## Thank You for Choosing Travel Guard! We are happy to be part of your trip

This document introduces you to the travel insurance policy and provides you with general information that may be helpful in understanding the policy. The policy is a legal contract between you and National Union Fire Insurance Company of Pittsburgh, Pa which provides insurance coverage for your trip through its relationship with Travel Guard. Please be sure to read the policy thoroughly. It includes a Schedule Page that shows the benefits that are offered. It will also include a Declarations Page that shows the base policy benefits and any additional benefits you elected.

## **Requirements to Purchase a Policy**

You are a U.S. resident at the time you buy the policy, and are still a U.S. resident when you begin your Trip.

2 You must purchase the policy no later than 24 hours prior to departure.

## What You Should Know

The policy covers specific **Unforeseen** events and losses, and only under the conditions listed in the policy.

- The policy is designed to reimburse you after a Loss is incurred and a claim is filed. The Payment of Claims section supplies additional information on what is needed to file a claim.
- Please take note of the definitions for **Trip Cost** and **Cancellation Penalties**. They explain how to determine trip costs for different scenarios so you can accurately insure the trip costs you have invested.
- The policy uses the term "days" throughout the document. With the exception of its usage with specific times, like those used in the Effective and Termination Dates section, e.g. 11:59 P.M. on the day before the scheduled **Departure Date**, they will refer to the actual number of days, regardless of the time of day. For example, if you are traveling June 1st, June 2nd and June 3rd, your trip length is 3 days, no matter what time you leave or return.
- We understand that trip plans can change. If your dates of travel change, or you pay for additional trip components, you must update your application with us to include the additional trip components and/ or any other changes. You can easily do this online at <u>www.travelguard.com</u>, or you can call us at **1.800.826.1300**. If you travel without updating your application and then file a claim, the benefit payment may be reduced.

- Your policy may provide extra coverage, such as a Pre-existing Medical Condition Exclusion Waiver, if you purchase the insurance within 15 days of the initial trip deposit. Check the Schedule or Declarations Page for a complete list of benefits and benefit amounts.
- If you find that you don't want this policy for any reason, you can let us know by sending an email to: <u>tgrefunds@aig.com</u>. If you do this within 15 days of the Effective Date of the policy, we will refund the premium.
- If you have a claim, you can file it online at
- <u>https://claims.travelguard.com/</u>or contact us at 1.800.826.1300 between 7a.m. and 7p.m. Central Time.
- If you need to contact Travel Guard for questions or assistance during your trip, please call 1.715.345.0505. You may call collect if you are calling outside of the U.S.

### And There's More! Here's what's included

- Schedule of Benefits. This lists the base policy benefits and the amount of coverage for each benefit, as well as options you may add to your policy. Each of these benefits will pay up to the limit shown for covered losses.
- 2 Effective and Termination Dates. It's important for both of us to know when your coverage is active. This section explains when each of the benefits in the policy start and when they end.
- 3 **Definitions.** You'll notice that some words in this policy are **Capitalized**, **Bold** and **Italics**. These are words that have specific meanings in the policy, and it's important that you know exactly what they are. When you see a capitalized, bold, italicized word, you can find the applicable meaning in the Definitions section.

Benefits. Each benefit in your policy will state the events or losses we will cover. You will also find an explanation of the payments we will make if one of those events occurs. Not every loss may be covered, and not every expense incurred in a loss may be paid, so please read the policy carefully.

- 5 **Exclusions.** The policy contains a General Exclusions section that applies to all benefits. Some benefits will include an exclusions section that will only apply to that particular benefit. The exclusions section lists the items or types of losses that are not covered under the policy, so be sure to read them as well to get a full understanding of how your benefits apply.
- **Pre-existing Medical Condition Exclusion Waiver.** If you have this coverage, it will waive the pre-existing medical conditions exclusions in the benefits where they may otherwise not be covered. If you do not have this coverage, please refer to the Exclusions sections to learn how pre-existing conditions may affect your benefits.
- Payment of Claims. If you file a claim with us, this section shows which documentation is required, and how and where to send it.
- **B** General Provisions. This section explains contractual details of the policy.
  - Services. In addition to the insurance coverage provided by the policy, Travel Guard offers world-class assistance services to our customers.

Be sure to read the policy carefully to understand your coverage, and if you have any questions, let us know!

### We are available at 1.800.826.1300





# Travel Guard®





Price paid for this plan includes both insurance premium and fee for travel assistance services. Assistance Services The following non-insurance services are provided by Travel Guard.

Travel Medical Assistance
Worldwide Travel Assistance
Concierge Services
Personal Security Assistance
Roadside Assistance (Provided by Quest Towing Services, LLC. \$50 per vehicle)
Cancel for Any Reason - 50% of Trip Cost up to a maximum of \$25,000 (Can only be purchased at the time the base plan is purchased and within 15 days of Initial Trip Payment)

### PART 1

### STATE AND PRIVACY NOTICE

This document is only applicable to residents of New York. If you are from any other state, <u>click here</u> to find your state-specific Policy, or call Travel Guard at 1.800.826.1300. To view and print a copy of our privacy notice, please visit: <u>www.travelguard.com/default/privacynotice.aspx</u>

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 1271 Ave of the Americas Floor 37, New York, NY 10020-1304 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### INDIVIDUAL TRAVEL PROTECTION POLICY

#### IMPORTANT

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

### **Refund Schedule**

Premium refund will be calculated by taking the number of days remaining in the coverage period divided by the number of total days of coverage (coverage effective date to return date), multiplied by 90% of the written premium. 10% of the written premium will be considered fully earned upon receipt.

### 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., 1271 Ave of the Americas Floor 37, New York, NY 10020-1304 (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** or and **Declarations Page**. It provides you with specific information about the insurance you purchased.

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

President

Secretary

T30361NUFIC-RTP-2-NY

### **SCHEDULE OF BENEFITS**

	Maximum Limit Per Person
Trip Cancellation	
Trip Interruption	
Trip Interruption - Return Transportation Only	\$1,000
Coverage for Trip Interruption and Trip Interruption-	
T30363NUFIC-TE-1-NY	
Trip Saver	\$2,500
T30363NUFIC-TS2-NY	
Single Occupancy	up to 100% of Trip Cost up to a maximum of \$150,000
Trip Delay	up to \$200 per day, to a maximum of \$1,000
	\$1,000
Baggage Coverage	\$2,500
Per-item restrictions apply, see benefit wording for c	
Deductible	\$0
Baggage Delay	up to \$250 per day, to a maximum of \$500
Security Evacuation	\$100,000
T30363NUFIC-SE-NY	
Ancillary Evacuation Benefits	\$5,000
Return Transportation	Included
Return of Children	Included
Bedside Visit	Included
	Included
Baggage Return	Included
T30363NUFIC-AEB-NY	

### **Extra Coverage**

The following is included at no additional cost if the policy is purchased within 15 days of Initial Trip Payment.

Pre-Existing Medical Conditions Exclusion Waiver Provides coverage otherwise excluded due to pre-existing medical conditions T30363NUFIC-PXW-2-NY

### **Optional Upgrades**

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

Rental Vehicle Damage Coverage	\$50,000
Deductible \$250	
T30363NUFIC-RVDC-2-NY	
Adventure Sports Bundle	
Includes the following Upgrades	

Adventure Activities Waiver	Removes Exclusions for Adventure Activities
T30363NUFIC-AA-NY	
Extreme Activities Waiver	Removes Exclusions for Extreme Activities
T30363NUFIC-EAW-NY	
	Adventure Activities Waiver T30363NUFIC-AA-NY Extreme Activities Waiver T30363NUFIC-EAW-NY

### Pet Bundle

Includes the following Upgrades

Pet Care ...... up to \$100 per day, to a maximum of \$500 T30363NUFIC-PP-NY Adds Trip Cancellation & Trip Interruption due to critical condition or death of domestic dog or cat T30363NUFIC-TCIP-NY; T30363NUFIC-TIIP-NY

### **Trip Delay Bundle**

Includes the following Upgrades

.... additional \$500

### Wedding Bundle

Includes the following Upgrades

Additional Unforeseen event for Trip Cancellation: Cancellation of a wedding at the Destination. Does not apply if the Insured is the bride or groom. Can only be purchased within 15 days of Initial Trip Payment. T30363NUFIC-TCWC-NY

### Name Your Family Member Bundle

Includes the following Upgrades



A

### For Questions or Information, Contact:



)) 1.800.826.1300

Or call National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) at: 1.212.458.5000

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

## TABLE OF CONTENTS

SECTION I SECTION II	EFFECTIVE AND TERMINATION DATES GENERAL EXCLUSIONS
SECTION III SECTION IV	BENEFITS DEFINITIONS
SECTION V SECTION VI	PAYMENT OF CLAIMS GENERAL PROVISIONS

#### SECTION I EFFECTIVE AND TERMINATION DATES

#### WHEN COVERAGE BEGINS

#### **Pre-Departure Benefits**

Trip Cancellation coverages are effective at 12:01 A.M. **Standard Time** on the date following payment to the **Company** or the **Company**'s authorized representative of the required cost.

#### **Post-Departure Benefits**

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.**

#### WHEN COVERAGE ENDS

#### **Pre-Departure Benefits**

Trip Cancellation coverages end on the earlier of: (a) the cancellation of the **Insured's Trip**; or (b) 11:59 P.M. on the day before the scheduled **Departure Date**.

#### **Post-Departure Benefits**

All other coverages end the earliest of:

- (a) the Insured's arrival at the Return Destination, even if this occurs earlier than the scheduled Return Date; or
- (b) the scheduled **Return Date**; or
- (c) the **Insured's** arrival at the **Destination** on a one-way **Trip**; or
- (d) the date listed as the return date by the  $\ensuremath{\textit{Insured}}$  on the application.

### Extension of Coverage - Early Departure:

All coverages except Trip Cancellation will begin up to 3 days prior to the originally scheduled **Departure Date** if, due to **Inclement Weather** or any of the **Unforeseen** events listed in Trip Cancellation, Trip Interruption or Trip Delay:

- (a) the **Insured** changes the **Departure Date** to an earlier date; and/or
- (b) the **Insured** changes the location of departure.

This extension of coverage will begin on the date and time the **Insured** begins travel. Benefits will terminate as shown in "When Coverage Ends: Post Departure Benefits" above.

#### Extension of Coverage - Late Return:

All coverages except Trip Cancellation will be extended, if:

(a) the **Insured's** entire **Trip** is covered by the plan; and

(a) the Insured's return is delayed by Inclement Weather or any of the Unforeseen events listed in Trip Cancellation, Trip 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.

Extension of Coverage – Baggage Coverage: Baggage Coverage is extended if the Insured's Baggage is in the charge of a Common Carrier and delivery is delayed. This extension will terminate when the Common Carrier delivers the property to the Insured, or when the Common Carrier documents the property as lost. This extension does not apply to the Baggage Delay benefits.

