

**State Notice and Privacy Notice:**

This document is not applicable to residents of all states. Residents of Alaska, Colorado, Florida, Indiana, Kansas, Massachusetts, Minnesota, Missouri, Montana, New Hampshire, New York, Oregon, Pennsylvania, Tennessee, Utah, Virginia, and Washington can obtain their state specific documents by visiting www.travelguard.com/fulfillment or by calling 1.866.690.6859. For all states: To view and print a copy of our privacy notice, please visit www.travelguard.com/fulfillment.

**Individual Insurance Policy**

**Event Registration Insurance**

**SCHEDULE OF BENEFITS**

	<b>Maximum Limit Per Booking</b>
Cancellation Coverage .....	100% of insured Event Cost
Interruption Coverage .....	100% of insured Event Cost

**Extra Coverage**

When this Policy is purchased within 7 days of Initial Registration Fee or Event Ticket Payment:

- Pre-Existing Medical Condition Exclusion Waiver

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**For questions or information contact:**  
www.travelguard.com or phone Travel Guard 1.866.690.6859  
National Union Fire Insurance Company of Pittsburgh, Pa.  
1-800-679-5016

**PLEASE READ THIS DOCUMENT CAREFULLY!**

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

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

**TEN 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) 10 days from the Effective Date of your insurance; or (b) your scheduled Start Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

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



President



Secretary

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**Section I  
DEFINITIONS**

**(Capitalized terms within this Policy are defined herein)**

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

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

**“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, sea conveyance operated under a license.

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

**“Complications of Pregnancy”** means conditions requiring Hospital admission when the pregnancy is not terminated 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 that is terminated and spontaneous termination of pregnancy that 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.

**“Destination”** means the site where the Event takes place as shown on the Registration form.

**“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 12 months:

- (a) resides with the Insured or Family Member;
- (b) shares financial assets and obligations with the Insured or Family Member;
- (c) is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; and
- (d) neither the Insured nor domestic partner is married to anyone else, nor has any other domestic partner.

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

**“End Date”** means the date on which the Insured is scheduled to complete their Event, to return to the point where the Event started or to a different specified Return Destination. This date is specified in the Event enrollment form.

**“Event”** means a function or series of functions, with specified dates, that an Insured attends as a spectator or participant and requires a Registration Fee or admission cost.

**“Event Coordinator”** means an entity that arranges Events and administers pre-paid Tickets and/or Registration Fees for said Events.

**“Event Cost”** means the total amount paid for Registration Fees or Event Ticket, including any service, handling fees and taxes prior to the Start Date.

**“Event Ticket”** means an admission ticket(s) or registration fee for an Event/s such as sports, performing arts, camps, tournaments, or other similar Events.

**“Family Member”** means the Insured’s, or Traveling Companion’s spouse, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, 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 or Domestic Partner of any of the above. Family Member also includes these relations to the Insured’s or Traveling Companion’s spouse or Domestic Partner.

**“Felonious Assault”** means an act of violence against the Insured or a Traveling Companion requiring medical treatment in a Hospital.

**“Final Registration Fee or Event Ticket Payment”** means the date on which all additional payments due for the Event have been received by the Event Coordinator.

**“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 travel supplier, tour operator, cruise line, charter, airline, resort, or rental company.

**“Forfeited”** means the Insured’s financial Loss of any whole or prorated prepaid nonrefundable Registration Fee or Event Ticket.

**“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.

**“Inaccessible”** means an Insured cannot reach the Event by the original mode of transportation.

**“Inclement Weather”** means any severe weather condition that prevents the Insured from participating in or attending a non-refundable prepaid Event or reaching his/her Destination.

**“Initial Registration Fee or Event Ticket Payment”** means the first payment made to the Event Coordinator toward the cost of the Event.

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

**“Insured”** means a person:

- (a) for whom any required Application Form has been completed;
- (b) for whom any required plan cost has been paid;
- (c) who attends a scheduled Event; and
- (d) who is covered under this Policy.

