

**INDIVIDUAL TRAVEL PROTECTION POLICY**

**Silver**

**SCHEDULE OF BENEFITS**

	<b>Maximum Limit Per Person</b>
Trip Cancellation.....	Trip Cost up to a maximum of \$100,000
Trip Interruption.....	up to 100% of Trip Cost up to a maximum of \$100,000
Trip Interruption-Return Air Only.....	\$500
Trip Delay.....	(Maximum of \$100 per day) \$500
Baggage & Personal Effects.....	\$750 \$50 Deductible
Baggage Delay.....	\$200
Accident Sickness Medical Expense.....	\$15,000* \$50 Deductible
Dental.....	\$500
Emergency Evacuation	
& Repatriation of Remains.....	\$150,000*
Escort Maximum.....	\$25,000

**Extra Coverage**  
*(when the insurance plan is purchased within 15 days of Initial Trip Payment)*

- Pre-Existing Medical Condition Exclusion Waiver
- Trip Cancellation/Interruption due to Financial Default
- \$25,000 in Flight Guard Coverage

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

<b>Emergency Evacuation Upgrade:</b>	
Emergency Evacuation.....	Additional \$150,000*
<b>Flight Guard®</b> ...Amount Selected	Up to a Maximum of \$500,000
<b>Car Rental Collision Coverage</b> .....	\$35,000 \$250 Deductible

\* Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence.

**Coverage only available to MI, SD and TX residents.**

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

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

**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 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.

**For questions or information contact:**  
[www.travelguard.com](http://www.travelguard.com) or phone Travel Guard 1.800.826.1300  
National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) 1.800.679.5016

**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.

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**Section I**  
**EFFECTIVE AND TERMINATION DATES**

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

Car Rental Collision Coverage will take effect when the Insured signs the rental agreement and takes possession of the rental vehicle provided the required plan cost has been paid on or before the date the rental agreement has been signed.

All other coverages will begin on the later of:  
(a) 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents; or  
(b) the date and time the Insured starts his/her Trip.

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

The Car Rental Collision Coverage will end when the car is returned on or before the Rental Return Date, or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

All other coverages end on the earliest of:  
(a) the date the Trip is completed;  
(b) the scheduled Return Date; or  
(c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

**Extension of Coverage:** All coverages, except Trip Cancellation, will be extended, if:  
(a) the Insured's entire Trip is covered by the plan;

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

This extension of coverage will end on the earlier of:

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

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

## **Section II - Benefits**

### **TRIP CANCELLATION AND INTERRUPTION**

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

- (a) Sickness, Injury or death of an Insured, Family Member, Traveling Companion or Business Partner;
  - (1) Sickness or Injury of an Insured, Traveling Companion or Family Member traveling with the Insured must be so disabling as to reasonably cause a Trip to be canceled or interrupted or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing continued participation in the Trip;
  - (2) Sickness or Injury of a Family Member not traveling with the Insured must be because their condition is life-threatening as certified by a Physician, or they require the Insured's immediate care. Such disability must be so disabling as to reasonably cause a Trip to be canceled or interrupted and must be certified by a Physician;
  - (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to cancel or interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician;
- (b) Financial Default of an airline, Cruise line or tour operator provided the Financial Default occurs more than 14 days following an Insured's effective date for the Trip Cancellation or Trip Interruption Benefits. There is no coverage for the Financial Default of any person, organization, agency, or firm from whom the Insured purchased travel arrangements supplied by others. This coverage applies only if insurance was purchased within 15 days of Initial Trip Payment;
- (c) Inclement Weather causing delay or cancellation of travel for at least 24 consecutive hours;

- (d) Strike causing complete cessation of travel services at the point of departure or Destination;
- (e) the Insured's Primary Residence being made Uninhabitable or Inaccessible by Natural Disaster, vandalism or burglary;
- (f) the Insured's Destination being made Uninhabitable or Inaccessible by flood, tornado, earthquake, volcanic eruption, fire, wildfire or blizzard that is due to natural causes;
- (g) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed or required to serve on a jury;
- (h) the Insured or Traveling Companion is called to active military service or military leave is revoked or reassigned;
- (i) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- (j) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own provided that he or she has been an active employee for the same employer for at least 1 year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (k) a named hurricane causing cancellation or interruption of travel to the Insured's Destination that is Inaccessible or Uninhabitable. Claims are not payable if a hurricane is foreseeable prior to the Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Company will only pay the benefits for Losses occurring within 30 days after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible.