### SECTION II GENERAL EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all losses and all benefits. Unless otherwise shown below, these exclusions apply to the **Insured**, **Traveling Companion**, **Family Member** or **Business Partner**. This Policy does not cover any loss for, caused by or resulting from:

- (a) any loss that occurs at a time when the applicable benefit is not in effect, as outlined in the Effective and Termination Dates section; or
- (b) war or act of war, whether declared or not; or
- (c) participation in a felony, **Riot** or insurrection; or
- (d) alcoholism and drug addiction; or
- (e) any Trip taken by the Insured or Traveling Companion outside the advice of a Physician; or
- (f) the release, escape, or dispersal of: nuclear or radioactive contamination; pathogenic, poisonous biological or chemical materials.

### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy for Trip Cancellation and Trip Interruption shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any **Loss** payable under this Policy there is other valid and collectible insurance or indemnity in place, the **Company** shall be liable only for the excess of the amount of **Loss**, over the amount of such other insurance or indemnity.

### SECTION III BENEFITS

### TRIP CANCELLATION

The **Company** will pay a benefit to reimburse the **Insured** for covered expenses up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, if an **Insured** cancels his/her **Trip** due to any of the following **Unforeseen** events:

(a) Sickness, Injury, or death of an Insured, Family Member, Traveling Companion, Business Partner, Host at Destination. Sickness or Injury must be certified by a Physician;

- Sickness or Injury of an Insured, Traveling Companion, Family Member traveling with the Insured, which results in medically imposed travel restrictions as certified by a Physician at the time of Loss;
- (2) Sickness or Injury of a Family Member not traveling with the Insured must be because their condition is life-threatening or because they require the Insured's immediate care;
- (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to cancel the Trip to assume daily management of the business;
- (b) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed, required to serve on a jury, or required to appear as a witness in a legal action; provided the Insured or Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
- (c) the Insured, Traveling Companion, Host at Destination, or Family Member is called to active military service or as a reservist, or military leave is revoked or reassigned. The military leave for the dates of travel must be approved prior to the effective date of coverage;
- (d) the Insured or Traveling Companion, (or, if the Insured is a Child, the Insured's parent or legal guardian), is involuntarily terminated or laid off from their employment. The termination notice must occur at least 30 days after the Insured's effective date of coverage. The employee must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (e) the Insured or Traveling Companion (or, if the Insured is a Child, the Insured's parent or legal guardian), has an involuntary employer-initiated transfer of 100 or more miles which requires the Insured's Primary Residence to be relocated; provided that he or she has been an active employee with the same employer for at least 1 continuous year. Notification of the transfer by the employer to the Insured must occur after the effective date of coverage;
- (f) the Insured's Primary Residence is made Uninhabitable, or the Destination is made Uninhabitable or Inaccessible, by Natural Disaster (other than a hurricane), fire, vandalism, or burglary;
- (g) a named hurricane making the Insured's Primary Residence Uninhabitable, or making the Destination Inaccessible or Uninhabitable. Coverage for a hurricane applies only if insurance was purchased prior to the tropical storm first being upgraded to a hurricane. 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;
- (h) the Insured or Traveling Companion is delayed due to a traffic accident while en route to the Insured's Destination. The traffic accident must be substantiated by a police report;
- (i) the Insured or Traveling Companion is required to work during his/her scheduled Trip. He/she must provide proof of requirement to work, such as a notarized statement signed by an officer of his/her employer. In the situation of self-employment, proof of self-employment and a notarized statement confirming that the Insured is unable to travel due to his or her job obligations will be required. The Insured or Traveling Companion must be employed by the company at the time the Policy is purchased, and must have vacation approved for the dates of travel prior to the effective date of coverage;
- j) the Insured or Traveling Companion is a full-time teacher, other full-time employee, or a student at a primary or secondary school and is required to complete an extended school year that falls on or beyond the Departure Date.

- k) the Insured or Traveling Companion is required to take an academic examination on a date that has been fixed after the effective date of coverage, and the date falls during the Trip;
- (I) the *Insured's* required participation in a scholastic sporting, theatrical, or musical event on a date that has been fixed after the Trip Cancellation coverage effective date and falls during the *Trip*. This requirement must be documented in writing by a school representative;
- (m) Strike causing cancellation or delay of the Insured's pre-arranged travel services;
- (n) Inclement Weather causing cancellation or delay of the Insured's Trip;
- (o) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- (p) mechanical/equipment failure of a Common Carrier which results in a delay of the Insured's Trip for at least 72 consecutive hours.

**Trip Cancellation Benefits:** The **Company** will pay a benefit to reimburse the **Insured** for any of the following applicable expenses, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, for **Trips** that are canceled prior to the scheduled **Departure Date** due to any of the **Unforeseen** events listed above.

- (a) Cancellation Penalties for Unused travel arrangements; and
- (b) Travel Supplier change fees; and
- (c) the cost of re-depositing frequent traveler awards utilized for the Trip.

There is no coverage for the increased cost of a reservation if the **Insured** changes the **Trip** dates.

#### **Trip Cancellation Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Trip Cancellation benefit. Unless otherwise specified below, these exclusions apply to the **Insured**, **Traveling Companion**, **Family Member** or **Business Partner**. This benefit will not cover any loss for, caused by, or resulting from:

- (a) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (b) the **Insured** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (c) Normal Pregnancy or Childbirth, or elective abortion, except Complications of Pregnancy; or
- (d) Mental or Emotional Disorder of the Insured, unless hospitalized at least overnight; or
- (e) costs for the **Trip** paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs; or
- (f) maintenance/exchange/membership/association fees for timeshare reservations; or
- (g) trip payments that are insured under a different policy; or
- (h) payments made for this policy and any other insurance; or
- (i) **Pre-Existing Medical Conditions**.

#### **TRIP INTERRUPTION**

The **Company** will pay a benefit to reimburse the **Insured** for covered expenses, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, if an **Insured** 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, Business Partner, or Host at Destination. Sickness or Injury must be certified by a Physician;
  - Sickness or Injury of an Insured, Traveling Companion, Family Member traveling with the Insured, which results in medically imposed travel restrictions as certified by a Physician at the time of Loss;
  - (2) Sickness or Injury of a Family Member not traveling with the Insured must be because their condition is life-threatening or because they require the Insured's immediate care;
  - (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to interrupt the Trip to assume daily management of the business;
- (b) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed, required to serve on a jury, or required to appear as a witness in a legal action provided the Insured or a Traveling Companion; is not a party to the legal action or appearing as a law enforcement officer;
- (c) the Insured, Traveling Companion, Host at Destination, or Family Member is called to active military service or as a reservist, or military leave is revoked or reassigned. The military leave for the dates of travel must be approved prior to the effective date of coverage;
- (d) the Insured's Primary Residence is made Uninhabitable, or the Destination is made Uninhabitable or Inaccessible, by Natural Disaster (other than a hurricane), fire, vandalism, or burglary;
- (e) a named hurricane making the Insured's Primary Residence Uninhabitable, or making the Destination Inaccessible or Uninhabitable. Coverage for a hurricane applies only if insurance was purchased prior to the tropical storm first being upgraded to a hurricane. 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;
- (f) the Insured or Traveling Companion is delayed due to a traffic accident while en route to the Insured's Destination. The traffic accident must be substantiated by a police report;
- (g) Strike causing cancellation or delay of the Insured's pre-arranged travel services;
- (h) Inclement Weather causing cancellation or delay of the Insured's Trip;
- (i) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- mechanical/equipment failure of a Common Carrier which results in a delay of the Insured's Trip for at least 72 consecutive hours.

**Trip Interruption Benefits:** The **Company** will pay a benefit to reimburse the **Insured** for any of the following applicable expenses, up to the Maximum Limit shown in the **Schedule** or **Declarations Page** for **Trips** that are interrupted due to any of the **Unforeseen** events listed above:

- (a) Cancellation Penalties for Unused travel arrangements, and
- (b) additional transportation expenses incurred by the **Insured** (not to exceed the same class as the **Insured's** original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to:
  - (1) the **Return Destination**; or
  - (2) the Insured's Destination, or to a place where the Insured can continue their Trip.

Payment under letter (b) above will not duplicate any amounts paid under the Trip Interruption – Return Transportation Only benefit.

**Trip Interruption – Return Transportation Only:** The **Company** will pay a benefit to reimburse the **Insured** up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, for additional transportation expenses incurred to reach the **Return Destination** for **Trips** that are interrupted due to the **Unforeseen** events listed in the Trip Interruption section.

The benefit payable will not exceed the cost of the same class as the **Insured's** original ticket or economy airfare less any refunds paid or payable for travel by the most economical route. This benefit cannot be combined with the Trip Interruption benefit. If both benefits apply to the same covered **Loss**, payment will be made under the higher paying benefit.

When possible, reimbursement to the **Insured** for Trip Interruption-Return Transportation Only will be made in the same form of payment used to purchase the travel arrangements; for example, restoring loyalty points or rewards miles.

#### Trip Interruption and Trip Interruption - Return Transportation Only Exclusions:

In addition to the General Exclusions, the following exclusions apply to the Trip Interruption benefit. Unless otherwise specified below, these exclusions apply to the **Insured**, **Traveling Companion**, **Family Member** or **Business Partner**. This benefit does not cover any loss for, caused by, or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured; or
- (b) the Insured or Traveling Companion traveling for the purpose of securing medical treatment; or
- (c) Normal Pregnancy or Childbirth, or elective abortion, except Complications of Pregnancy; or
- (d) Mental or Emotional Disorder of the Insured, unless hospitalized at least overnight; or
- (e) the **Insured's** participation in **Adventure Activities**, **Extreme Activities** or **Dangerous Activities**, except as a spectator.
- (f) costs for the **Trip** paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs; or
- (g) maintenance/exchange/membership/association fees for timeshare reservations; or
- (h) trip payments that are insured under a different policy; or
- (i) payments made for this policy and any other insurance; or
- (j) Pre-Existing Medical Conditions.

#### SINGLE OCCUPANCY BENEFIT

The **Company** will pay a benefit to reimburse the **Insured**, up to the Single Occupancy Maximum Limit shown in the **Schedule** or **Declarations Page**, for the additional costs charged by the **Travel Supplier** for the **Trip** as a result of a change in the per-person occupancy rate if a person booked to share accommodations with the **Insured** has his or her **Trip** cancelled or interrupted due to any of the **Unforeseen** events shown in the Trip Cancellation or Trip Interruption section, and the **Insured** does not cancel. The Trip Cancellation and/or Trip Interruption exclusions will also apply to this benefit.

#### SPECIAL NOTIFICATION OF CLAIM

The **Insured** must notify the **Travel Supplier** within 72 hours or as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. The **Company** will not pay for any additional penalty charges incurred that would not have been imposed had the **Insured** notified the **Travel Supplier** within the specified period. 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 DELAY**

The **Company** will pay a benefit to 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. If the **Insured** is separated from their **Baggage** during the trip delay, the **Company** will also reimburse the **Insured** for **Necessary Personal Effects**.