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

**“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, tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

**“Normal Pregnancy” or “Normal 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, or a Family Member, or a Business Partner.

**“Primary Residence”** means an Insured’s fixed, permanent and main home for legal and tax purposes; or a residence from which the Insured is leaving to start his/her Event.

**“Registration”** means a sign-up form or charge to participate in an Event/s such as sports, performing arts, camps, tournaments, or other similar Events.

**“Return Destination”** means the Insured’s Primary Residence or the place to which the Insured expects to return from the Event.

**“Schedule”** means the Schedule of Benefits that is shown at the beginning of this Policy.

**“Sickness”** means an illness or disease diagnosed or treated by a Physician after the Insured’s Effective Date of coverage under this Policy. Sickness does not include any mental, emotional, psychological, or nervous disorders including but not limited to anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**“Start Date”** means the date on which the Insured is originally scheduled to begin his/her Event. This date is specified in the Registration documents or tickets.

**“Terrorist Incident”** means an act of violence by any person acting on behalf of or in connection with any organization that is generally recognized as having the intent to overthrow or influence the control of any 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.

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

**“Unforeseen”** means not anticipated nor expected and occurring after the Effective Date of this Policy.

**“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 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 an Event that are not depleted, nor exhausted.

## Section II EFFECTIVE AND TERMINATION DATES

**Effective Date:** 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.

Interruption coverage will begin on the later of:

- (a) 12:01 a.m. Standard Time on the scheduled Start Date shown on the registration forms, or
- (b) the date and time the Insured starts his/her Event.

**Termination Date:** Cancellation coverage ends on the earliest of:

- (a) cancellation by the Insured for an Unforeseen event;
- (b) 11:59 p.m. on the day before the scheduled Start Date;
- (c) the date and time the Insured starts the Event;
- (d) when the Insured uses the single day Ticket.

Interruption ends on the earliest of:

- (a) the date the Event is completed;
- (b) the scheduled End Date;
- (c) cancellation covered by this Policy; or
- (d) interruption due to an Unforeseen event.

### Section III - BENEFITS EVENT REGISTRATION CANCELLATION AND INTERRUPTION BENEFIT

The Company will reimburse the Insured a benefit, up to the Maximum Limit shown in the Schedule if an Insured cannot attend or complete the Event 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 prevent the Insured from attending the Event or that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing the Insured's completion of the Event;
  - (2) Sickness or Injury of a Family Member not traveling with the Insured must be so disabling, as certified by a Physician as to reasonably prevent the Insured from attending the Event or they require the Insured's immediate care;
  - (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably prevent the Insured from attending the Event in order to assume daily management of the business. Such disability must be certified by a Physician.
- (b) Inclement Weather preventing the Insured from attending or participating in the Event;
- (c) the Insured's or Traveling Companion's Primary Residence or Destination being made Uninhabitable or Inaccessible by Natural Disaster, vandalism or burglary;
- (d) the Insured or Traveling Companion has Complications of Pregnancy. Complications of Pregnancy must occur after the Insured's effective date of coverage and can be verified by medical records;
- (e) the Insured, Traveling Companion or Family Member is called to active military service or as a reservist, firefighter, or police staff; to provide aid or relief in the event of a Natural Disaster, or military leave is revoked or reassigned;
- (f) a Terrorist Incident in the City where the Event takes place within 30 days of the Start Date;
- (g) the Insured, Traveling Companion or parent or legal guardian if the Insured is a Child is involuntarily terminated or laid off more than 30 days after an Insured's effective date of coverage, provided that he or she has been an active employee with the same employer for at least 2 continuous years. 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;
- (h) the Insured or Traveling Companion is directly involved in or delayed due to a traffic accident, while en route to the Event;

