## State Notice and Privacy Notice:

This document is not applicable to residents of all states. Residents of Alaska, Colorado, Georgia, Illinois, Indiana, Kansas, Louisiana, Maine, Michigan, Minnesota, Missouri, Montana, New Hampshire, New York, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Vermont, Washington and Wyoming can obtain their state specific documents by visiting www.travelguard.com/fulfillment or by calling 1.800.827.0471. For all states: To view and print a copy of our privacy notice, please visit www.travelguard.com/fulfillment.

## CERTIFICATE OF INSURANCE

# Lodging Protection Plan

## SCHEDULE OF BENEFITS

| | Maximum Limit Per Booking |
|---|---|
| Trip Cancellation | Trip Cost up to a maximum of $1,000 |
| Trip Interruption | up to 100% of Trip Cost up to a maximum of $1,000 |
| Trip Delay | (Maximum of $100 per day) to a maximum of $500 |
| Baggage Delay | (Maximum of $100 per day) to a maximum of $500 |
| Accident Sickness Medical Expense | $10,000 |
| Dental | $500 |
| Emergency Evacuation & Repatriation of Remains | $25,000 |
| Escort Maximum | $25,000 |

**Extra Coverage**
***(when the insurance plan is purchased within one day of Initial Trip Payment)***

Pre-Existing Medical Condition Exclusion Waiver

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

• Travel Medical Assistance • Worldwide Travel Assistance
• Concierge Services • Identity Theft • Pet Return Service
• $100 Roadside Assistance (per car)*

* Roadside Assistance provided by Quest Towing Services, LLC.

**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.



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.treas.gov/offices/enforcements/ofac/ or a Travel Guard representative.

**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), 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.

Coverage may not be available in all states.

The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

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

President

Secretary



**For questions or information contact:**
www.travelguard.com or phone Travel Guard 1.800.827.0471
National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) 1.800.679.5016

Florida Residents: For inquiries, information about coverage or for assistance in resolving complaints: 1-800-551-0824

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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's authorized representative 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.

## 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. Such disability must be so disabling as to reasonably cause a Trip to be cancelled 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;
(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 and/or Traveling Companion is involved in or delayed due to a traffic accident, substantiated by a police report, while en route to the Insured's Destination;
(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) the Insured has an employer-initiated transfer within the same organization of 250 or more miles which requires the Insured's Primary Residence to be relocated. Notification of the transfer must occur after the effective date of coverage;
(k) a theft of passports or visas specifically required for the Insured's Trip, substantiated by a police report;
(l) mechanical/equipment failure of a Common Carrier that occurs on a scheduled Trip and causes complete cessation of the Insured's travel.
(m) 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;
(n) the Insured or Traveling Companion is called to active military service or military leave is revoked or reassigned; or
(o) the Insured or Traveling Companion is a student at a primary or secondary school and is required to complete an extended school year that falls on or beyond the Departure Date.

**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.

**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) Common Carrier delay;
(b) the Insured's or Traveling Companion's lost or stolen, passports, travel documents or money;
(c) the Insured's or Traveling Companion is quarantined;
(d) Natural Disaster;
(e) Injury or Sickness of the Insured or Traveling Companion.

Incurred expenses must be accompanied by receipts.

This benefit is payable for only one delay per booking, 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 DELAY

If the Insured's Baggage is delayed or misdirected by the Common Carrier for more than 12 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.

## ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule or Declarations Page. The Company 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 an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence, while covered under the Policy.

**Covered Expenses:**

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth or other prosthetic devices;
- 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 onsite attending Physician.



## EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Insured's Injury or Sickness that occurs while he or she is on a Trip. Benefits payable are subject to the Maximum Limit shown in 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 during an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence.

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges 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 and required by the standard regulations of the conveyance transporting the Insured.

Expenses for Transportation must be:

(a) ordered by the onsite 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; and

(b) 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.

The Company will also pay a benefit for reasonable and customary expenses incurred for an escort's transportation and accommodations subject to the Escort Maximum Limit shown in the Schedule or Declarations Page if an onsite attending Physician recommends in writing that an escort accompany the Insured.

**Special Limitation:** In the event Travel Guard could not be contacted to arrange for Emergency Evacuation, benefits are limited to the amount the Company would have paid had the Company or its authorized representative been contacted.