The **Insured's Trip** must be delayed 5 or more consecutive hours due to a cancellation or delay for one of the **Unforeseen** events listed below which prevents the **Insured** from reaching his/her intended **Destination**:

- (a) the **Insured** being delayed due to a traffic accident while en route to a departure as substantiated by a police report;
- (b) the Insured's or Traveling Companion's lost or stolen passports, travel documents, or money;
- (c) the Insured or Traveling Companion is quarantined;
- (d) Natural Disaster;
- (e) Injury, Sickness, or death of the Insured or Traveling Companion;
- (f) Civil Disorder;
- (g) hijacking;
- (h) Common Carrier delay;
- (i) reasons listed under Trip Cancellation and Interruption.

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**.

#### **MISSED CONNECTION**

If, while on a **Trip**, the **Insured** misses a departure resulting from a delay of the **Insured's** scheduled **Common Carrier** transportation due to **Inclement Weather** or **Common Carrier** delay, the **Company** will pay a benefit to reimburse the **Insured** up to the Maximum Limit shown in the **Schedule** or **Declarations Page** for:

- (a) additional transportation expenses incurred by the Insured to join the departed Trip; and
- (b) Unused, prepaid, nonrefundable Trip Costs for missed portions of the Trip.

This benefit does not apply if the **Insured's** domestic travel arrangements allow less than 1 hour between connections, or the **Insured's** international travel arrangements allow less than 2 hours between connections.

### **BAGGAGE COVERAGE**

The **Company** will pay a benefit to reimburse the **Insured** up to the Maximum Limit shown in the **Schedule** or **Declarations Page** and subject to the special limitations shown below, for loss, theft or damage to the **Insured's Baggage** during the **Insured's Trip**. The **Company** will also pay for fees incurred to ship the **Insured's Baggage** to the **Insured's** to the **Insured's** to the **Insured's Baggage** to the **Insured's Baggage Baggage** 

#### Special Limitations:

- The **Company** will reimburse the **Insured** up to:
- (a) \$500 for the first item and;
- (b) \$250 for each subsequent item;
- (c) \$500 aggregate on all **Losses** to:
  - (1) jewelry, watches, and furs; and
  - (2) electronic devices, including but not limited to: personal computers, cameras and camera equipment, camcorders, cell phones, smartphones, portable music players, tablet devices, and other wireless handheld devices.

Items over \$150 must be accompanied by original receipts. If receipts are not provided, the maximum amount payable will be \$150.

#### The **Company** will pay the lesser of:

- (a) the original purchase price of the item; or
- (b) the cost to repair the item.

In the event of a **Loss** to a pair or set of items, the **Company** will pay the lesser of:

- (a) the cost to repair or purchase the individual item(s) needed to complete the set or pair; or
- (b) the original purchase price of the set or pair.

In the event of a **Loss** of the **Insured's** prescription medication, the **Company** will reimburse the **Insured** only for the cost to replace the amount of prescriptions drugs that were lost, stolen, or damaged. The prescribing **Physician** must authorize the replacement and it must be legally permissible to replace the prescription at the **Insured's** location.

The Baggage Coverage Maximum Limit shown in the Schedule or Declarations Page also includes:

- (a) Losses due to unauthorized use of the Insured's credit cards if they are lost or stolen during the Trip. However, this benefit will not apply if the Insured has failed to comply with all requirements imposed by the issuing credit card companies and
- (b) the cost to replace the **Insured's** passport or visa if it is lost, stolen or damaged during the **Trip**. The loss, theft or damage must be documented by a police report.

The **Insured** must: (a) report theft **Losses** to police or other local authorities as soon as possible; and (b) send sworn proof of **Loss** as soon as possible from date of **Loss**; and (c) 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, but will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

#### **BAGGAGE DELAY**

The **Company** will pay a benefit to reimburse the **Insured** for the purchase of **Necessary Personal Effects**, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, if the **Insured's Baggage** is delayed or misdirected by the **Common Carrier** for more than 12 hours while on a **Trip**.

Incurred expenses must be accompanied by receipts.

This benefit does not apply if **Baggage** is delayed after the **Insured** has reached their **Return Destination**.

#### Baggage Coverage Exclusions

In addition to the General Exclusions, the following exclusions apply to the Baggage Coverage benefit. No benefits will be paid for:

- (a) loss caused by animals, rodents, insects or vermin; or
- (b) loss of, or damage to, bicycles (except when checked with a **Common Carrier**); or
- (c) loss of, or damage to, motor vehicles; or
- (d) loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids; or
- (e) loss of, or damage to, keys, notes, securities, accounts, deeds, food stamps, bills, or other evidences of debt, money, stamps, stocks and bonds, postal or money orders, and tickets; or
- (f) loss of, or damage to, property shipped as freight, or shipped prior to the **Departure Date** or
- (g) loss of, or damage to, contraband; or
- (h) loss of, or damage to, items seized by any government official or customs official; or
- (i) damage caused by any process of repair; or
- (j) loss resulting from defective materials or craftsmanship; or
- $(\mathbf{k})$  damage caused by radioactive contamination; or
- (I) loss resulting from mysterious disappearance; or
- (m) loss resulting from normal wear and tear or deterioration.
- (n) any loss that occurs on a Trip with a Destination less than 100 miles from the Insured's Primary Residence, or on a Trip that is not overnight in length.

### **ANCILLARY EVACUATION BENEFITS**

#### **Return Transportation**

In addition to the Emergency Evacuation covered expenses, the **Company** will pay a benefit to 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** if the **Company** has previously evacuated an **Insured** to a medical facility. Airfare costs will be for the same class as the **Insured's** original tickets, or based on medical necessity.

#### Baggage Return

If the **Insured** has been evacuated to a medical facility, the **Company** will pay a benefit to reimburse the **Insured**, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, for any costs associated with transporting the **Insured's Baggage** from the place where the **Insured** was transported from, to:

- (a) the location the **Insured** was evacuated to; or
- (b) the Insured's Return Destination or Primary Residence.

Travel Guard must make all arrangements and authorize all expenses in advance for this benefit to be payable. In the event the **Company** or the **Company's** authorized representative could not be contacted to arrange for Baggage Return, benefits are limited to the amount the **Company** would have paid had the **Company** or its authorized representative been contacted.

### SECTION IV DEFINITIONS

Terms within this Policy which are **Capitalized**, **Bold** and **Italicized** are defined below.

**Adventure Activities** means bungee jumping, hot air ballooning, parachuting, skydiving, **Mountain Climbing**, motor sport or motor racing, multi-sport endurance competitions, **Professional Athletic Event**, scuba diving, and any activities materially similar to the above.

**Baggage** means luggage, passports, visas, travel documents, and personal possessions which are owned, borrowed, or rented, and are 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.

### Cancellation Penalties means Trip Costs:

- (a) which are not refunded or refundable by the **Travel Supplier**, or are subject to restrictions; and
- (b) which are paid by or on behalf of the Insured prior to the Insured's Trip Departure Date, or which the Insured is obligated, or later becomes obligated, to pay as a result of cancelling or interrupting the Trip; and
- (c) which are identified by the **Insured** on the application form; and
- (d) for which insurance was purchased.

These will also include any subsequent pre-paid payments or deposits paid by or on behalf of the **Insured** for the same **Trip**, after application for coverage under this plan; however, the **Insured** must notify the **Company** of these payments and pay the additional cost.

**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, or any facility or provider.

**Children/Child** means a person under age 18. The age limit does not apply to a child who is incapable of selfsustaining employment by reason of mental or physical incapacity.

**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.

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

**Complications of Pregnancy** means 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 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.

**Dangerous Activities** means air travel on a privately owned aircraft (whether as a pilot or a passenger), bull riding, running of the bulls, free diving, **Mountain Climbing** (over 6,000 meters), rock climbing without equipment, scuba diving (beyond 50 meters), or any activity materially similar to the above.

Declarations Page means the document showing the Insured's travel dates 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** or **Declarations Page** 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 the Insured expects to travel to on his/her Trip, as shown on the travel documents.

**Domestic Partner** means a person the **Insured** currently lives with and has lived with for at least 12 consecutive months and who is at least 18 years old. The **Insured** must be able to show evidence that they have lived together for 12 consecutive months.

**Extreme Activities** means BASE jumping, cliff diving, fly-by-wire, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, **Mountain Climbing** (over 3,000 meters), parkour, scuba diving (beyond 40 meters), and any activity materially similar to the above.

Family Member means the Insured's, or Traveling Companion's spouse, child, parent, brother, sister, grandparent, grandchild, daughter/son-in-law, brother/sister-in-law, step-child/sister/brother/parent, parent-in-law, civil union partner, Domestic Partner, step-grandparent/grandchild, aunt, uncle, step-aunt/uncle, niece, nephew, legal guardian, Caregiver, foster child, ward, or legal ward; and the 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.

**Hospital** means a facility that:

- (a) is licensed to operate according to law for the care and treatment of sick or Injured people; and
- (b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; and
- (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; or
- (b) a facility that is, other than incidentally, 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.

Host at Destination means the person the Insured intends to visit at the Destination during a covered Trip.

Inaccessible means the 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 causes closure of public roadways by government authorities and the **Insured** is traveling in an **Owned or Rented Vehicle**.

**Injury/Injured** means bodily injury which: (1) is sustained as a direct result of an unintended, unanticipated accident that occurs while the **Insured's** coverage under this Policy is in force; and (2) directly (independent of **Sickness**, disease, mental incapacity, bodily infirmity or any other cause) causes a covered **Loss**.

**Insured** means a person:

- (a) for whom any required application form has been completed; and
- (b) for whom any required cost has been paid; and
- (c) for whom a **Trip** is scheduled.

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

**Mental or Emotional Disorder** means a mental health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**Natural Disaster** means a flood (due to natural causes), tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, wildfire or blizzard.

**Necessary Personal Effects** means items to replace belongings such as clothing and toiletry items, which are included in the **Insured's Baggage** and are required for the **Insured's Trip**, and will also include expenses incurred to clean the clothing items purchased. Necessary Personal Effects do not include jewelry, perfume or alcohol.

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

**Owned or Rented Vehicle** means a self-propelled private passenger motor vehicle which is of a type both designed and required to be licensed for use on the highways of any state or country, which is rented or owned by the **Insured**. Owned or Rented Vehicle does not include any motor vehicle which is used in mass or public transit.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license. The treating physician cannot be the **Insured**, a **Traveling Companion**, a **Family Member**, or a **Business Partner**.

**Pre-Existing Medical Condition** means an **Injury**, **Sickness** or other condition of the **Insured** for which care, treatment, medical advice or diagnosis was recommended by or received from a Physician within the 90 day period ending on the effective date of coverage.

Primary means the Company will pay before any other insurance or indemnity.

Primary Residence means the Insured's fixed and permanent home for legal and tax purposes.

**Reasonable Additional Expenses** means expenses for meals, essential telephone calls, local transportation (taxi fares, mass transit, rental vehicle, etc.), parking costs, internet usage fees, 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.