#### **SPECIAL NOTIFICATION OF CLAIM**

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

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

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

- (a) Unused portion of nonrefundable, prepaid insured Trip Cost, and
- (b) additional transportation expenses incurred by the Insured, either

- (1) to the Return Destination; or
- (2) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
- (c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed and leaves after the Departure Date.

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

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

#### **SINGLE OCCUPANCY BENEFIT**

The Company will reimburse the Insured, up to the Trip Cancellation and Trip Interruption Maximum Limits shown in the Schedule or Declarations Page, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, nonrefundable travel arrangements if a person booked to share accommodations with the Insured has his/her Trip canceled or interrupted due to any of the Unforeseen events shown in the Trip Cancellation and Trip Interruption section and the Insured does not cancel.

#### **TRIP DELAY**

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

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

Incurred expenses must be accompanied by receipts.

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

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

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

### **BAGGAGE AND PERSONAL EFFECTS**

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

#### **Special Limitations:**

The Company will reimburse the Insured up to:

- \$500 for the first item and thereafter
- \$250 per each additional item
- \$500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited to: lap top computers, cell phones, electronic organizers and portable CD players.

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

The Company will pay the lesser of:

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

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

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

### **BAGGAGE DELAY**

If the Insured's Baggage is delayed or misdirected by the Common Carrier for more than 24 hours while on a Trip, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for the purchase of Necessary Personal Effects. Necessary Personal Effects do not include jewelry, perfume and alcohol. Incurred expenses must be

accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

### **CAR RENTAL COLLISION COVERAGE**

If an Insured's rented vehicle is damaged while on a Trip due to collision, vandalism, windstorm, fire, hail or flood, while in his/her possession, the Company will pay the lesser of:

- (a) the cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired; or
- (b) the Actual Cash Value of the vehicle.

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown in the Schedule.

Coverage is provided to the Insured and Traveling Companion, if the Insured and Traveling Companion are licensed drivers and are listed on the rental agreement.

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

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

### **ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT**

If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit and after satisfaction of the Deductible shown in the Schedule or Declarations Page. The Company will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness during the course of the Trip provided the initial documented treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence, while covered under this Policy.

#### **Covered Expenses:**

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth or other prosthetic devices;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule or Declarations Page. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the

Insured has reached his/her Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

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

### **EMERGENCY EVACUATION AND REPATRIATION OF REMAINS**

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

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible and required by the standard regulations of the conveyance transporting the Insured.

Expenses for Transportation must be:

- (a) ordered by the onsite attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available; and
- (b) authorized in advance by Travel Guard. In the event the Insured's Injury or Sickness prevents prior authorization of the Emergency Evacuation, Travel Guard must be notified as soon as reasonably possible.

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

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

**Emergency Evacuation** means:

- (a) Transportation from the place where the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and/or
- (b) Transportation from a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending Physician certifies that additional Medically Necessary treatment is needed but not locally available; and the Insured is medically able to travel; and/or
- (c) Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.

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

**ADDITIONAL BENEFIT**

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

**REPATRIATION OF REMAINS**

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

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

- (a) embalming;
- (b) cremation;
- (c) the most economical coffins or receptacles adequate for transportation of the remains; and
- (d) transportation of the remains, by the most direct and economical conveyance and route possible.

Travel Guard must make all arrangements and authorize all expenses in advance for this benefit to be payable.

**Special Limitation:** In the event the Company or the Company's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the

amount the Company would have paid had the Company or its authorized representative been contacted.