**Emergency Evacuation** means:

(a) 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) Transportation from a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending Physician certifies that additional Medically Necessary treatment is needed but not locally available; and the Insured is medically able to travel; and/or

(c) Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.



Advanced authorization by Travel Guard is needed for (a), (b) and (c) above.

**ADDITIONAL BENEFIT**

In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will reimburse the Insured his/her airfare costs, less refunds from the Insured's Unused transportation tickets, from that facility to the Insured's Return Destination or home, within one year from the Insured's original Return Date. Airfare costs will be based on medical necessity or same class as the Insured's original tickets.

**REPATRIATION OF REMAINS**

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

**Repatriation Covered Expenses** include, but are not limited to, the reasonable and customary expenses for:

(a) embalming;

(b) cremation;

(c) the most economical coffins or receptacles adequate for transportation of the remains; and

(d) transportation of the remains, 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 Company or the Company's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Company would have paid had the Company or its authorized representative been contacted.

## 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.

***"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.

***"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.

***"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.

Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

***"Cruise"*** means a vacation on a cruise ship.

***"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.

***"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.

***"Experimental or Investigative"*** means treatments, devices or prescription medications which are recommended by a Physician, but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipments, 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, 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, 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.

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

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

A hospital does not include:

(a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
(b) 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 of the armed forces for which no charge is normally made.



***"Hotel"*** means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are required.

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

***"Inclement Weather"*** means any severe weather condition, other than a hurricane, 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.

***"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:

(a) for whom any required enrollment 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 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.

***"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.

***"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.

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

***"Physician"*** means a licensed practitioner of medical, surgical or 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.

***"Reasonable and Customary Charges"*** means expenses which:

(a) are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured's condition;
(b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
(c) do 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 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.

***"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.

***"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 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 180 days; 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 or insane;
(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) participation in professional athletic events, motor sport or motor racing, including training or practice for the same;
(d) 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;
(e) war or act of war, whether declared or not, participation in a civil disorder, riot or insurrection;
(f) operating or learning to operate any aircraft, as student, pilot or crew;
(g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
(h) commission of or attempt to commit a felony by the Insured;
(i) Mental, Nervous or Psychological Disorder;
(j) if the Insured's tickets do not contain specific travel dates (open tickets);
(k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
(l) any loss that occurs at a time when this coverage is not in effect;
(m) traveling for the purpose of securing medical treatment;
(n) any Trip taken outside the advice of a Physician;
(o) **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 (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 60 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.

### 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 one day 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 one day 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.

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, non-refundable Trip arrangements are not insured.

***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, unless Cancel for Any Reason was purchased;
(c) financial circumstances of the Insured, a Family Member or a Traveling Companion;
(d) any business or contractual obligations of the Insured, a Family Member, or Traveling Companion;
(e) any government regulation or prohibition;
(f) an event which occurs prior to the Insured's coverage Effective Date;
(g) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured;
(h) Financial Default.



***The following exclusions apply to 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.

***The following exclusions also apply to the Accident Sickness Medical Expense Benefit:***

Unless otherwise provided by this plan Benefits will not be provided for the following:

(a) routine physical examinations;
(b) mental health care;
(c) replacement of hearing aids, eye glasses, contact lenses sunglasses and artificial teeth;
(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;
(g) Experimental or Investigative treatment procedures;
(h) care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease;
(i) coverage for Trips less than 100 miles from the Insured's Primary Residence.

***The following exclusion also applies to the Emergency Evacuation Benefit:***

(a) coverage for Trips less than 100 miles from the Insured's Primary Residence.

### 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 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 1.800.827.0471).

All claims of California residents will be administered by AIG Claims, Inc., 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.

Accident Sickness Medical Expense and Emergency Evacuation benefits may be payable directly to the provider. However, the provider: (a) must comply with the statutory provision for direct payment; and (b) must not have been paid from any other sources.

**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 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 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.

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the Loss, either the Insured or the Company can make a written demand for an appraisal. After the demand, the Insured and the Company each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser it chooses. The Insured will share with the Company the cost for the arbitrator and the appraisal process.

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

**Accident Sickness Medical Expense and Emergency Evacuation & Repatriation of Remains 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.