**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 shown in the travel documents.

**Return Destination** means the **Insured's Primary Residence**, or a different final **Destination** as shown in the travel documents.

**Riot** means three or more people violently disturbing the peace causing immediate danger, damage, or injury to others or to property.

Schedule means the Schedule of Benefits shown in the front of this Policy.

**Sickness** means an illness or disease diagnosed and/or treated by a **Physician** after the effective date of coverage of the Policy.

Standard Time means the local time zone at the Insured's location.

Strike means a stoppage of work, work slowdown, or sickout which:

- (a) is announced, organized, and sanctioned by a labor union or other organized association of workers, in a trade or profession, formed to protect and further their rights and interests; and
- (b) interferes with the normal departure and arrival of a **Common Carrier**.

The **Insured's** coverage must be effective prior to when a strike is foreseeable. A strike is foreseeable on the earliest of:

- (a) the date labor union members vote to approve a strike; or
- (b) the date a strike takes place; or
- (c) when the strike dates are published by a news media source.

A strike is considered to be ongoing, and therefore foreseeable, until a documented resolution is reached on the issues causing the labor dispute, or the stoppage of work ceases to interfere with the normal departure and arrival of a **Common Carrier** for at least 60 consecutive days.

**Terrorist Incident** means an act of violence that is deemed terrorism by the U.S. Department of State, or that is committed by any person acting on behalf of, or in connection with, any organization which is classified as a Foreign Terrorist Organization by the U.S. Department of State. The following are not considered terrorist incidents: an act of war (declared or undeclared), **Civil Disorder**, or **Riot**.

Travel Supplier means the company or Common Carrier that provides 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 taken during the coverage term; The trip has a defined **Departure Date** and **Return Date**; and does not exceed 180 days.

**Trip Cost** means the **Insured's** share of the cost of a **Trip**. This dollar amount is based on the following criteria, as applicable:

- If the **Insured** is not sharing the cost with, or not paying the cost on behalf of, other travelers, the Trip Cost will include the full dollar amount paid by the **Insured** for the **Trip**.
- If the **Insured** is sharing the cost with other travelers, the Trip Cost will include the portion of the full dollar amount actually paid for the **Trip** by the **Insured** (even if this amount differs from the **Travel Supplier** invoice).
- If the *Insured's Trip* is paid for by someone else, the Trip Cost will include the dollar amount designated by the Travel Supplier for the *Insured's* portion of the Trip.
- If the **Insured** is paying for the costs of the **Trip** for himself or herself, as well as other travelers, the Trip Cost will
  include the dollar amount designated by the **Travel Supplier** for the **Insured's** portion of the **Trip**. The cost for
  other travelers will not be included in the Trip Cost for the **Insured**.

• For a **Trip** that is not priced on a per-person basis (such as multiple occupancy hotel rooms and vacation rentals), or for **Trips** where the **Travel Supplier** does not provide a per-person cost, the dollar amount paid for the **Trip** will be assumed to be split equally between all travelers participating in the booking, and the Trip Cost will include the **Insured's** portion.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

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

**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 V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** Written notice of claim must be given to Travel Guard within twenty days after the occurrence or commencement of any **Loss** covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Insured or the beneficiary to Travel Guard at 3300 Business Park Drive, Stevens Point, WI 54482 (telephone 1.800.826.1300), with information sufficient to identify the **Insured**, shall be deemed notice to the Company.

The **Insured** may initiate the claim online at <u>https://claims.travelguard.com/</u>. Utilizing this method will allow the **Insured** to view the status of the claim in real time.

Claims may also be initiated by telephone.

The completed claim forms can be sent back to AIG Claims, Inc. via website, mail, fax, or email.

Contact information:

- Online: <u>https://claims.travelguard.com/</u>
- Mail: PO Box 47, Stevens Point, WI 54481
- Telephone: 1.800.826.1300
- E-mail: <u>claimsdoc@aig.com</u>
- Fax: 1.715.345.1141

AIG Claims, Inc. will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, AIG Claims, Inc. may, at its discretion, require original documentation to be sent.

**Claim Forms:** AIG Claims, Inc., upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of Loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of Loss upon submitting, within the time fixed in the policy for filing proofs of Loss, written proof covering the occurrence, the character and extent of the Loss for which claim is made.

**Claims Procedures: Proof of Loss:** Written proof of Loss must be furnished to AIG Claims, Inc. at its said office within one hundred twenty days after the date of such **Loss**. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. The **Insured** must provide the following:

- (a) the benefit-specific documentation shown below; and
- (b) a trip invoice, itinerary or confirmation showing details of the Trip (dates of travel, destination, etc.); and
- (c) any other information reasonably required to prove the Loss.

Trip Cancellation Trip Interruption Proof of Loss: The Insured must provide AIG Claims, Inc. with the following:

- (a) documentation to support the reason for the cancellation or interruption of the Trip. Claims involving Loss due to Sickness or Injury will require signed patient (or next of kin) authorization to release medical information, a completed Medical Certificate form (provided by Travel Guard), and may require medical records. Claims involving Loss due to death may require all of the above, and will require a legible copy of the death certificate; and
- (b) copies of any accident, police, or incident reports that were filed, if the claim was due to an accident; and
- (c) documentation showing the value of the claimed trip components, and confirmation/reservation numbers; and
- (d) proof of payment for claimed expenses (paid trip invoice, credit card or bank statement, etc.); and
- (e) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party.

The **Insured** must provide AIG Claims, Inc. 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 AIG Claims, Inc. with the following:

- (a) receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement; and
- (b) a list of the expenses incurred; and
- (c) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- (d) documentation from the **Common Carrier** or other applicable party which verifies the cause and duration of the delay.

Baggage Coverage Proof of Loss: The Insured must provide AIG Claims, Inc. with the following:

- (a) an accident, police, incident or irregularity report providing details of the incident; and
- (b) receipts for all items being claimed; and
- (c) a copy of a repair invoice or estimate, if the claim is for damaged Baggage; and
- (d) documentation showing any received or expected settlements, refunds or credits for this Loss from any other party.

Baggage Delay Proof of Loss: The Insured must provide AIG Claims, Inc. with the following:

- (a) an irregularity or incident report filed with the Common Carrier confirming the delay; and
- (b) receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement; and
- (c) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party.

**Payment of Claims: When Paid:** Claims payable under this policy for any **Loss** will be paid immediately upon receipt of due written proof of such **Loss**.

#### Payment of Claims: To Whom Paid:

Benefits are payable to the **Insured** who purchased this Policy. 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 the **Insured** and on file with Travel Guard; if none is available, then
- (b) to the **Insured's** spouse, if living. If no living spouse, then
- (c) 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 \$1,000 to a relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment the **Company** makes in good faith fully discharges the **Company** to the extent of that payment.

**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** shall each select their own competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers shall first select a competent and disinterested arbitrator; and failing for 15 days to agree on such arbitrator, then on request of the Insured or the Insurer, such arbitrator shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item, and, failing to agree, shall submit their differences, only, to the arbitrator. An award in writing, so itemized, of any two when filed with the Insurer shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and arbitrator shall be paid by the parties equally.

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

# The following provision applies to Trip Cancellation, Trip Interruption, Baggage Coverage and Baggage Delay Loss:

**Recovery** - 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.

### SECTION VI GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, **Schedule** or **Declarations Page** and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the **Company** may 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.

**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. The right to change the beneficiary is reserved to the *Insured*, and the consent of the beneficiary(ies) shall not be required to surrender this Policy or to change any beneficiary(ies), or to any other changes in this policy.

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

**Misstatement of Age.** If premiums and benefits are based on age and the Insured has misstated his or her age in a written instrument signed by the Insured, there will be a fair adjustment of premiums and benefits based on his or her true age.

**Misstatement of Information.** If the **Insured** has provided inaccurate details about their **Trip** in a written instrument signed by the Insured, and these details affect the plan cost owed by the **Insured**, any benefits paid will be reduced by a percentage equal to the percent that the **Insured** has underpaid.

**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 5 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. Arbitration will be 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.** No statement made by the **Insured** shall avoid the insurance nor reduce benefits thereunder unless contained in a written instrument signed by the **Insured**.

**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 the **Loss** occurred while this Policy was in force.

**Transfer of Coverage.** Termination of this Policy will not affect a claim for **Loss** if the **Loss** occurred while this Policy was in force.

**Controlling Law:** Any part of this Policy, which on its effective date, conflicts with the statutes of the state in which the **Insured** resides on such date is hereby amended to conform to the minimum requirements of such statutes.

T30361NUFIC-RTP-2-NY

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION FINANCIAL DEFAULT RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

**Financial Default** of a **Travel Supplier**; provided the **Financial Default** occurs more than 14 days following the **Insured's** effective date for the Trip Cancellation benefit. 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.

**Financial Default** means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, cruise line, airline, resort, rental company, or other **Travel Supplier**.

Travel Supplier means the company or Common Carrier that provides travel arrangements for the Insured's Trip.

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

11. 14

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION RIOT RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

Cancellation of a **Trip** as a result of a **Riot**.

**Riot** means three or more people violently disturbing the peace causing immediate danger, damage, or injury to others or to property.

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

11. 114

President

Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION AIRPORT CLOSURE RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

Complete or partial closure of the air traffic control tower or the airport from which the **Insured** is scheduled to depart. Closure must be caused by fire or a power outage, and must result in a delay of the **Insured's Trip** for at least 48 consecutive hours. Does not apply to closures caused by a **Natural Disaster** or **Inclement Weather**.

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

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President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION UNFORESEEN EVENTS RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following **Unforeseen** events are added to the **TRIP CANCELLATION** benefit:

- (a) the Insured or Traveling Companion has Complications of Pregnancy or a Normal Pregnancy or Childbirth. The onset of these conditions must occur after the Insured's effective date of coverage and must be verified by medical records;
- (b) the Insured or a Traveling Companion is the victim of a Felonious Assault within 10 days prior to the Departure Date;
- (c) Mental or Emotional Disorders of an Insured or Traveling Companion requiring inpatient hospitalization for 5 or more consecutive days which results in medically imposed travel restrictions as certified by a Physician at the time of Loss;
- (d) the **Insured**, **Traveling Companion** or **Family Member** is confined in an inpatient rehabilitation facility for the purpose of overcoming addiction within 30 days prior to scheduled **Departure Date**.

The following Trip Cancellation Exclusions are waived:

Normal Pregnancy or Childbirth, or elective abortion.

Mental or Emotional Disorder of the Insured, unless hospitalized at least overnight

**Complications of Pregnancy** means 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 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.

**Felonious Assault** means an act of violence against the **Insured** or a **Traveling Companion** requiring medical treatment in a **Hospital**, and substantiated by a police report.

