

State Notice and Privacy Notice:

This document is only applicable to residents of New York. For all states: To view and print a copy of our privacy notice, please visit www.travelguard.com/fulfillment.

Description of Coverage

Medevac Per Trip Plan

Schedule of Coverages and Services

Maximum Benefit Per Person

Part A. Medical Protection

Accident Sickness Medical Expense	\$50,000
Emergency Evacuation	
& Repatriation of Remains	Unlimited (1 per person)
Escort Maximum	\$10,000

Part B. Travel Accident Protection

Accidental Death and Dismemberment	\$25,000
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Part C. Optional Coverage (included if elected and appropriate costs have been paid)

Adventure Sports Coverage - Provides coverage for many sports activities which would otherwise be excluded under this plan as shown in the Exclusions section.

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

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

READ THIS DOCUMENT CAREFULLY!

Insurance coverage Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania Insurance Company, NAIC No. 19445, a member of the AIG Companies, with their 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.

This is only a brief description of the insurance coverage(s) available under Policy series T30253NUFIC-NY. Full details of the coverage are contained in the policy. If there are any conflicts between this document and the policy, the policy shall govern.

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.

Part A – MEDICAL PROTECTION ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Insurer will pay benefits up to the maximum shown on the Schedule of Coverage and Services, if an Insured incurs Covered Medical Expenses as a result of an Accidental Injury which occurs on or a Sickness which first manifests itself during the Covered Trip. The Insured must receive initial treatment while on the Trip. All services, supplies or treatment must be received within 52 weeks following the date of the Accidental Injury or the onset of the Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charges for anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines, prosthetics, and therapeutic services and supplies;
- (f) emergency dental treatment for the relief of pain.

The Insurer will not pay benefits in excess of the Reasonable and Customary Charges. **Reasonable and Customary Charges** means charges commonly used by Physicians in the locality in which care is furnished. The Insurer will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

The Insurer will advance payment to a Hospital, up to the maximum shown on the Schedule of Coverage and Services, if needed to secure the Insured's admission to a Hospital because of Sickness or Accidental Injury.

EMERGENCY EVACUATION

The Insurer will pay benefits for Covered Expenses incurred, up to the maximum shown on the Schedule of Coverage and Services, if an Accidental Injury or Sickness commencing during the course of the Covered Trip results in the necessary Emergency Evacuation of the Insured. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of the Insured's Accidental Injury or Sickness warrants the Emergency Evacuation of the Insured.

Emergency Evacuation means:

- (a) the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, the Insured's medical condition warrants transportation to where the Insured resides, to obtain further medical treatment or to recover; or
- (c) both (a) and (b) above.

The Insurer will pay up to \$10,000 for reasonable and customary charges for escort expenses required by the Insured, if the Insured is disabled during a Trip and an escort is recommended, in writing, by a Physician.

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

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting the Insured; and
- (c) authorized in advance by the Insurer or its authorized representative.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

REPATRIATION OF REMAINS

The Insurer will pay reasonable and customary expenses incurred to return the Insured's body to their primary residence if he/she dies during the covered Trip. This will not exceed the maximum shown on the Schedule of Coverages and Services.

Reasonable and customary expenses are limited to the cost of transportation of the body.

Part B – TRAVEL ACCIDENT PROTECTION ACCIDENTAL DEATH AND DISMEMBERMENT

If an Insured sustains an Accidental Injury while on the Covered Trip, which results in loss of life; actual severance of limb; or entire

and irrecoverable loss of eyesight within 365 days of the date of the Accident, the Insurer will pay the largest applicable amount as follows; the full benefit is paid for loss of life, two hands and two feet, one hand and one foot, sight in both eyes, one hand, or one foot and sight in one eye. One-half of the benefit amount is paid for loss of one hand or one foot or sight on one eye. In no event will the Insurer pay more the maximum amount shown on the Schedule of Coverage and Services for all losses due to the same Accident.

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints;
2. eye means an entire and irrecoverable loss of sight.

EXPOSURE

The Insurer will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE

The Insurer will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to an Accident during the Trip.

LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Parts A and B.