**The following provision applies to Trip Cancellation, Trip Interruption, Accident Sickness Medical Expense, Baggage Delay and Emergency Evacuation & Repatriation of Remains:**



**Subrogation** - To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. The Insured must help the Company preserve its rights against those responsible for its Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage. The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

**Coverage** - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under the Policy to which this Certificate of Insurance is attached) and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder.

**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.

**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 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.

**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, if mutually acceptable 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 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.

**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.

## STATE NOTICES

**Notice to Arkansas Residents:**

The Arbitration provision is amended to add that arbitration is non-binding and voluntary.

The Disagreement over Size of Loss provision is amended to add that arbitration and appraisals are non-binding and voluntary.

The Legal Actions provision is amended to extend the time limit to five years.

The Subrogation provision is amended to add the following: The Company's right of subrogation will not be invoked until benefits to which the Insured is entitled under the Policy are paid to or on behalf of the Insured, and the Insured has been made whole and is fully compensated for damages.

**Notice to Connecticut Residents:**

The definition of Medically Necessary is deleted in its entirety and replaced with the following:

"Medically necessary" means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, Injury, disease, or its symptoms, and that are (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site, and duration and considered effective for the patient's illness,



Injury, or disease; and (3) not primarily for the convenience of the patient, physician, or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, Injury, or disease. "Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

The following definitions are added:

"Intoxication" means a person with an elevated blood alcohol content of a ratio of alcohol in the blood of such person that is eight-hundredths of one per cent or more of alcohol, by weight or such person has sustained such Injury while under the influence of intoxicating liquor or any drug or both.

"Riot" means a tumultuous disturbance of the public peace by three or more persons assembled together and acting with a common intent.

The General Exclusions relating to suicide and Mental, Nervous and Psychological Disorders do not apply to the medical benefits.

The General Exclusion relating to use of drugs is deleted in its entirety and replaced with the following: "voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the Insured;"

The General Exclusion relating to Experimental or Investigative treatment or procedures is amended to add the following:

"unless such treatment or procedure has successfully completed a phase III clinical trial of the federal Food and Drug Administration;"

The Medical Expense exclusion relating to alcohol or substance abuse is amended to read " Intoxication or voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the Insured".

The Pre-existing Medical Condition exclusion is deleted and replaced with the following: The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member for which medical advice, diagnosis, care or treatment was recommended or received

within 60 days immediately preceding the Insured's coverage effective date.
The Excess Insurance Limitation provision does not apply to the health benefits.
The Medical Expense Payment of Loss provision is amended to add the following provision regarding appeals for medical claims which have been denied.
If your medical claim is denied in whole or in part by the Company based on medical necessity or refusal by the Company to pre-certify, you may appeal the denial to the Commissioner of Insurance. Your appeal to the Commissioner must be made within sixty (60) days of your receipt the Company's final written notice of denial. Your written appeal must be submitted on forms provided by and prescribed by the Department of Insurance and must include a general release, executed by You, of all pertinent medical records and a filing fee of twenty-five dollars ($25).The decision by the Department of Insurance is final and binding.
The "Arbitration" provision is amended to add "Arbitration is voluntary and non-binding.
The "Insurance with Other Insurers" provision is deleted in its entirety.

**Notice to District of Columbia Residents:**
The definition of Domestic Partner is amended as follows:
"Domestic Partner" means a person with whom an individual maintains a committed familial relationship characterized by mutual caring and the sharing of a mutual residence. Each partner must be at least 18 years old and competent to contract, be the sole Domestic Partner of the other person and not be married.
The definition of Medically Necessary is amended to add: "The fact that a Physician may prescribe, order, recommend or approve a service or supply does not of itself make it Medically Necessary or covered by this plan."
The General Exclusions for Mental, Nervous & Psychological Disorder and use of drugs, narcotics or alcohol are amended to add "except as state mandates".
The Pre-existing Medical Condition Exclusion is amended as follows:
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 (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 60 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened or became acute or had symptoms which would have prompted a 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.

**Notice to Florida Residents:**
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The General Exclusion with respect to participation in professional athletic events. . . is amended to add the words "by an Insured".
The Payment of Claims provision is amended as follows:
Payment of Claims: When Paid: Claims will be paid not later than 20 days after Travel Guard receives complete proof of Loss and verification of age. If the claim is not paid within 20 days, payment will bear interest at a rate of 12% per year.
The Disagreement Over Size of Loss provision is amended to add "binding to the Insured only if agreed upon by both the Insured and the Company at the time of the disagreement".
The Arbitration provision in the General Provisions section is amended by adding "Arbitration is binding to the Insured only if agreed upon by both the Insured and the Company at the time of the claim".
The "Legal Actions" provision is amended to change the expiration period to 5 years.