**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. 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**

Loss of	% of Maximum Limit
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)

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

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

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

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

**"Children" "Child"** means with respect to Emergency Evacuation and Accident Sickness Medical Expense Benefit and as shown on the application form unmarried children or grandchildren of the Insured, including natural children from the moment of birth, children from a civil union and step, foster or adopted children from the moment of placement in the Insured's home, under age 25 and primarily dependent on the Insured for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity. As otherwise used in this plan it means the Insured's natural, step, foster, adopted children or grandchildren of any age.

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

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

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

**"Complications of Pregnancy"** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.



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

**“Cruise”** means a vacation on a cruise ship.

**“Declarations Page”** means the document showing the Insured’s travel arrangements and insurance benefits.

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

**“Departure Date”** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**“Destination”** means any place where the Insured expects to travel to on his/her Trip as shown on the travel documents.

**“Domestic Partner”** means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

- (a) resides with the Insured or Family Member; and
- (b) shares financial assets and obligations with the Insured or Family Member.

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

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

**“Experimental or Investigative”** means treatments, devices or prescription medications which are recommended by a Physician, but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipments, drugs, drug usage, devices or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

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

Insured’s or Traveling Companion’s spouse, civil union partner or Domestic Partner.

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

**“Forfeited”** means the Insured’s financial Loss of any whole or prorated prepaid, nonrefundable components of a Trip.

**“Hospital”** means a facility that:

- (a) is operated according to law for the care and treatment of sick or Injured people;
  - (b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
  - (c) has 24 hour nursing service by registered nurses (R.N.’s); and
  - (d) is supervised by one or more Physicians available at all times.
- A hospital does not include:

- (a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- (b) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- (c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

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

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

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

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

**“Injury/Injured”** means a bodily injury caused by an accident occurring while the Insured’s coverage under 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 Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Company has undertaken to compensate the Insured.

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

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

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

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

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

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

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

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

**“Primary Residence”** means an Insured’s fixed, permanent and main home for legal and tax purposes.

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

**“Reasonable and Customary Charges”** means expenses which:

- (a) are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured’s condition;
- (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- (c) do not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary Charges exceed the actual amount charged.

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

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

**“Return Destination”** means the place to which the Insured expects to return from his/her Trip as shown in the application form.

**“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.

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

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

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

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

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

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

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

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

**“Trip Cost”** means the dollar amount of Trip payments or deposits paid by the Insured prior the Insured’s Trip Departure

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

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

**“Uninhabitable”** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; (4) the rental property is without electricity, gas, sewer service or water; or (5) the Destination is Inaccessible.

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

## Section IV EXCLUSIONS AND LIMITATIONS

### GENERAL EXCLUSIONS

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

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, or elective abortion of the Insured, a Traveling Companion or a Family Member;
- (c) participation in professional athletic events, motor sport or motor racing, including training or practice for the same;
- (d) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers and lead or top-rope anchoring equipment;
- (e) war or act of war, whether declared or not, participation in a civil disorder, riot or insurrection;
- (f) operating or learning to operate any aircraft, as student, pilot or crew;
- (g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (h) commission of or attempt to commit a felony by the Insured;
- (i) Mental, Nervous or Psychological Disorder;
- (j) if the Insured’s tickets do not contain specific travel dates (open tickets);
- (k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;

- (l) any loss that occurs at a time when this coverage is not in effect;
- (m) traveling for the purpose of securing medical treatment;
- (n) any Trip taken outside the advice of a Physician;
- (o) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 180 day period immediately preceding and including the Insured’s coverage effective date: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

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

- (1) This plan is purchased within 15 days of Initial Trip Payment;
- (2) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the costs of any subsequent arrangements added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangements;
- (3) All Insured’s are medically able to travel when this plan cost is paid;
- (4) The Trip Cost does not exceed \$100,000 per person (only applicable to Trip Cancellation/Interruption).