- (i) the Insured or Traveling Companion is an employee or a student at a primary or secondary school and is required to complete an extended school year that falls on or beyond the Start Date;
- (j) the Insured or Traveling Companion is the victim of a Felonious Assault within 10 days prior to the Start Date or during an Event. No coverage is provided for Felonious Assault committed by another Insured, Family Member, Traveling Companion or Traveling Companion's Family Member;
- (k) mechanical/equipment failure of a Common Carrier that occurs on or within 7 days of the scheduled Start Date and causes complete cessation of the Insured's participation;
- (l) government mandated shutdown resulting in the complete cessation of services of the Insured's Common Carrier.

**Cancellation Benefit:** The Company will reimburse the Insured for the full Forfeited, pre-paid Event Cost if he/she cannot attend the Event due to any of the Unforeseen events shown above. If the pre-paid Event Cost is attributed to multiple persons, and all persons do not experience an Unforeseen event, the Company will reimburse the Insured on a pro rata basis.

**Interruption Benefit:** If the Insured's attendance of the Event is discontinued after the Start Date due to any of the Unforeseen events shown above, the Company will reimburse the Insured the pro-rated Unused portion of the non-refundable cost paid for the Event.

### Section IV EXCLUSIONS AND LIMITATIONS

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

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured while sane or insane;
- (b) Normal Pregnancy or Normal Childbirth, other than Unforeseen Complications of Pregnancy, of the Insured, a Traveling Companion or a Family Member;
- (c) war or act of war, whether declared or not, civil disorder, riot, or insurrection;
- (d) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (e) commission of or attempt to commit a felony by the Insured, a Family Member, a Traveling Companion, or Business Partner whether insured or not;
- (f) Mental, Nervous or Psychological Disorders;
- (g) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician, or intoxication above the legal limit;
- (h) any loss that occurs at a time when this coverage is not in effect.

- (i) changes in plans by the Insured, a Family Member, or Traveling Companion, for any reason;
- (j) financial circumstances of the Insured, a Family Member, or a Traveling Companion;
- (k) any business or contractual obligations of the Insured, a Family Member, or Traveling Companion;
- (l) any government regulation or prohibition;
- (m) a situation that occurs prior to the Insured's Effective Date;
- (n) failure of any ticket broker, tour operator, Common Carrier, person or agency to provide the bargained-for arrangements or to refund money due the Insured unless otherwise covered in the policy;
- (o) Financial Default;
- (p) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured, Traveling Companion, Business Partner or Family Member that, within the 90 day period immediately preceding and including the Insured's insurance effective date: (a) first manifested itself, worsened, became acute or had symptoms that 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 Policy is purchased within 7 days of Initial Registration Fee or Event Ticket Payment;
- (2) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Event at the time of purchase;
- (3) All Insured's are medically able to participate in or attend the Event 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 Event Costs are not insured.

### MAXIMUM LIMIT OF LIABILITY

All limits are applied per booking.

## 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 Event (i.e., ticket broker, Event Coordinator, insurance broker, school, tour operator, Cruise line, or charter operator), the Event 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, P.O. Box 47, Stevens Point, WI 54481 (telephone 1.866.690.6859).

**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. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Policy must be submitted to Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If Travel Guard has not provided claim forms within 30 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, and policy number. The Insured must return all unused, non-refundable Tickets.

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

**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 the Travel Guard; or
- (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.

**Registration Fee or Event Ticket Coverage Proof of Loss:** The Insured must provide Travel Guard documentation of the cancellation and proof of the expenses incurred. The Insured must provide proof of payment for the Event such as canceled check or credit card statements, proof of refunds received, copies of applicable ticket broker, 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 Tickets if he/she is claiming the value of those unused Tickets.

## Section VI GENERAL PROVISIONS

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

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

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

**Assignment:** An Insured may not assign any of his or her rights, privileges or benefits under this Policy without the Company's written consent.