**Notice to Idaho Residents:**
The Fifteen Day Look is amended to state "the Company will refund premium paid within 30 days of receiving notice of cancellation."
Item (c) of the General Exclusions is amended to remove the following: motor sport.
The Pre-Existing Medical Condition Exclusion is deleted in its entirety and replaced with the following language:
The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured, which, within the 60 day period immediately preceding the Insured's coverage effective date: (a) would have prompted an ordinarily prudent person to seek medical advise, diagnosis, care or treatment; or (b) for which medical advice, diagnosis, care or treatment was given or recommended by a Physician.

**Notice to Iowa Residents:**
The Arbitration provision is deleted in its entirety.

**Notice to Maryland Residents:**
The last sentence of Legal Action provision of the Certificate is amended to remove "No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished". It is replaced with the following "No



such action may be brought after the expiration of 3 years from the date the loss accrues".

**Notice to Mississippi Residents:**
The Physical Examination and Autopsy Provision is deleted in its entirety.

**Notice to Nevada Residents:**
The Medical Expense Benefit is amended to remove the following language from the provision:
"This coverage does not apply to medical expenses incurred by any Child born during the Trip."
It is replaced with the following language.
"Children born during the Trip are covered for medical expenses for the first 31 days from the moment of birth at no additional expense. Continuation of coverage until the end of the Trip will be subject to notification of the birth and payment of any applicable premium."
The General Exclusions section is amended to delete the following exclusion: "use of drugs, narcotics or alcohol, unless administered upon the advice of a Physician.
The "Payment of Claims: When Paid" provision is deleted and replaced with the following:
Payment of Claims: Claims will be approved or denied within 30 days after Travel Guard receives the claim. If the claim is approved Travel Guard will pay the claim within 30 days after its approval. If the approved claim is not paid within that period, Travel Guard will pay interest on the claim at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1 as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due.
The "Claim Procedures: Proof of Loss" provision is amended to add the following:
If Travel Guard requires additional information or time to approve or deny a claim, it will notify the Insured within 20 days after receipt of the claim, and at least once every 30 days thereafter until the claim is approved or denied. The notice will contain the reason why the additional information or time is required. Travel Guard will approve or deny the claim within: 30 days after it receives the additional information; or 31 days after the last timely notice was provided.

**Notice to North Carolina Residents:**
The following notice is added: "This plan includes all of the applicable benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy

located in another state and may be governed by that state's laws."

The definition of Hospital is deleted in its entirety and replaced with the following:

"Hospital" means a facility that:

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

A Hospital does not include:

(a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
(b) 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 of the armed forces for which no charge is made.

The Pre-existing Medical Conditions exclusion is amended to delete reference to "first manifested" and to replace "a reasonable person" with "a person".

The time period in the Proof of Loss provision is amended to 180 days.

The Subrogation provision does not apply to medical and accident benefits.

**Notice to North Dakota Residents:**

The Effective & Termination Date provision is amended to replace the Termination Date time frames of 11:59 p.m. with 12:01 a.m. where applicable including the Master PO application.

**Notice to Rhode Island Residents:**

The Arbitration provision is amended to add: Not binding for Medical or Accidental Death benefits.

**Notice to South Carolina Residents:**

The Notice of Claims Provision is amended as follows:

The Insured must call or provide Travel Guard with written notice of claim within twenty days or as soon as reasonably



possible after a covered loss, 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, policy number 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 1.800.827.0471).

The Proof of Loss provision is amended to state that the claim forms will be provided within 15 days of receipt of the notice of claim and the Proof of Loss time frame will be extended if the Insured is legally incapacitated.

The "Physical Examination and Autopsy" provision is amended to add: "The autopsy of a South Carolina resident must be performed in the state of South Carolina."

The "Legal Actions" provision is amended to replace the expiration period of 3 years with 6 years.