**Mental or Emotional Disorder** means a mental health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

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

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

Don Sailey

11. 14

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP CANCELLATION HURRICANE WARNING RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following **Unforeseen** event is added to the **TRIP CANCELLATION** benefit:

The **Destination** is under a hurricane warning or hurricane watch as issued by the NOAA hurricane center within 3 days of the scheduled **Departure Date**. Cancellation of the **Trip** must occur more than 14 days following the Insured's effective date of the Trip Cancellation benefit.

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

11. 14

President

Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION CRUISE CANCELLED RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following Unforeseen events are added to the TRIP CANCELLATION benefit:

Cancellation of the **Insured's** scheduled cruise by the **Travel Supplier**, due to insufficient or excessive water levels in the body of water where the cruise is scheduled to sail. If the **Travel Supplier** provides an alternate mode of transportation rather than cancelling the cruise, this benefit does not apply.

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

11. 114

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION ORGAN TRANSPLANT RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

The **Insured** is on a list as a donor or recipient for an organ transplant and, after the effective date of coverage, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **Medically Necessary**, and a **Physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

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; and
- (b) meets generally accepted standards of medical practice; and
- (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.

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

President

11. 114

Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP CANCELLATION ADOPTION CANCELLED RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

The **Insured** or **Traveling Companion** is traveling for the purpose of adopting a **Child**, but the adoption is cancelled for reasons beyond the **Insured's** control. The adoption must be approved prior to the effective date of coverage.

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

11. 114

President

Secretary

Executive Offices: 1271 Ave of the Americas Floor 37, New York, NY 10020-1304 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION FINANCIAL DEFAULT RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

**Financial Default** of a **Travel Supplier**; provided the **Financial Default** occurs more than 14 days following the **Insured's** effective date for the Trip Cancellation benefit. 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.

**Financial Default** means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, cruise line, airline, resort, rental company, or other **Travel Supplier**.

Travel Supplier means the company or Common Carrier that provides travel arrangements for the Insured's Trip.

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

President

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Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 1271 Ave of the Americas Floor 37, New York, NY 10020-1304 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP INTERRUPTION FINANCIAL DEFAULT RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

**Financial Default** of a **Travel Supplier**; provided the **Financial Default** occurs more than 14 days following the **Insured's** effective date for the Trip Interruption benefit. 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.

#### DEFINITIONS

**Financial Default** means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, cruise line, airline, resort, rental company, or other **Travel Supplier**.

Travel Supplier means the company or Common Carrier that provides travel arrangements for the Insured's Trip.

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

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP INTERRUPTION UNFORSEEN EVENTS RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen events are added to the TRIP INTERRUPTION benefit:

- (a) the Insured or Traveling Companion has Complications of Pregnancy or a Normal Pregnancy or Childbirth. The onset of these conditions must occur after the Insured's effective date of coverage and must be verified by medical records;
- (b) the Insured or a Traveling Companion is the victim of a Felonious Assault during the Trip;
- (c) Mental or Emotional Disorders of an Insured or Traveling Companion requiring inpatient hospitalization for 5 or more days which results in medically imposed travel restrictions as certified by a Physician at the time of Loss;
- (d) the **Insured**, **Traveling Companion** or **Family Member** is confined in an inpatient rehabilitation facility for the purpose of overcoming addiction while on the **Trip**.
- The following Trip Interruption Exclusions are waived:

Mental or Emotional Disorder of the Insured, unless hospitalized at least overnight

Normal Pregnancy or Childbirth, or elective abortion, except Complications of Pregnancy;

#### DEFINITIONS

**Complications of Pregnancy** means 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 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.

**Felonious Assault** means an act of violence against the **Insured** or a **Traveling Companion** requiring medical treatment in a **Hospital**, and substantiated by a police report.

**Mental or Emotional Disorder** means a mental health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

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

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

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President

Secretary

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Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP INTERRUPTION FINANCIAL DEFAULT RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

**Financial Default** of a **Travel Supplier**; provided the **Financial Default** occurs more than 14 days following the **Insured's** effective date for the Trip Interruption benefit. 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.

#### DEFINITIONS

**Financial Default** means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, cruise line, airline, resort, rental company, or other **Travel Supplier**.

Travel Supplier means the company or Common Carrier that provides travel arrangements for the Insured's Trip.

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

President

Secretary

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP INTERRUPTION RIOT RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

Interruption of a **Trip** as a result of a **Riot** 

#### DEFINITIONS

**Riot** means three or more people violently disturbing the peace causing immediate danger, damage, or injury to others or to property.

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

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President

Secretary

34

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP INTERRUPTION AIRPORT CLOSURE RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

Complete or partial closure of the air traffic control tower or the airport from which the **Insured** is scheduled to depart. Closure must be caused by fire or a power outage, and must result in a delay of the **Insured's Trip** for at least 48 consecutive hours. Does not apply to closures caused by a **Natural Disaster** or **Inclement Weather**.

#### DEFINITIONS

**Inclement Weather** means any severe weather condition which delays the scheduled arrival or departure of a **Common Carrier** or causes closure of public roadways by government authorities and the **Insured** is traveling in an **Owned or Rented Vehicle**.

**Natural Disaster** means a flood (due to natural causes), tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, wildfire or blizzard.

**Owned or Rented Vehicle** means a self-propelled private passenger motor vehicle which is of a type both designed and required to be licensed for use on the highways of any state or country, which is rented or owned by the **Insured**. Owned or Rented Vehicle does not include any motor vehicle which is used in mass or public transit.

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

President

Secretary

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP INTERRUPTION HURRICANE WARNING RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following **Unforeseen** event is added to the **TRIP INTERRUPTION** benefit:

The **Destination** is placed under a hurricane warning, as issued by the NOAA hurricane center, after the **Departure Date**.

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

11. 114

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP INTERRUPTION CRUISE CANCELLED RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

Interruption of the **Insured's** scheduled cruise by the **Travel Supplier**, due to insufficient or excessive water levels in the body of water where the cruise is scheduled to sail. If the **Travel Supplier** provides an alternate mode of transportation rather than interrupting the cruise, this benefit does not apply.

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

Don Dailey

President

Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

### TRIP INTERRUPTION ORGAN TRANSPLANT RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

The **Insured** is on a list as a donor or recipient for an organ transplant and, after the effective date of coverage, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **Medically Necessary**, and a **Physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

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; and
- (b) meets generally accepted standards of medical practice; and
- (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.

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

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President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP SAVER RIDER**

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **ANCILLARY EVACUATION BENEFITS RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The **Company** will pay a benefit to reimburse the **Insured** up to the maximum limit shown in the **Schedule** or **Declarations Page** if the **Insured** must begin the **Trip** sooner than the originally scheduled **Departure Date** if the **Common Carrier** changes: (a) the **Insured's Departure Date** to an earlier date or; (b) the location from which the **Insured** departs. Benefits will be paid for:

- (a) Reasonable Additional Expenses, up to the originally scheduled Departure Date; and
- (b) additional transportation expenses incurred by the Insured (not to exceed the same class as the Insured's original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to the Insured's Destination, or to a place where the Insured can continue the Trip.

**Reasonable Additional Expenses** means expenses for meals, essential telephone calls, local transportation (taxi fares, mass transit, rental vehicle, etc.), parking costs, internet usage fees, 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.

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

Presiden

11. 14

Secretary

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following are added to the Ancillary Evacuation benefit:

#### **Additional Benefits:**

The **Company** will pay a benefit to reimburse the **Insured** expenses for the following if the onsite attending **Physician** advises that the severity of the **Sickness** or **Injury** requires hospitalization and the **Insured** is hospitalized for more than 7 days following a covered Emergency Evacuation. Payment is subject to the limitations set out below:

- (a) Return of Children: Return of the Insured's Children, who were on the Trip with the Insured when the Injury or Sickness occurred, or were born during the Trip, to the Insured's residence in the United States or to another location in the United States where adequate family support is available. The Childrens' return will not exceed the cost for the same class as the original tickets, less the value of any applied credit from any Unused return travel tickets for each Child. The class of the flight may be upgraded if the airline's unaccompanied minor policies require it. This will also include coverage for the cost of an Attendant, if necessary; such expenses will include the cost of a one-way economy airfare ticket to bring the Attendant to the Child's location, return airfare of the same class as the Child's return airfare, hotel and meal costs incurred by the Attendant during travel, and additional transportation to return the Attendant to their home, if necessary.
- (b) **Bedside Visit:** To bring one person chosen by the **Insured** to and from the medical facility where the **Insured** is confined if the **Insured** is alone. The payment will cover the cost of one round-trip economy airfare ticket.
- (c) Bedside Traveling Companion: The Company will reimburse the Insured for reasonable expenses incurred for hotel and meals up to the Maximum Limit shown in the Schedule or Declarations page for a Traveling Companion to remain near the Insured. If the hospitalized Insured is a Child, a bedside companion is available immediately upon Hospital admission. Coverage for this benefit ends on the day the Insured is discharged from the Hospital. For purposes of this benefit, Traveling Companion means the person accompanies the Insured on the Trip.

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

Do Sailey President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP EXCHANGE RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The **Company** will pay a benefit to reimburse the **Insured** for the expenses below, up to the Maximum Limit shown in the **Schedule** or **Declarations Page** if:

- (a) the Insured cancels the Trip due to one of the Unforeseen events shown in the Trip Cancellation section; and
- (b) the **Insured** chooses to transfer the reservation from the cancelled **Trip** to a future **Trip** with the same **Travel Supplier**; and
- (c) the future **Trip** costs more than the cancelled **Trip**.

Benefits will be paid for:

- (a) the difference in the cost between the original reservation and the new reservation; and
- (b) change fees paid to transfer the reservation; and
- (c) Unused, prepaid, nonrefundable Trip Costs for reservations that cannot be transferred; and
- (d) the cost paid for this Policy.

Trip Cancellation and Trip Exchange benefits cannot be combined.

#### DEFINITIONS

Travel Supplier means the company or Common Carrier that provides travel arrangements for the Insured's Trip.

**Trip Cost** means the **Insured's** share of the cost of a **Trip**. This dollar amount is based on the following criteria, as applicable:

- If the *Insured* is not sharing the cost with, or not paying the cost on behalf of, other travelers, the Trip Cost will
  include the full dollar amount paid by the *Insured* for the *Trip*.
- If the **Insured** is sharing the cost with other travelers, the Trip Cost will include the portion of the full dollar amount actually paid for the **Trip** by the **Insured** (even if this amount differs from the **Travel Supplier** invoice).
- If the Insured's Trip is paid for by someone else, the Trip Cost will include the dollar amount designated by the Travel Supplier for the Insured's portion of the Trip.
- If the Insured is paying for the costs of the Trip for himself or herself, as well as other travelers, the Trip Cost will
  include the dollar amount designated by the Travel Supplier for the Insured's portion of the Trip. The cost for
  other travelers will not be included in the Trip Cost for the Insured.
- For a Trip that is not priced on a per-person basis (such as multiple occupancy hotel rooms and vacation rentals), or for Trips where the Travel Supplier does not provide a per-person cost, the Trip Cost will include the dollar amount that the Insured has paid individually.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

**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.

The Trip Cancellation Exclusions and Trip Cancellation: Proof of Loss sections also apply to the Trip Exchange benefit.