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

1. Pre-Existing Conditions, as defined in the Definitions section;
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. participation in any military maneuver or training exercise;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft (Does not apply if Adventure Sports Coverage is purchased);
6. mental or emotional disorders, unless hospitalized;
7. participation as a professional in athletics (Does not apply if Adventure Sports Coverage is purchased);
8. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. commission or the attempt to commit a criminal act;
10. participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest (Does not apply if Adventure Sports Coverage is purchased);
11. dental treatment except as a result of an injury to sound, natural teeth within twelve (12) months of the Accidental Injury;

12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses, or contact lenses;
13. pregnancy and childbirth (except for Complications of pregnancy);
14. traveling for the purpose of securing medical treatment;
15. Injury or Sickness when traveling against the advice of a Physician;
16. a Loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the coverage is not in effect for an Insured;
17. riot or insurrection.

DEFINITIONS

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

"Accidental Injury" means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss.

"Bodily Injury" means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of death or dismemberment of the Insured within twelve months from the date of the Accident.

"Business Partner" means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day to day management of the business.

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

"Complications of pregnancy" means:

- (1) conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall 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; and
- (2) nonelective caesarean 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.

"Covered Trip" means any class of scheduled Trips, tours or Cruises shown in the Enrollment form for which the Insured requests coverage and remits the required premium.

"Cruise" means any prepaid sea arrangements made by the Participating Organization.

"Domestic Partner" means a person who has registered as a domestic partner in a municipality that requires such registration or has provided Us with a signed and notarized Affidavit of Partnership in a municipality that does not require such registration. The Affidavit will attest to the following:

- (a) Each person is 18 years of age or older and is mentally competent to consent to contract,
- (b) Neither one is married to or legally separated from anyone else,
- (c) They are not related by blood in a manner that would bar marriage under the laws of the state of New York,
- (d) They have been living together on a continuous basis prior to the date of application, and
- (e) Neither one has been registered as a member of another domestic partnership within the last six months.

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

"Effective Date" means the date and time an Insured's coverage begins, as outlined in the General Provisions section.

"Eligible Person" means a person who is covered under a Class of Eligible Persons shown on the Enrollment form and who is scheduled to take a Covered Trip; elects coverage; and for whom any required cost is paid.

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

"Hospital" means a facility that:

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

"Hotel" means an establishment that provided lodging for the general public and usually meals, entertainment and various personal services.

“**Inclement Weather**” means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

“**Insured**” means and Eligible Person (as defined in the Class of Eligible Persons on the Enrollment Form) while covered under the Policy.

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

“**Land/Sea Arrangements**” means land and/or sea arrangements made by the Participating Organization.

“**Loss**” means injury or damage sustained by the Insured in consequence of happening of one or more of the occurrences against which the Insurer has undertaken to indemnify the Insured.

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

- (1) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision, or order.

“**Participating Organization**” means a travel agency, tour operator, cruise line, airline or other organization who applies for coverage under the Policy and remits the required premium to the Insurer.

“**Physician**” means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, or a Family Member.

“**Pre-Existing Condition**” means any injury, sickness or condition of the Insured, Traveling Companion or Family Member booked to travel with the Insured for which medical advice, diagnosis, care or treatment was recommended or received within the 90 day period ending on the Effective Date. Conditions are not considered pre-existing if the condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

“**Scheduled Departure Date**” means the date on which the Insured is originally scheduled to leave on the Trip.

“**Scheduled Return Date**” means the date on which the Insured is originally scheduled to return to the point of origin or to a different final destination.

“**Sickness**” means illness or disease which is diagnosed or treated by a Physician after the Effective Date of insurance and while the Insured is covered under the Policy.

“**Travel Supplier**” means tour operator, cruise line, Hotel, etc., who has made the land and/or sea arrangements.

“**Traveling Companion**” means person(s) sharing travel arrangements with the Insured. Note, 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 prepaid Land/Sea Arrangements and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) day of the Land/Sea Arrangements. Maximum Trip duration is 364 days.

“**Unforeseen**” means not anticipated or expected and occurring after the Effective Date.