**Notice to Virginia Residents:**

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

If you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact Travel Guard 1-800-826-1300 or National Union Fire Insurance Company of Pittsburgh, Pa., 175 Water Street, 15th Floor, New York, NY 10038 (an AIG Company) 1-800-679-5016.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at: Virginia Bureau of Insurance, P.O. Box 1157, Richmond, VA 23218-1157 (804) 371-9741. Written correspondence is preferable so that a record of your inquiry is maintained. Please have your policy number available."

The definition of Family Member is amended to delete "civil union partner".

The Disagreement Over Size of Loss provision is amended to remove the word "binding" and replace it with "will determine the amount of loss".

The Subrogation provision intro is amended to remove "Accident Sickness Medical Expense".

The Coverage section of the Subrogation provision is amended to delete "means no fault motorist coverage".

The certificate is amended to delete the "Insurance With Other Insurers" provision.



**Notice to West Virginia Residents:**

The Arbitration provision is deleted in its entirety and replaced with the following language.

If the Company and the Insured do not agree whether coverage is provided under this policy of insurance for a claim made by or against the Insured, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

**Notice to Wisconsin Residents:**

The Payment of Claims: When Paid is amended to add "but not later than 30 days".

The Subrogation provisions are amended to add the following:

The Company's right of subrogation will not be invoked until benefits to which the Insured is entitled under the Policy are paid to or on behalf of the Insured, and the Insured has been made whole and is fully compensated for damages.

The Concealment or Fraud provision is deleted and replaced with the following:

The Company does not provide benefits for any loss incurred if the Insured has intentionally concealed or misrepresented any material fact or circumstance which impacts payment of such loss.

## 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

**Concierge Services**
- Restaurant referrals and reservations
- Ground transportation arrangements
- Event ticketing arrangements
- Tee times and course recommendations
- Floral services

**Identity Theft**
- Assist identity theft victim with ordering and reviewing credit bureau records



- Assist identity theft victim with investigating financial accounts where identity theft is suspected
- Assist victim in communications with creditors to help make the creditors aware of the victim's identity theft issues
- Assist identity theft victim in identifying proper law enforcement to pursue prosecution of criminals
- Assist identity theft victim in reviewing account activity
- Obtain additional resources for reviewing and resolution of victim's issues

**Pet Return Service**
If, while on a Trip, you become unable to continue traveling due to a Sickness or Injury, Travel Guard will arrange to return any of your domestic pets who accompanied you on the Trip to your residence.

* Non-insurance services are provided by Travel Guard.

**Roadside Assistance**
**24-Hour Roadside Assistance Services****
- Towing Assistance — When towing is necessary, the covered vehicle will be towed to the nearest service facility or to any location requested by the covered customer.
- Flat Tire Assistance — Service consists of the replacement of a flat tire with the covered vehicle's spare tire. Towing assistance will be provided if needed.
- Oil, Fluid, and Water Delivery Service — An emergency supply of oil, fluid, and water will be delivered to any covered vehicle in immediate need. The customer must pay for cost of the fluids if there is one.
- Fuel Delivery Service — An emergency supply of fuel will be delivered to any covered vehicle in immediate need. The customer must pay for the cost of the fluids if there is one.
- Lock-out Assistance — Assistance will be provided in gaining entry to a covered vehicle if the keys are lost or locked inside.
- Battery Assistance — Battery assistance (jump-start) will be provided to any covered customer in immediate need.
- Collision Assistance — If a customer is involved in a collision in their covered vehicle, towing assistance will be provided when needed to direct the vehicle back to the issuing dealership if possible or to the nearest qualified repair facility.

**Roadside Assistance provided by Quest Towing Services, LLC, 106 West Tolles Drive, St Johns, MI 48879. $100 limit per occurrence. The authorized service providers contracted to perform the service are independent contractors and not agents or employees of Quest Towing Services, LLC, or Travel Guard. To access the roadside assistance services, customer must contact Travel Guard directly to arrange for services to be rendered and for the reimbursement to apply. No reimbursement will be made unless Travel Guard makes all roadside assistance arrangements. Neither Quest Towing Services, LLC, Travel Guard, nor their affiliates can assume liability for any damages resulting from the acts of the service provider. Any personal injury or damage to a member's property must be filed against the service facility.



AIG

Travel Guard®

**24-Hour Emergency Assistance**
**Telephone Numbers**
USA.....**1.800.827.0471**
International.....**1.715.295.5452**
***Be sure to use the appropriate country and city codes when calling.***
- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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