacuations
- Deployment of consultants to extract client to safety
- 24/7 access to security and safety advisories, global risk analysis and consultation specialist
- Immediate security intelligence of events occurring throughout the world
- Collaborate with law enforcement to assist with apprehension and prosecution of victim assailants

\* Non-insurance services are provided by Travel Guard.



**Travel Guard®**

**24-Hour Emergency Assistance  
Telephone Numbers**  
 USA.....1.800.826.1300  
 International.....1.715.345.0505  
 LiveTravel® 24-Hour Assistance.....1.800.826.8597  
**Be sure to use the appropriate country  
and city codes when calling.**  
 - KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

MT7838 P2 01/15  
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02/27/15

# DESCRIPTION OF COVERAGE

## Basic Plan

### SCHEDULE OF BENEFITS

Medical Expense.....	\$10,000
Emergency Evacuation & Repatriation of Remains.....	\$100,000
	(maximum of 1 evacuation)
Escort Maximum.....	\$25,000
Accidental Death & Dismemberment.....	\$10,000

### Extra Coverage

*(when coverage is purchased  
within 21 days of Initial Trip Payment)*

- Pre-Existing Medical Condition Exclusion Waiver

### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Insurer will waive the pre-existing medical condition exclusion up to a maximum of the first \$100,000 of Trip Cost per person if the following conditions are met:

- This plan is purchased within 21 days of making the Initial Trip Payment;
- The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the cost of any subsequent arrangement(s) added to the same Trip are insured within 21 days of the date of payment or deposit for any subsequent Trip arrangement(s);
- All Insured's are medically able to travel when plan cost is paid.

### 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.

Coverage only available to Montana residents.

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### PLEASE READ THIS DOCUMENT CAREFULLY!

Insurance Coverage is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania Insurance Company, NAIC No. 19445 with its principal place of business at 175 Water Street, 15th Floor, New York, NY 10038 and currently authorized to transact business in all states and the District of Columbia.

Signed for National Union Fire Insurance Company of Pittsburgh, Pa.



President



Secretary

### EFFECTIVE & TERMINATION DATES

**Effective Date:** After any required Enrollment Form is completed and signed coverages will begin on the later of:

- 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents; or
- the date and time the Insured starts his/her Trip, provided any required plan cost has been paid.

**Termination Date:** All coverages end on the earlier of:

- the date the Trip is completed;
- the scheduled Return Date; or
- the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

**Extension of Coverage:** All coverages except Trip Cancellation will be extended, if:

- the Insured's entire Trip is covered by the plan; or
- the Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

- the date the Insured reaches his/her Return Destination; or
- 7 days after the date the Trip was scheduled to be completed.

### DEFINITIONS

**(Capitalized terms within the Description of Coverage 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.

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

**"Common Carrier"** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier.

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

**"Deductible"** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the Deductible is shown in the Schedule of Benefits or Declarations Page for each coverage to which a Deductible applies.

**"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:

- resides with the Insured; and
- shares financial assets and obligations with the Insured.

The Insurer may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Experimental or Investigative"** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used. This includes any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**"Family Member"** means the Insured's, or Traveling Companion's spouse, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward, spouse, or Domestic Partner of any of the above.

**"Hospital"** means a facility that:

- is operated according to law for the care and treatment of sick or Injured people;
- has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- has 24 hour nursing service by registered nurses (R.N.'s); and
- is supervised by one or more Physicians available at all times.

A Hospital does not include:

- a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home



for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or  
(c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces.

**“Initial Trip Payment”** means the first payment made to the Insured’s Travel Supplier toward the cost of the Insured’s Trip.

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

**“Insured”** means an Eligible Person for whom:

- (a) any required enrollment form has been completed;
- (b) any required plan cost has been paid;
- (c) a Trip is scheduled; and
- (d) while covered under the Policy.

**“Insurer”** means National Union Fire Insurance Company of Pittsburgh, Pa.

**“Loss”** means injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

**“Medically Necessary”** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; and
- (d) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

**“Mental, Nervous or Psychological Disorder”** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**“Physician”** means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

**“Primary”** means the Company will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be enrolled.

**“Primary Residence”** means a person’s fixed, permanent and principal home for legal and tax purposes.

**“Reasonable and Customary Charges”** means an expense which:

- (1) is charged for treatment, supplies, or medical services Medically Necessary to treat the Insured’s condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and

(3) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary Charges exceed the actual amount charged.