**Legal Actions:** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the

requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**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 this Policy, a loss or a claim.

**Payment of Premium:** Coverage is not effective unless all premium due has been paid to the Company or the administrator prior to the date of Loss.

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

## STATE EXCEPTIONS

### Notice to Arkansas Residents:

The Arbitration and Dispute Resolution provisions are amended to add that arbitration is non-binding and voluntary.

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

The Company's Recovery Rights provision is replaced with the following:

**Company's Recovery Rights:** In the event of a payment under this Policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights,

and do nothing after the loss to harm the Company's rights. The Company's right to recovery 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 California Residents:**

The following is added to General Provisions:

**IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event 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 the insurance company issuing this insurance at the following address and telephone number:

**NATIONAL UNION FIRE INSURANCE COMPANY OF  
PITTSBURGH, PA.  
175 Water Street, 18th Floor  
NEW YORK, NY 10038  
TELEPHONE: 212-458-5000**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the California Department of Consumer Affairs at:

**CALIFORNIA DEPARTMENT OF INSURANCE  
CONSUMER SERVICES DIVISION  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
TELEPHONE NUMBER: 800.927.4357 | 800.482.4833 TDD**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available

**Notice to Connecticut Residents:**

The Policy is amended to add the following definitions:

"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 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 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 of an Insured, Traveling Companion, Business Partner or Family Member for which medical advice, diagnosis, care or treatment was recommended or received within 90 days immediately preceding the Insured's coverage effective date.

The "Maximum Limit of Liability" provision is deleted in its entirety.

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

**Notice to District of Columbia residents:**

The Domestic Partner definition is deleted in its entirety and replaced with the following:

"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 General Exclusions Mental, Nervous or Psychological Disorder and being under the influence of drugs or narcotics 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 of an Insured, Traveling Companion, Business Partner or Family Member which, within the 90 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.

**Note to Idaho Residents:**

The Free Look provision is amended to state "the Company will refund premium paid within 30 days of receiving notice of cancellation."

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 90 day period immediately preceding the Insured's coverage effective date: (a) would have prompted an ordinarily prudent person to seek medical advice, diagnosis, care or treatment; or (b) for which medical advice, diagnosis, care or treatment was given or recommended by a Physician.

**Notice to Illinois Residents:**

The definition of Complications of Pregnancy is amended to delete "hyperemesis gravidarum and preeclampsia".

The definition of Injury is amended to read as follows: 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 from all other causes of Loss covered by the Policy. The injury must be verified by a Physician.

The last paragraph of the Maximum Limit of Liability provision is deleted in its entirety.

The Legal Actions provision is deleted in its entirety and replaced with the following:

Legal Actions No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years plus the number of days between the date the proof of loss was filed and the date the claim was denied in whole or in part.

The Payment of Claims: When Paid: provision is amended to add: Claims not in dispute will be paid within 30 days of affirmation of liability.

**Notice to Iowa Residents:**

The Arbitration provision is deleted in its entirety.

**Notice to Louisiana Residents:**

The Domestic Partner definition is deleted in its entirety.

The Family Member definition is amended to delete Domestic Partner and civil union partner.

**Notice to Maine 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.

Payment of Claims: When Paid is replaced with the following: Claims will be paid within 30 days after Travel Guard receives complete proof of Loss and verification of age. Payments after 30 days will be paid with 1.5% interest per month.

The Arbitration provision is amended to add “Arbitration must take place in the Maine County in which the policy was issued for delivery.”

**Notice to Maryland Residents:**

The last sentence of the Legal Actions provision is amended to read as follows:

No such action may be brought after the expiration of 3 years from the date the loss accrues.