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

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

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

- (a) travel arrangements canceled by an airline, Cruise line or tour operator, except as provided elsewhere in the plan;
- (b) changes in plans by the Insured, a Family Member or Traveling Companion for any reason;

- (c) financial circumstances of the Insured, a Family Member or a Traveling Companion;
- (d) any government regulation or prohibition;
- (e) an event which occurs prior to the Insured's coverage Effective Date;
- (f) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured.

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

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

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

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

Coverage is not provided in whole or in part for any loss to, or due to:

- (a) the Insured or his/her Traveling Companion violating the rental agreement;
- (b) rentals of trucks, (not including jeeps or SUV's) campers, trailers, off road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- (c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision Deductible;
- (d) failure to report the Loss to the proper local authorities and the rental car company;
- (e) damage to any other vehicle, structure, or person as a result of a covered Loss;
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (g) driving under the influence of alcohol;

- (h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- (i) war or act of war, whether declared or not, the Insured's participation in a civil disorder, riot or insurrection.

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

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

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses and sunglasses;
- (d) routine dental care;
- (e) any service provided by the Insured, a Family Member or Traveling Companion;
- (f) alcohol or substance abuse or treatment for the same;
- (g) Experimental or Investigative treatment procedures;
- (h) care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease;
- (i) coverage for Trips less than 100 miles from the Insured's Primary Residence.

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

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

**The following exclusions also apply to Flight Guard:**

Benefits will not be provided for the following:

- (a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
- (b) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or 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 (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Travel Guard, PO Box 47, Stevens Point, WI 54481 (telephone 1.800.826.1300).

All accident, health, and life claims will be administered by AIG Claims, Inc., in those states where it is licensed.

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to Travel Guard no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All

claims under 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 policy number. The Insured must return all unused, nonrefundable tickets.

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

**Payment of Claims: To Whom Paid:** Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to that Insured's death will be paid to the survivors of the first surviving class of those that follow:

- (a) the beneficiary named by that Insured and on file with Travel Guard
- (b) to his/her spouse, if living. If no living spouse, then
- (c) in equal shares to his/her living children. If there are none, then
- (d) in equal shares to his/her living parents. If there are none, then
- (e) in equal shares to his/her living brothers and sisters. If there are none, then
- (f) to the Insured's estate.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Company may pay up to \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the Company makes in good faith fully discharges the Company to the extent of that payment.

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

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



air, rail, Cruise or other tickets if he/she is claiming the value of those unused tickets.

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

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

**Baggage Delay Proof of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the Necessary Personal Effects purchases.

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

**The following provisions apply to Baggage/Personal Effects, Baggage Delay and Car Rental Collision Coverage:**

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

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

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

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

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

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

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

**Accident Sickness Medical Expense, Emergency Evacuation & Repatriation of Remains and Flight Guard Proof of Loss:** The Insured must provide Travel Guard with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to Travel Guard.

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

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

rights, the Insured must sign an appropriate subrogation form supplied by the Company.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

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

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

## Section VI GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, Schedule of Benefits or 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.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on 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 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 NOTICES

### 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".

The drugs, narcotics or alcohol exclusion in the General Exclusions and the alcohol or substance abuse or treatment for the same" exclusion in the Medical Expense Benefit exclusions are deleted in their entirety.

The Car Rental Collision Coverage exclusion for driving under the influence of alcohol is amended to add "if it is a felony".

The Car Rental Collision Coverage exclusion "Injury sustained while committing or attempting to commit crime" is amended to replace crime with felony.

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.

### Notice 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 Car Rental Collision Coverage and its references are deleted in their entirety.

The Proof of Loss Provision is amended by add 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. The Legal Actions provision is amended to change the expiration period from 60 days to 90 days.

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.

## 53593DBG

### 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.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 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.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concierne 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.

### 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

#### Concierge Services

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

### Personal Security Assistance

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

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



# Travel Guard®

**24-Hour Emergency Assistance Telephone Numbers**  
 USA.....1.800.826.1300  
 International.....1.715.345.0505  
 LiveTravel® 24-Hour Assistance.....1.800.826.8597  
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