**“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, as shown in Enrollment Form.

**“Schedule”** means the Schedule of Benefits which is shown at the beginning of the Description of Coverage.

**“Sickness”** means pregnancy, an illness or disease diagnosed or treated by a Physician after the Insured’s effective date of coverage under the Policy.

**“Transportation”** means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**“Travel Supplier”** means the tour operator, Hotel, rental company cruise line, and/or airline that provides pre-paid travel arrangements for the Insured’s Trip.

**“Traveling Companion”** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A group or tour leader is not considered a Traveling Companion, unless the Insured is sharing room accommodations with the group or tour leader.

**“Trip”** means: a) a period of round-Trip travel away from home to a Destination outside the Insured’s City of residence. b) the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; c) the Trip has defined Departure and Return dates specified when the Insured applies; d) the Trip does not exceed 365 days; and e) travel is primarily by Common Carrier and only incidentally by private conveyance.

**“Trip Cost”** means the dollar amount of Trip payments or deposits reflected on any required enrollment form which are subject to cancellation penalties or restrictions paid by the Insured prior the Insured’s Trip Departure Date. Trip Cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after enrollment for coverage under the Policy provided the Insured amends his or her Enrollment Form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured’s Departure Date.

**“Unforeseen”** means not anticipated or expected and occurring after the effective date of the Policy.

## MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or a Sickness that requires him or her to be treated by a Physician, the Insurer will pay the Reasonable and Customary Charges, up to the Maximum Limit shown on the Schedule or Declarations Page. The Insurer will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness within 365 days of the date

of the accident that caused the Injury or the onset of the Sickness provided the initial documented treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on a Trip, while covered under the policy.

### Covered Expenses:

The Insurer will pay for:

- services of a Physician or Registered Nurse (R.N.);
- Hospital charges;
- X-ray(s);
- local ambulance services to or from a Hospital;
- artificial limbs; artificial eyes; artificial teeth or other prosthetic devices;
- physical therapy up to 90 days after the Insured reaches his/her Return Destination or Destination (in the case of a one-way ticket);
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule or Declarations Page. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination, regardless of the reason.

The treatment must be given by a Physician or dentist.

**Advance Payment:** If an Insured requires admission to a Hospital, Travel Guard will arrange advance payment, if required. Hospital confinement must be certified as Medically Necessary by the attending Physician.

## EMERGENCY EVACUATION REPATRIATION OF REMAINS

The Insurer will pay for Covered Emergency Evacuation Expenses incurred if an Insured suffers an Injury or Sickness while he or she is on a Trip that warrants his or her Emergency Evacuation. Benefits payable are subject to the Maximum Limit shown on the Schedule or Declarations Page for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes.

**Covered Emergency Evacuation Expenses** are the reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible.

Expenses for Transportation must be:

- (a) ordered by the attending Physician who must certify that the severity of the Insured’s Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available;
- (b) required by the standard regulations of the conveyance transporting the Insured; and
- (c) authorized in advance by Travel Guard. In the event the Insured’s Injury or Sickness prevents prior authorization of the

Emergency Evacuation, Travel Guard must be notified as soon as reasonably possible.

**Special Limitation:** In the event Travel Guard could not be contacted to arrange for emergency Transportation, benefits are limited to the amount the Insurer would have paid had the Insurer or their authorized representative been contacted.

The Insurer will also pay a benefit for Reasonable and Customary Charges incurred for an escort's transportation and accommodations subject to the Escort Maximum shown on the Schedule if an attending Physician recommends in writing that an escort accompany the Insured.

**Emergency Evacuation - means:**

- (a) the Insured's medical condition warrants immediate transportation from the place where the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and/or
- (b) after being treated at a local licensed medical facility, the Insured's medical condition warrants Transportation to the adequate licensed medical facility nearest the Insured home to obtain further medical treatment or to recover.

**REPATRIATION OF REMAINS**

The Insurer will pay Repatriation Covered Expenses to return the Insured's body to City of burial if he/she dies during the Trip up to the Maximum Limit shown on the Schedule or Declarations Page.

**Repatriation Covered Expenses** include, but are not limited to, the reasonable and customary expenses for: the most economical coffins or receptacles adequate for transportation of the remains; and transportation of the remains, according to airline tariffs, by the most direct and economical conveyance and route possible. Travel Guard must make all arrangements and authorize all expenses in advance for this benefit to be payable.