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

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President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **RENTAL VEHICLE DAMAGE COVERAGE RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The **Company** will pay a benefit to reimburse the **Insured** up to the Maximum Limit shown in the **Schedule** or **Declarations Page** and subject to the **Deductible** 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, or is stolen. Payment will be made for the lesser of:

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

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

This coverage is **Primary** to other forms of insurance or indemnity. The **Company** will pay first, but reserves the right to recover from the insurance carrier(s) of any other party involved in the **Loss**, other than the **Insured**. The **Company** will not take steps to recover from any policy held by the **Insured**.

#### **Rental Vehicle Damage Coverage Exclusions**

In addition to the General Exclusions, the following exclusions apply to the Rental Vehicle Damage Coverage benefit. Unless otherwise specified below, these exclusions apply to the **Insured**, **Traveling Companion**, and **Family Member**. This benefit will not cover any loss for, caused by, or resulting from:

- (a) the Insured or Traveling Companion violating the rental agreement; or
- (b) rentals of heavy duty trucks, campers, trailers, off road vehicles primarily used for off-road purposes motor bikes, motorcycles, recreational vehicles, or **Exotic Vehicles**; or
- (c) failure to report the loss to the proper local authorities and/or the rental car company; or
- (d) damage to any other vehicle, structure, or person as a result of a covered Loss (i.e. liability coverage); or
- (e) the decreased value of the vehicle as a result of the accident and the subsequent repairs; or
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same; or
- (g) gross negligence, or willful and wanton conduct by an *Insured*; or
- (h) any loss that occurs on a Trip with a Destination less than 100 miles from the Insured's Primary Residence, or on a Trip that is not overnight in length.

The **Insured** must: (a) take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; and (b) report the **Loss** to the appropriate local authorities and the rental company as soon as possible; and (c) obtain all information on any other party involved in a traffic accident, such as name, address, insurance information, and driver's license number.

Actual Cash Value means purchase price less depreciation.

**Exotic Vehicle** means a vehicle over 20 years old, or any vehicle with an original manufacturer's suggested retail price greater than \$75,000.

Primary means the Company will pay before any other insurance or indemnity..

### Rental Vehicle Damage Coverage Proof of Loss: The Insured must provide Travel Guard with the following:

- (a) a copy of the rental contract; and
- (b) a police, accident or incident report which provides details of the event; and
- (c) a copy of the repair estimate or invoice; and
- (d) pictures of the vehicle damage, including accident scene photos, if available; and
- (e) proof of any payments made to the rental agency for the damage.

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

Don Jailey

11. 114

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **SECURITY EVACUATION COVERAGE RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The **Company** will pay a benefit to reimburse the **Insured** up to the Maximum Limit shown in the **Schedule** or **Declarations Page** if, while on a **Trip**, the **Insured** requires a security evacuation due to any of the following **Unforeseen** occurrences:

- (a) an Advisory is issued due to political or military events involving the Destination country. For this occurrence only, General Exclusion (b) does not apply; or
- (b) a Natural Disaster results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Destination country, and the area is deemed to be Uninhabitable or dangerous; or
- (c) the **Insured** experiences a **Verified Physical Assault**, or a **Verified Threat Of Physical Assault** from a third party; or
- (d) the **Insured** is expelled from their **Destination** country, or is declared a persona non-grata on the written authority of the recognized government at the **Destination**.

The determination that an **Insured** requires a security evacuation, and all such arrangements, must be made by Travel Guard.

#### Security evacuation covered expenses:

The **Company** will reimburse the Insured for any of the following expenses, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**:

- (a) Transportation to the Nearest Place of Safety via the most efficient available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used; and
- (b) food, lodging, and (if necessary) physical protection for the Insured during the transport to the Nearest Place of Safety.

Security evacuation covered expenses are payable only once per Trip.

Security evacuation covered expenses will also be available within 14 days of the initial security evacuation, to transport the **Insured** to their choice of one of these locations:

- (a) back to the original **Destination** if return is safe and permitted (as determined by Travel Guard); or
- (b) to the Insured's Return Destination

Travel Guard must make all arrangements and must authorize all expenses in advance of any benefits being payable. Travel Guard is not responsible for the availability of **Transportation** services. Where a security evacuation becomes impractical because of hostile or dangerous conditions, Travel Guard will endeavor to maintain contact with the **Insured** until a security evacuation becomes viable.

#### **Advance Payment**

The **Company** will pay covered expenses directly to the service provider if the **Insured** requires a security evacuation while on a **Trip**, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the **Schedule** or **Declarations Page**. The **Insured** agrees to reimburse this payment to the **Company** if: (a) the **Insured** does not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that the **Insured's** Security Evacuation claim is not covered.

The **Company** will provide advance payment when required and requested by the **Insured**. However:

- (a) The **Company** reserves the right to deny a request for advance payment if the **Company** confirms that the **Insured's** claim is not covered under the Policy; and
- (b) An advance payment made by the **Company** is not a guarantee of claim approval.

#### Security Evacuation exclusions:

In addition to the General Exclusions, the following exclusions apply to the Security Evacuation Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- (a) any charges, fees or expenses that are payable under any other provision of this plan; or
- (b) any charges, fees or expenses arising from an occurrence that takes place in an **Excluded Country**; or
- (c) repatriation of remains expenses; or
- (d) medical services; or
- (e) the **Insured's** failure to maintain and possess any required travel documents and visas, or failure to have such documents duly authorized; or
- (f) common, endemic, epidemic or global pandemic diseases as defined by the World Health Organization; or
- (g) military or political issues, if the security evacuation request is made more than 14 days after the **Advisory** was issued; or
- (h) any loss that occurs on a Trip with a Destination less than 100 miles from the Insured's Primary Residence or to another residence of the Insured or Traveling Companion, or on a Trip that is not at least overnight in length.

#### DEFINITIONS

Terms within the Policy that are **Capitalized**, **Bold** and **Italicized** are defined. The definition below also applies to this rider.

Advisory means a formal travel warning given by the government of the Insured's Home Country or Destination country that recommends that citizens leave the Destination country.

**Excluded Countries** means any country where providing coverage or paying a claim would expose the **Company**, the **Company's** parent company, or the **Company's** parent company's ultimate controlling entity, to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

**Home Country** means the country of citizenship of the **Insured**. If the **Insured** has dual citizenship, for the purposes of this benefit, his or her Home Country is the country of the passport he or she used to enter the **Destination** country.

**Natural Disaster** means a flood (due to natural causes), tsunami, hurricane, tornado, earthquake, mudslide, avalanche, landslide, volcanic eruption, sandstorm, sinkhole, wildfire or blizzard.

#### Nearest Place of Safety means a location determined by Travel Guard where:

- (a) the Insured can be presumed safe from the occurrence that precipitated the Insured's security evacuation; and
- (b) the Insured has access to Transportation to his or her Return Destination; and
- (c) temporary lodging is available to the **Insured**, if needed.

**Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the **Insured's Common Carrier** tickets will be used.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

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

**Verified Physical Assault** means an **Insured's** injury directly resulting from an unprovoked malicious assault by another person, confirmed by documentation or physical evidence.

Verified Threat of Physical Assault means any threat made either directly or indirectly to kill, injure, or abduct an **Insured** or **Traveling Companion**, confirmed by documentation or physical evidence.

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

Don Sailey

President

11. 14

Secretary

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### NAME YOUR FAMILY RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions of the plan.

The **Insured** may choose 1 person, named in the application, to be deemed a **Family Member**. This will apply to benefits that cover **Unforeseen** events that involve **Family Members**.

The Name Your Family Rider **Family Member** includes the person(s), listed on the application.

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

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President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### PET PACK RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions of the plan.

This benefit applies if the Insured has placed their Pet in a kennel for the duration of the Trip, or has pre-arranged inhome care for their **Pet** for the duration of the **Trip**.

The Company will pay a benefit to reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page to cover the necessary additional kennel fees, or additional in-home care fees, if the Insured is delayed past the scheduled **Return Date** for at least 12 hours while en route to their **Return Destination**, due to any of the reasons listed under Trip Interruption or Trip Delay.

**Pet** means a domesticated dog or cat that is kept in the home for companionship, not for commercial purposes.

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

President

11. 14

Secretary

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP CANCELLATION ILLNESS OR INJURY OF PET RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

The Insured's or Traveling Companion's Pet is in critical condition or dies within seven days prior to the Departure Date. The Insured must provide veterinary records documenting the condition or death of the Pet.

Pet means a domesticated dog or cat that is kept in the home for companionship, not for commercial purposes.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

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

President

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Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### TRIP INTERRUPTION ILLNESS OR INJURY OF PET RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP INTERRUPTION benefit:

The **Insured's** or **Traveling Companion's Pet** is in critical condition or dies during the **Trip**. The **Insured** must provide veterinary records documenting the condition or death of the **Pet**.

#### DEFINITIONS

Pet means a domesticated dog or cat that is kept in the home for companionship, not for commercial purposes.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license. The treating physician cannot be the **Insured**, a **Traveling Companion**, a **Family Member**, or a **Business Partner**.

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

President

11. 114

Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **TRIP CANCELLATION WEDDING CANCELLED RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The following Unforeseen event is added to the TRIP CANCELLATION benefit:

Cancellation of a wedding by the bride or groom. Does not apply if the **Insured** is the bride or groom in the wedding.

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

President

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Secretary

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Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **ADVENTURE ACTIVITIES EXCLUSION WAIVER RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following exclusion is amended to remove the terms **Adventure Activities** in each benefit which it appears:

The Insured's participation in **Adventure Activities**, **Extreme Activities**, or **Dangerous Activities**, except as a spectator

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

President

11. 14

Secretary

#### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **EXTREME ACTIVITIES EXCLUSION WAIVER RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following exclusion is amended to remove the terms **Adventure Activities** and **Extreme Activities** in each benefit which it appears:

The Insured's participation in **Adventure Activities**, **Extreme Activities**, or **Dangerous Activities**, except as a spectator

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

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the Pre-Existing Medical Condition exclusion if the amount of coverage purchased equals all trip costs up to the maximum shown in the **Schedule** including any subsequent arrangements made for the same Trip. The Insured must update the coverage to include the additional cost of the subsequent arrangements within 15 days of payment to the Travel Supplier.

If the Insured does not insure all trip costs, this waiver will be terminated and the Pre-Existing Medical Conditions exclusion will apply.

If the **Insured's** trip costs are greater than the maximum amount shown in the Schedule, the waiver will still apply as long as the maximum amount of coverage is purchased.

This waiver does not apply to any trip taken for the purpose of receiving medical treatment.

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

Insured means a person:

- (a) for whom any required application form has been completed; and
- (b) for whom any required cost has been paid; and
- (c) for whom a trip is scheduled.

Pre-Existing Medical Condition means an injury, sickness or other condition of the Insured, for which care, treatment, medical advice or diagnosis was recommended by or received from a physician within the 6 month period ending on the effective date of coverage.

Schedule means the Schedule of Benefits shown in the front of this Policy.

Travel Supplier means the company or common carrier that provides travel arrangements for the Insured's Trip.

Trip means a period of travel away from home to a Destination outside the Insured's city of residence. The trip has a defined **Departure Date** and return date; and does not exceed 180 days. 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 shown in the travel documents.

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

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President

Secretary

#### STATE AND PRIVACY NOTICE

This document is only applicable to residents of New York. If you are from any other state, <u>click here</u> to find your state-specific Policy, or call Travel Guard at 1.800.826.1300. To view and print a copy of our privacy notice, please visit: <u>www.travelguard.com/default/privacynotice.aspx</u>

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 1271 Ave of the Americas Floor 37, New York, NY 10020-1304 (212) 458-5000 (a capital stock company, herein referred to as the Company)

#### INDIVIDUAL TRAVEL PROTECTION POLICY

Medical Expense Emergency Evacuation and Repatriation of Remains

#### **Schedule of Benefits**

\$100,000
\$0
num of \$1,000
\$500
\$1,000,000
\$30,000

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

### **Extra Coverage**

The following is included at no additional cost if the policy is purchased within 15 days of Initial Trip Payment.

Pre-Existing Medical Conditions Exclusion Waiver Provides coverage otherwise excluded due to pre-existing medical conditions T30363NUFIC-PXW-2-NY

Limited benefits health insurance. The insurance evidenced by this policy provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical, major medical, Medicare supplement, long term care insurance, nursing home insurance only, home care insurance only, or nursing home and home care insurance as defined by the New York State Department of Financial Services.

This is TRAVEL insurance only. It only provides coverage while you are on a covered trip. The benefit payments may not cover the full cost of your medical care.

Notice – The **Company** does not provide coverage for participation in a **Professional Athletic Event** and aviation and related activities such as skydiving and parachuting.

This Policy is non-renewable.

#### IMPORTANT

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

#### 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., 1271 Ave of the Americas Floor 37, New York, NY 10020-1304 (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**. 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. After this 15 day period, the premium is non-refundable.



Or call National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) at: 1.212.458.5000

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

Coverage is available to New York residents only.

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

President

Secretary

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#### TABLE OF CONTENTS

SECTION I	EFFECTIVE AND TERMINATION DATES
section II section III	GENERAL EXCLUSIONS BENEFITS
SECTION IV	DEFINITIONS
SECTION V	PAYMENT OF CLAIMS
SECTION VI	GENERAL PROVISIONS

#### SECTION I EFFECTIVE AND TERMINATION DATES

#### WHEN COVERAGE BEGINS

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.

#### WHEN COVERAGE ENDS

Coverages end on the earliest of:

(a) the Insured's arrival at the Return Destination, even if this occurs earlier than the scheduled Return Date; or

(b) the scheduled Return Date; or

(c) the Insured's arrival at the Destination on a one-way Trip; or

(d) the date listed as the return date by the **Insured** on the application.

#### Extension of Coverage - Early Departure:

Coverages will begin up to 3 days prior to the originally scheduled **Departure Date** if, due to **Inclement Weather**,

(a) the Insured changes the Departure Date to an earlier date; and/or

(b) the **Insured** changes the location of departure.

This extension of coverage will begin on the date and time the **Insured** begins travel. Benefits will terminate as shown in "When Coverage Ends above.

#### Extension of Coverage - Late Return:

Coverages will be extended, if:

(a) the **Insured's** entire **Trip** is covered by the plan.

(b) the Insured's return is delayed by Inclement Weather, or by Injury or Sickness of the Insured.

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.

If, due to restrictions by a **Common Carrier** or a **Physician**, the **Insured** cannot return home before this extension ends, coverage will be extended for an additional 30 days, or until the first time such restrictions are removed (whichever is earlier), and will remain effective while the **Insured** travels to the **Return Destination**.

#### SECTION II GENERAL EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all losses and all benefits. This Policy does not cover any loss for, caused by or resulting from:

(a) war or act of war, whether declared or not; or

(b) participation in a felony, **Riot** or insurrection; or

(c) alcoholism or drug addiction.

#### SECTION III BENEFITS

### **TRAVEL MEDICAL EXPENSE BENEFIT**

The **Company** will pay a benefit to reimburse the **Insured** for the **Reasonable and Customary Charges**, up to the maximum limit shown in the **Schedule** (and after satisfaction of the **Deductible**, if applicable) if the **Insured** suffers an **Injury** or **Sickness** on the **Trip** that requires treatment by a **Physician**. The **Injury** must occur or the **Sickness** must first begin while on a **Trip**. The initial documented treatment must be given by a **Physician** during the **Trip**.

#### **Travel Medical Covered Expenses:**

The **Company** will pay a benefit to reimburse the **Insured** the **Medically Appropriate** expenses incurred for:

- (a) services of a Physician or registered nurse (R.N.), and related tests or treatment; and
- (b) Hospital charges; and
- (c) prescription medication to treat the Injury or Sickness; and
- (d) artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices, and

(e) physical or occupational therapy up to 90 days during the Trip.

#### **Emergency Dental**

If, while on a **Trip**, the **Insured** suffers an **Injury** or **Sickness** that requires emergency dental treatment by a **Physician**, the **Company** will pay a benefit to reimburse the **Insured** for covered expenses up to the maximum limit shown in the **Schedule**.

Emergency dental covered expenses:

- (a) services and supplies for the relief of dental pain; and
- (b) the repair or replacement of teeth or dental implants, due to an **Injury** or **Sickness** which first occurs during the **Trip**.

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. This coverage is inclusive of the maximum limit for the Travel Medical Expense benefit.

#### **Advance Payment**

The **Company** will pay up to \$5,000 directly to the provider if, while on a **Trip**, the **Insured** suffers an **Injury** or **Sickness** which requires admission to a **Hospital**, and the **Hospital** requires payment prior to admission. This amount will be deducted from the Travel Medical Expense benefit limit shown in the **Schedule**. The **Insured** agrees to reimburse this payment to the **Company** if: (a) the **Insured** does not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that the **Insured's** Travel Medical Expense claim is not covered.

- The **Company** will provide advance payment when required and requested by the **Insured**. However:
- (a) The **Company** reserves the right to deny a request for advance payment if the **Company** confirms that the **Insured's** claim is not covered under the Policy; and
- (b) An advance payment made by the **Company** is not a guarantee of claim approval.

#### Travel Medical Expense Exclusions

In addition to the General Exclusions, the following exclusions apply to the Travel Medical Expense Benefit. No benefits will be paid for any loss for, caused by, or resulting from

- (a) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (b) pregnancy, except Complications of Pregnancy; or
- (c) participation in a **Professional Athletics Event** except as a spectator; or
- (d) participation in aviation and related activities such as skydiving and parachuting;
- (e) aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
- (f) Mental or Emotional Disorder of the Insured; or
- (g) eyeglasses, hearing aids and examination for the prescription or fitting thereof; or
- (h) care or treatment which is not **Medically Appropriate**, except for related reconstructive surgery resulting from trauma, infection or disease; or
- (i) any service provided by the Insured or an Immediate Family Member; or
- dental care or treatment, except for such care or treatment due to accidental *Injury* to sound natural teeth within 12 months of the *Injury* and except for dental care or treatment necessary due to congenital disease or anomaly; or
- (k) treatment in a government hospital; or
- (I) rest cures; or
- (m) Pre-Existing Medical Conditions.

### **EMERGENCY EVACUATION and REPATRIATION OF REMAINS**

The **Company** will pay a benefit to reimburse the **Insured**, up to the maximum limit shown in the **Schedule**, for Covered Emergency Evacuation Expenses incurred due to an **Injury** or **Sickness** of the **Insured** that occurs while on a **Trip**.

**Covered Emergency Evacuation Expenses** are the **Reasonable and Customary Charges** for **Transportation** that is **Medically Appropriate**, related medical services, and medical supplies incurred in connection with the Emergency Evacuation of the **Insured**. The **Transportation** must be:

- (a) ordered by the onsite attending Physician, who must certify that the severity of the Injury or Sickness of the Insured warrants the Emergency Evacuation; and
- (b) authorized in advance by the **Company** or the authorized representative. In the event the **Injury** or **Sickness** of the **Insured** prevents prior authorization of the Emergency Evacuation, Travel Guard must be notified as soon as reasonably possible; and
- (c) by the most direct and economical route possible.

#### Transportation will be provided:

- (a) 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
- (b) 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 Appropriate** treatment is needed but not locally available; and the **Insured** is medically able to travel; and

(c) to the **Primary Residence** of the **Insured**, or an adequate licensed medical facility nearest the **Primary Residence** of the **Insured**, to obtain further medical treatment or to recover after being treated at a local licensed medical facility, if the onsite attending **Physician** determines that the **Insured** is medically able to be transported and that the transportation is **Medically Appropriate**.

**Special Limitation**: In the event the **Company** or the **Company's** authorized representative could not be contacted to arrange for Covered Emergency Evacuation Expenses, benefits are limited to the amount the **Company** would have paid had the **Company** or its authorized representative been contacted. If benefits are reduced based on this determination, the **Insured** has the right to an external appeal.

### **REPATRIATION OF REMAINS**

The **Company** will pay a benefit to reimburse the **Insured** for Repatriation Covered Expenses up to the maximum limit shown in the **Schedule** to return the **Insured's** remains if he/she dies while on the **Trip**.

**Repatriation Covered Expenses** are limited to the **Reasonable and Customary Charges** for the expenses listed below. Travel Guard must make all arrangements and authorize all expenses in advance.

#### Repatriation Covered Expenses include the Reasonable and Customary Charges for:

- (a) temporary storage costs for up to 15 days, or until local authorities will permit further transportation of the body, whichever is later; and
- (b) the most economical coffins or receptacles adequate for transportation of the remains; and
- (c) transportation of the remains, by the most direct and economical conveyance and route possible, to:
  - (1) the nearest location where the body can be embalmed or cremated, if not locally available; and
  - (2) the receiving funeral home or morgue, the **Return Destination**, or a different place of burial within the **Insured's** country of residence; and
- (d) the cost for creation and transmission of necessary documentation to transport the body, such as a death certificate, autopsy or police report, up to five copies per document.

#### **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. If benefits are reduced based on this determination, the **Insured** has the right to an external appeal.

#### **Advance Payment**

The **Company** will pay a benefit, up to the maximum limit shown in the **Schedule**, directly to the provider if, while on a **Trip**, the **Insured** suffers an **Injury** or **Sickness** which requires an emergency evacuation or repatriation of remains, and payment is required prior to **Transportation** or repatriation. This amount will be deducted from the Emergency Evacuation and Repatriation of Remains benefit limit, shown in the **Schedule**. The **Insured** agrees to reimburse this payment to the **Company** if: (a) the **Insured** does not file a claim for the expenses incurred as outlined in the Payment of Claims section; or (b) it is determined that the **Insured's** emergency evacuation or repatriation of remains claim is not covered.