GENERAL PROVISIONS

The following provisions apply to all coverages:

CONTESTING THIS COVERAGE. The Insurer relies on statements made in the Enrollment Form. If there is no fraud, the statements:

- (a) are considered representations and not warranties; and
- (b) will not be used to void the coverage or reduce any claim.

LEGAL ACTIONS. No legal action for a claim can be brought against the Insurer until sixty (60) days after the Insurer receives proof of loss. No legal action for a claim can be brought against the Insurer more than two (2) years after the time required for giving proof of loss.

MISREPRESENTATION AND FRAUD. Coverage as to an Insured shall be void if, whether before or after a Loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing.

SUBROGATION. To the extent the Insurer pays for a Loss suffered by an Insured, the Insurer will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. Subrogation is limited to situations in which the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable for expenses which the Insurer paid benefits. The Insured must help the Insurer to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Insurer may reasonably require. If the Insurer takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Insurer.

ASSIGNMENT. This coverage is not assignable, but benefits may be assigned.

WHEN AN INSURED'S COVERAGE BEGINS. All coverage will take effect at 12:01 a.m. local time, at the location of the Insured, on the Scheduled Departure Date provided:

- (a) coverage has been elected; and
- (b) the required plan cost has been paid.

WHEN AN INSURED'S COVERAGE ENDS. An Insured's coverage will end at 11:59 local time on the date which is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;

- (c) the date the Insured cancels their Covered Trip;
- (d) any Trip that exceeds 364 days.

EXTENDED COVERAGE. All coverage under the policy will be extended, if: (a) the Insured's entire Trip is covered by the policy; and (b) the Insured's return is delayed by Inclement Weather. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her return destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

PREMIUMS: The Insurer provides insurance in return for premium payments. Premium payments must be remitted on behalf of the Insureds to the Insurer or its authorized representative.

MODE OF PREMIUMS

Insured: The required cost must be paid to the Insurer or its authorized representative prior to the Scheduled Departure Date of the Covered Trip.

ARBITRATION. Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

The following provisions apply to all coverages:

NOTICE OF CLAIM. Written notice of claim must be given to the Insurer or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include the Insured's name and policy number. Notice should be sent to Travel Guard, PO Box 47, Stevens Point, WI 54481 (telephone 1.800.826.1300).

PROOF OF LOSS. The Claimant must send the Insurer, or its designated representative, proof of loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible.

PAYMENT OF CLAIMS. The Insurer, or its designated representative, will pay a claim after receipt of acceptable proof of loss.

Benefits for loss of life are payable to Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for

loss of life will be paid to the first of the following surviving preference beneficiaries: a) spouse; b) child; c) parent; d) siblings; or e) estate.

All other benefits will be paid to the Insured. In the event the Insured is a minor, incompetent or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to the Insured's legal guardian, committee, or other qualified representative.

Any payment made in good faith will discharge the Insurer's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies. In no event will the Insurer reimburse the Insured for an amount greater than the amount paid by the Insured.

With respect to Accident and Sickness Medical Expense, under New York law, certain mandated benefits may be provided as applicable under this type of plan.

PHYSICAL EXAMINATION AND AUTOPSY. The Insurer, or its designated representative, at its own expense, has the right to have the Insured examined as often as reasonable necessary while a claim is pending. The Insurer, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

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

ASSISTANCE SERVICES*

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

Travel Medical Assistance

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist

- Medical evacuation quote
- In-patient and out-patient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Coordinate shipment of medical records
- Assistance with medical equipment rental/replacement

Worldwide Travel Assistance

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

LiveTravel® Emergency Assistance

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

Personal Security Assistance

- Arrange emergency and security evacuations
- Deployment of consultants to extract client to safety
- 24/7 access to security and safety advisories, global risk analysis and consultation specialist
- Immediate security intelligence of events occurring throughout the world

- Collaborate with law enforcement to assist with apprehension and prosecution of victim assailants

Concierge Services

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

* Non-insurance services are provided by Travel Guard.



Travel Guard®

**24-Hour Emergency Assistance
Telephone Numbers**

USA.....1.800.826.1300

International.....1.715.345.0505

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

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

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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