**Special Limitation:** In the event the Insurer or the Insurer's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Insurer would have paid had the Insurer or its authorized representative been contacted.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

If, while on a Trip, Injury to an Insured results within 365 days of the date of the accident which caused Injury, in one of the Losses shown in the Table of Losses below, other than while riding as a passenger in or boarding or alighting from or 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 Insurer will pay the percentage shown below of the Maximum Limit shown in the

Schedule or Declarations Page. The accident must occur while the Insured is on the Trip and is covered under the 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 Insurer will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

<b>Loss of</b>	<b>% of Maximum Limit</b>
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 Insurer 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 Insurer will pay a benefit for Loss of life as specified above if the Insured's body cannot be located one year after disappearance due to an accidental Injury during the Trip.

**EXCLUSIONS AND LIMITATIONS**

**GENERAL EXCLUSIONS**

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

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner;
- (b) participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;
- (c) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment.
- (d) war or act of war, whether declared or not, civil disorder, riot, or insurrection;
- (e) operating or learning to operate any aircraft, as student, pilot, or crew;

- (f) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (g) loss or damage caused by detention, confiscation, or destruction by customs;
- (h) any unlawful acts, committed by the Insured, a Family Member, or a Traveling Companion, or Business Partner whether insured or not;
- (i) Mental, Nervous or Psychological Disorder or rest cures;
- (j) if the Insured's tickets do not contain specific travel dates (open tickets);
- (k) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;
- (l) 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 the Insured;
- (m) Experimental or Investigative treatment or procedures;
- (n) any loss that occurs at a time when this coverage is not in effect.
- (o) traveling for the purpose of securing medical treatment;
- (p) care or treatment which is not Medically Necessary;
- (q) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Insurer will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured for 12 months following the Insured's effective date of coverage for which care or treatment was given or recommended by a Physician within the 180 day period ending on the effective date of coverage.

**The following exclusions apply to the Medical Expense Benefit:** Unless otherwise provided by this plan Benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses, sunglasses, artificial teeth; and prosthetics;
- (d) routine dental care;
- (e) any service provided by the Insured, a Family Member, or Traveling Companion;
- (f) alcohol or substance abuse or treatment for the same.

**The following exclusion applies to Accidental Death and Dismemberment:**

- (a) the Insurer will not pay for loss caused by or resulting from Sickness or disease of any kind.

**MAXIMUM LIMIT OF LIABILITY:**

All limits are applied per Trip. The Insurer's maximum limit of liability resulting from the same occurrence will be \$10,000,000 under all Travel Guard program policies. If Loss for all Insureds from such an occurrence exceeds \$10,000,000 the Insurer will pay each Insured that proportion of the Benefits stated which \$10,000,000 bears to the total Loss of all

persons the Insurer insures under all travel and flight insurance in force, under Travel Guard program policies. The Insurer will pay no more than \$250,000 per occurrence, under the Travel Guard program policies, to or on account of any person insured under the Travel Guard program policies.

## 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 (i.e., tour operator, cruise line, or charter operator), the Trip dates, 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).

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to the Insurer no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under the 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 the Insurer 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, the participating organization name, and the policy number.

**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 Insurer 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 Insurer makes in good faith fully discharges Insurer to the extent of that payment.

Benefits for Medical Expense/Emergency Evacuation services may be payable directly to the provider of the services. However, the

provider: (a) must comply with the statutory provision for direct payment, and (b) must not have been paid from any other sources.

**Medical Expense Payment 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.

## GENERAL PROVISIONS

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

**Beneficiary Designation and Change.** The Insured's beneficiary(ies) is (are) the person(s) designated by the Insured and on file with Travel Guard.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the 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 Insurer 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 the 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 Insurer 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 the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the 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.

**Arbitration.** Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and

preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**Concealment or Fraud:** The Insurer does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the 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 The Policy:** Termination of the Policy will not affect a claim for Loss which occurs while the Policy is in force.

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

**Controlling Law:** Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state of Montana is hereby amended to conform to the minimum requirements of those statutes and control over any conflicting statutes of any state in which the Insured resides on or after that date.



# Travel Guard®

**24-Hour Emergency Assistance  
Telephone Numbers**

USA.....1.800.826.1300

International.....1.715.345.0505

LiveTravel® 24-Hour Assistance.....1.800.826.8597

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

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -