

State Notice and Privacy Notice:

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

INDIVIDUAL TRAVEL PROTECTION POLICY

Flight Guard

SCHEDULE OF BENEFITS

Maximum Limit Per Person

Flight Guard®Amount Selected
Up to a Maximum of \$500,000

PLEASE READ THIS DOCUMENT CAREFULLY!

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

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

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

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

President

Secretary

Any payments under this 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 this Policy. For more information, you may consult the OFAC internet website at www.treasury.gov/resource-center/sanctions/ or a Travel Guard representative.

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

For questions or information contact: Travel Guard 1.800.826.1300
National Union Fire Insurance Company of Pittsburgh,
Pa.1.800.679.5016

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**Section I
EFFECTIVE AND TERMINATION DATES**

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

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

**Section II - Benefits
FLIGHT GUARD**

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured while on a Trip while riding as a passenger in or boarding or alighting from or being struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident which caused Injury. The Company will pay the percentage shown below of the

Maximum Limit shown in the Schedule or Declarations Page. The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

Table of Losses

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

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

EXPOSURE

The Company will pay a benefit for covered Losses as specified above which result from an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE

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

**Section III
DEFINITIONS**

(Capitalized terms within this Policy are defined herein)
"Business Partner" means a person who: (1) is involved with the Insured in a legal partnership; and (2) is actively involved in the daily management of the business.
"Caregiver" means an individual employed for the purpose of providing assistance with activities of daily living to the Insured or to the Insured's Family Member who has a physical or mental impairment. The caregiver must be employed by the Insured or the Insured's Family Member. A caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living.
"Children/Child" means the Insured's natural, step, foster, adopted children or grandchildren of any age.

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

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

“**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 other than Return Destination 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;
- (b) shares financial assets and obligations with the Insured or Family Member;

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

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

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

“**Insured**” means a person:

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

“**Loss**” means Sickness, 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.

“**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, or a Business Partner.

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

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

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

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

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

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

Section IV EXCLUSIONS AND LIMITATIONS

GENERAL EXCLUSIONS

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

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured while sane or insane;
- (b) war or act of war, whether declared or not, participation in a civil disorder, riot, or insurrection;
- (c) operating or learning to operate any aircraft, as student, pilot, or crew;
- (d) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (e) if the Insured’s tickets do not contain specific travel dates (open tickets);
- (f) any loss that occurs at a time when this coverage is not in effect;
- (g) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
- (h) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

Section V PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim. The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip, the Trip dates, purchase date and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed

form should be returned to Travel Guard, PO Box 47, Stevens Point, WI 54481 (telephone 1.800.826.1300).

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

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

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 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.

Section VI GENERAL PROVISIONS

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

Acts of Agents. No agent or any person or entity has authority to accept service of the required proof of Loss or demand arbitration

on the Company's behalf nor to alter, modify, or waive any of the provisions of this Policy.

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

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

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

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

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

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

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

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

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

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

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.

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

State Exceptions

Oregon residents, and if applicable to your Policy:

ACCIDENTAL DEATH & DISMEMBERMENT

The first paragraph is amended to state: "The Loss must occur within 365 days of the date of the accident which caused Injury."

DEFINITIONS

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

"Domestic Partnership means a civil contract described in ORS 106.300 to 106.340 entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon".

The policy is amended to delete all references to "Domestic Partner" and replace it with "Domestic Partnership".

PAYMENT OF CLAIMS

The **Disagreement Over Size of Loss** provision is amended to include: "Both parties must mutually agree to the process at the time of the dispute and must agree to be bound by the decision."

GENERAL PROVISIONS

The **Arbitration** provision is amended as follows: 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 voluntary arbitration, if mutually acceptable, at the time of dispute after all internal appeals have been exhausted. Arbitration will be administered by the American Arbitration

Association in accordance with its Commercial rules except to the extent provided otherwise in this clause and can be binding upon consent of the covered Insured. 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. Arbitration will take place in the Insured's county of residence in Oregon according to Oregon law.

The **Termination of This Policy** provision is deleted in its entirety.



Travel Guard®

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