**Notice to Nevada Residents:**

The General Exclusions section is amended to delete the exclusion” bring under the influence 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. The 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 definition of Hospital is deleted in its entirety and replaced with the following:

“Hospital” means a facility that:

- (1) is operated according to law, including North Carolina state hospitals, for the care and treatment of sick or Injured people;
  - (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
  - (3) has 24 hour nursing service by registered nurses (R.N.'s); and
  - (4) is supervised by one or more Physicians available at all times.
- A Hospital does not include:
- (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;

- (2) 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
- (3) 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 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.

**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.

**Notice to Oklahoma Residents:**

The Complications of Pregnancy definition is amended to remove the term “preeclampsia”.

The Interruption Benefit Effective Date is amended to read 12:01 a.m. Standard Time on the date the Cancellation Benefit terminates.

The Cancellation Benefit Termination Date is replaced with 12:01 a.m. Standard Time on the termination date stated in the Policy.

The Maximum Limit of Liability provision is deleted in its entirety.

The Claim Procedures: Proof of Loss provision is amended to add the following: Travel Guard will advise the Insured of the acceptance, denial or further investigation of the claim within 45 days after receipt of properly executed proofs of loss.

The Legal Actions provision is replaced with the following: Legal Actions: No action at law or in equity may be brought to recover on this Policy prior to the expiration of 6 months after the cause of action accrues. No such action may be brought after the expiration of 2 years after the time written proof of loss is required to be furnished.

**Notice to South Carolina Residents:**

The Notice of Claims Provision is deleted in its entirety and replaced with the following:

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 resort 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, P.O. Box 47, Stevens Point, WI 54481 (telephone 1.866.690.6859).

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

**Notice to South Dakota Residents:**

The definition of “Physician” is amended to add “unless he or she is the only doctor in the area provided that the doctor is acting within the scope of practice”.

Item (g) being under the influence of drugs or narcotics exclusion in the General Exclusions are deleted in their entirety.

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

The Arbitration provision is amended to state that the results of any arbitration are non-binding.

**Note to Texas Residents:**

The Pre-Existing Medical Condition Exclusion is amended to remove “first manifested itself” and to replace “reasonable person” with “ordinarily prudent person”.

The Proof of Loss Provision is amended by adding the following: The Company will acknowledge receipt of the notice of claim in writing within 15 business days after the Company receives the claim. The Company will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the Company receives all required documentation to secure final proof of loss. If the Company rejects the claim, the required notice will state the reasons for the rejection. If the Company is unable to accept or reject the claim within that time period, the Company will notify the claimant of the reasons that additional time is needed. The Company will accept or reject the claim not later than the 45th day after the claimant is notified. If the claim is accepted, the Company will pay the claim within 5 days of the notice of acceptance. If payment of the claim is delayed, the Company will pay the claim plus 18% interest per

year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

Legal Actions No action at law or in equity may be brought to recover on this Policy prior to the expiration of 90 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years plus the number of days between the date the proof of loss was filed and the date the claim was denied in whole or in part.

The Arbitration provision is amended to replace the term "party" with "Insured and Company". The Arbitration provision is further amended add the following: Arbitration must be held in Texas for Texas Insureds unless mutually agreed upon to an alternate site. The following provisions are added:

TEXAS LAWS GOVERN POLICIES. Any contract of insurance payable to any citizen or inhabitant of this State by any insurance company or corporation doing business within this State shall be held to be a contract made and entered into under and by virtue of the laws of this State relating to insurance, and governed hereby, notwithstanding such policy or contract of insurance may provide that the contract was executed and the premiums and policy (in case it becomes a demand) should be payable without this State, or at the home office of the company or corporation issuing the same.

ELECTED OFFICIALS. An insurer may not cancel or refuse to renew an insurance policy based solely on the fact that the policyholder is an elected official.

#### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call National Union Fire Insurance Company of Pittsburgh, Pa.'s toll-free telephone number for information or to make a complaint at:

**1-800-551-0824**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104

Austin, TX 78714 9104

Fax: (512) 475 1771

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### PREMIUM OR CLAIM DISPUTES:

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

#### ATTACH THIS NOTICE TO YOUR POLICY:

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

#### AVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de National Union Fire Insurance Company of Pittsburgh, Pa. para informacion o para someter una queja al:

**1-800-551-0824**

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104

Austin, TX 78714 9104

Fax: (512) 475 1771

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU POLIZA:

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

#### Notice to Vermont Residents:

The definition of Mental, Nervous or Psychological Disorder is replaced with the following: means a mental or nervous health condition.

The definition of Sickness is replaced with the following: means an illness or disease diagnosed or treated by a Physician after the Insured's effective date of coverage under this Policy.

The General Exclusion for intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured is amended to remove "or insane."

The General Exclusion for Mental, Nervous or Psychological Disorders or rest cures is deleted in its entirety.

The General Exclusion for being under the influence of drugs, narcotics or intoxication is amended to read "acts committed under the influence of illegal drugs or legal drugs illegally used".

The Pre-Existing Medical Condition Exclusion is replaced with the following: The Company will not pay for any loss or expense incurred as the result of an Injury or Sickness of an Insured, that, within the 90 day period immediately preceding the Insured's effective date of coverage, medical advice or treatment was recommended by or received from a Physician.

The "Payment of Claims: When Paid" provisions are amended to add "The Company shall mail payment in the amount agreed to the Insured within ten (10) days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

The Arbitration provision is amended to replace the term "Commercial rules" with "Consumer rules."

#### VERMONT MANDATORY ENDORSEMENT CIVIL UNIONS

Vermont law requires that health insurers offer coverage to parties to a Civil Union that is equivalent to coverage provided to married persons.

1. The definition of Civil Union is added to and made a part of the Definitions section.

**Civil Union** – means that two eligible persons have established a relationship pursuant to 15 V.S.A. Chapter 23 of Vermont's Statutes and may receive the benefits and protections and be subject to the responsibilities of spouses.

2. The definition of Party(ies) to a Civil Union is added to and made a part of the Definitions section.

**Party(ies) to a Civil Union** – means an Insured who has established a Civil Union with another person pursuant to 15 V.S.A. chapter 23 and 18 V.S.A. chapter 106.

3. The definitions, terms, conditions or any other provisions of the Policy, Certificate, and/or Riders and Endorsements to which this mandatory Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Civil Union.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree",

"termination of marriage" and any other such terms include the inception or dissolution of a Civil Union.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Civil Union.

4. As provided in this Endorsement the term child or covered child shall mean a child (natural, stepchild, legally adopted child, a minor, or a disabled child) who is: (1) dependent on the Insured for support and maintenance; and (2) born to or brought to: (a) a marriage; or (b) a Civil Union established according to Vermont law.
5. The defined terms Eligible Spouse or Insured Spouse, or the term spouse, wherever they appear in the Policy and/or Application are deemed to include a Party to a Civil Union.

**THIS ENDORSEMENT IS NOT MEANT TO PROVIDE DEPENDENT COVERAGE IF DEPENDENT COVERAGE IS NOT PROVIDED UNDER THE POLICY.**

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to Parties to a Civil Union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a Party to a Civil Union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a Party to a Civil Union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, Parties to a Civil Union and their families may or may not have access to certain benefits under the Policy, Certificate, Rider, or Endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under the Policy.

**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 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.

**Notice to Wyoming Residents:**

The Legal Actions provision is replaced with the following: No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 10 years after the time written proof of loss is required to be furnished. Such action arising within this state shall be brought in the county where the cause of action arose or in the county where the insured instituting the action resides.

The Arbitration provision is amended to add " Any arbitration proceedings shall be conducted within the state of Wyoming."



**Travel Guard®**

**24-Hour Emergency Assistance  
Telephone Numbers**  
USA.....1.866.690.6859  
International.....1.715.345.0505  
***Be sure to use the appropriate country  
and city codes when calling.***  
- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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009074 P4 05/17  
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