- The **Company** will provide advance payment when required and requested by the **Insured**. However:
- (a) The Company reserves the right to deny a request for advance payment, if the Company confirms that the Insured's claim is not covered under the Policy; and
- (b) An advance payment made by the **Company** is not a guarantee of claim approval.

#### **Emergency Evacuation and Repatriation of Remains Exclusions:**

In addition to the General Exclusions, the following exclusions apply to the Emergency Evacuation and Repatriation of Remains Benefit. No benefits will be paid for any loss for, caused by, or resulting from

- (a) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (b) pregnancy, except Complications of Pregnancy; or
- (c) participation in a **Professional Athletics Event** except as a spectator; or
- (d) participation in aviation related activities such as skydiving and parachuting;
- (e) aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
- (f) Mental or Emotional Disorder of the Insured; or
- (g) **Pre-Existing Medical Conditions.**

#### SECTION IV DEFINITIONS

Terms within this Policy which are **Capitalized**, **Bold** and **Italicized** are defined below.

**Common Carrier** means an air, land, or sea conveyance operated under a license for the transportation of passengers for hire.

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

**Complications of Pregnancy** means 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, preeclampsia 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, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 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.

**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 the Insured expects to travel to on his/her Trip, as shown on the travel documents.

Hospital means a short-term, acute, general hospital which:

- (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a physician or dentist;
- (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k));
- (6) is duly licensed by the agency responsible for licensing such hospitals; and
- (7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitory care.

**Immediate Family Member**" means husband, wife or domestic partner or child; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

**Inclement Weather** means any severe weather condition which delays the scheduled arrival or departure of a **Common Carrier** or causes closure of public roadways by government authorities and the **Insured** is traveling in an owned **or** rented vehicle.

Injury/Injured means physical bodily harm.

#### **Insured** means a person:

- (a) for whom any required application form has been completed; and
- (b) for whom any required cost has been paid; and
- (c) for whom a **Trip** is scheduled.

**Loss** means financial or physical 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 Appropriate** means an adequate and acceptable course of treatment or **Transportation** in the opinion of the onsite attending **Physician**.

**Mental or Emotional Disorder** means any condition or disease regardless of its cause, listed in the most recent edition of the American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders on the date the medical care or treatment is rendered to the **Insured**.

**Physician** means a licensed practitioner of the healing arts acting within the scope of their license. The treating physician cannot be the **Insured** or an **Immediate Family Member.** 

**Pre-Existing Medical Condition** means an **Injury**, **Sickness** or other condition of the **Insured** for which care, treatment, medical advice or diagnosis was recommended or received by a **Physician** within the 90 day period ending on the effective date of coverage.

Primary Residence means the Insured's fixed and permanent home for legal and tax purposes.

**Professional Athletic Event** means a sporting contest in which the **Insured** participates under contract in exchange for an agreed-upon salary. This does not include athletes participating in exchange for a scholarship or tuition.

#### Reasonable and Customary Charges means expenses which:

- (a) are charged for treatment, supplies, or medical services **Medically Appropriate** to treat the **Insured's** condition; and
- (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- (c) do not include charges that would not have been made if no insurance existed.

In no event will the reasonable and customary charges exceed the actual amount charged.

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

**Return Destination** means the **Primary Residence** of the **Insured**, or a different final **Destination** as shown in the travel documents.

**Riot** means three or more people violently disturbing the peace causing immediate danger, damage, or injury to others or to property.

Schedule means the Schedule of Benefits shown in the front of this Policy.

**Sickness** means an illness or disease diagnosed and/or treated by a **Physician** after the effective date of coverage of the Policy.

Standard Time means the local time zone at the Insured's location.

**Transportation** means any land, sea or air conveyance required to transport the **Insured** during an Emergency Evacuation.

Trip means a period of travel away from home to a **Destination** outside the **Insured's** city of residence. The trip has a defined **Departure Date** and **Return Date**; and does not exceed 180 days.

#### SECTION V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** Written notice of claim must be given to Travel Guard within twenty days after the occurrence or commencement of any **Loss** covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the **Insured** or the beneficiary to Travel Guard at 3300 Business Park Drive, Stevens Point, WI 54482 (telephone 1.800.826.1300), with information sufficient to identify the **Insured**, shall be deemed notice to the **Company**.

The **Insured** may initiate the claim online at <u>https://claims.travelguard.com/</u>. Utilizing this method will allow the **Insured** to view the status of the claim in real time.

The completed claim forms can be sent back to AIG Claims, Inc. via website, mail, fax or email.

Contact information:

- Online: <u>https://claims.travelguard.com/</u>
- Mail: PO Box 47, Stevens Point, WI 54481
- Telephone: 1.800.826.1300
- E-mail: <u>claimsdoc@aig.com</u>
- Fax: 1.715.345.1141

AIG Claims, Inc. will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, AIG Claims, Inc. may, at its discretion, require original documentation to be sent.

**Claim Forms:** AIG Claims, Inc., upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of **Loss**. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of **Loss** upon submitting, within the time fixed in the policy for filing proofs of **Loss**, written proof covering the occurrence, the character and extent of the **Loss** for which claim is made.

**Claim Procedures: Proof of Loss:** Written proof of **Loss** must be furnished to AIG Claims, Inc. at its said office within one hundred twenty days after the date of such **Loss**. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. The **Insured** must provide the following:

- (a) a trip invoice, itinerary or confirmation showing details of the Trip (dates of travel, destination, etc.); and
- (b) signed patient (or next of kin) authorization to release medical information; and
- (c) medical, treatment, emergency room, admission and/or discharge records detailing the condition that was treated; and
- (d) copies of all bills, invoices, receipts, and applicable credit card or bank statements pertaining to the claimed expenses; and
- (e) for claims due to **Injury**, a police, accident, incident or emergency room report which provides details of the event; and
- (f) any other information reasonably required to prove the Loss.

**Payment of Claims: When Paid:** Claims payable under this policy for any **Loss** will be paid immediately upon receipt of due written proof of such **Loss**.

Payment of Claims: To Whom Paid: Benefits are payable to the *Insured* who purchased this Policy. 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 the *Insured* and on file with Travel Guard; if none is available, then

- (b) to the **Insured's** spouse, if living. If no living spouse, then
- (c) 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 \$1,000 to a relative by blood or connection by marriage of the **Insured** or beneficiary who is deemed by the **Company** to be equitably entitled thereto. Any payment the **Company** makes in good faith fully discharges the **Company** to the extent of that payment.

**Recovery** - These paragraphs apply when another party (including any insurer) is or may be found to be responsible for an **Insured's Loss**, and the **Company** has provided benefits related to that **Loss**. As permitted by applicable state law, unless preempted by federal law, the **Company** may be subrogated to all rights of recovery against any such party (including the **Insured's** own insurance carrier) for the benefits the **Company** has provided to the **Insured** under this policy. Subrogation means that the **Company** has the right independently of the **Insured** to proceed directly against the other party to recover the benefits that the **Company** has provided.

Subject to applicable state law, unless preempted by federal law, the **Company** may have a right of reimbursement if the **Insured** or anyone on the **Insured's** behalf receives payment from any responsible party (including the **Insured's** own insurance carrier) from any settlement, verdict or insurance proceeds, in connection with the **Loss** for which the **Company** provided benefits. Under New York General Obligations Law Section 5-335, the **Company's** right of recovery does not apply when a settlement is reached between a plaintiff and defendant unless a statutory right of reimbursement exists. The law also provides that when entering into a settlement, it is presumed that the **Insured** did not take any action against the **Company's** rights or violate any contract between the **Insured** and the **Company**. The law presumes that the settlement between the **Insured** and the responsible party does not include compensation for the cost of health care services for which the **Company** provided benefits.

The **Company** requests that the **Insured** notify the **Company** within 30 days of the date when any notice is given to any party, including an insurance company or attorney, of the **Insured's** intention to pursue or investigate a claim to recover damages or obtain compensation due to the **Loss** sustained by the **Insured** for which the **Company** has provided benefits. The **Insured** must provide all information requested by the **Company** or the **Company's** representatives including, but not limited to, completing and submitting any applications or other forms or statements as the **Company** may reasonably request.

#### SECTION VI GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, **Schedule**, 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** may 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.

**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. The right to change the beneficiary is reserved to the *Insured*, and the consent of the beneficiary(ies) shall not be required to surrender this Policy or to change any beneficiary(ies), or to any other changes in this policy.

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

**Misstatement of Age**. If premiums and benefits are based on age and the **Insured** has misstated his or her age in a written instrument signed by the **Insured**, there will be a fair adjustment of premiums and benefits based on his or her true age.

**Misstatement of Information.** No misrepresentation shall avoid any contract of insurance or defeat recovery thereunder unless such misrepresentation was material. No misrepresentation shall be deemed material unless knowledge by the insurer of the facts misrepresented would have led to a refusal by the insurer to make such contract.

**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 5 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. Arbitration will be 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.** No statement made by the **Insured** shall avoid the insurance nor reduce benefits thereunder unless contained in a written instrument signed by the **Insured**.

**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 the **Loss** occurred while this Policy was in force.

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

**Controlling Law:** Any part of this Policy, which on its effective date, conflicts with the statutes of the state in which the **Insured** resides on such date is hereby amended to conform to the minimum requirements of such statutes.

T30361NUFIC-ME-NY

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### NON-FLIGHT ACCIDENTAL DEATH AND DISMEMBERMENT RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of the definitions, exclusions, limitations and provisions of the plan.

The **Company** will pay the **Insured** for this benefit for one of the Losses shown in the Table of Losses below if the **Insured** is **Injured** during the **Trip**. The **Loss** must occur within 180 days of the date of the accident that caused the **Injury**. The **Company** will pay the percentage shown below of the maximum limit shown in the **Schedule**.

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	
Both Hands or Both Feet	
Sight of Both Eyes	
One Hand and One Foot	
Either Hand or Foot, and Sight of One Eye	
Either Hand or Foot	
Sight of One Eye	

"Loss" with regard to:

(a) hand or foot means actual severance through or above the wrist or ankle joints;

(b) sight 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 for loss of life as shown above if the **Insured's** body cannot be located within one year after a disappearance due to an accident during the **Trip**.

Accidental Death and Dismemberment Exclusions: In addition to the General Exclusions, the following exclusions apply to the Flight Guard Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- (a) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the Insured; or
- (b) the **Insured's** participation in aviation, other than as a fare paying passenger on a scheduled or charter flight operated by a scheduled airline; or
- (c) pregnancy, except Complications of Pregnancy; or
- (d) Mental or Emotional Disorder of the Insured; or
- (e) Pre-Existing Medical Conditions.

**Complications of Pregnancy** means 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, preeclampsia 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, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 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.

Injury/Injured means physical bodily harm.

#### **Insured** means a person:

(a) for whom any required application form has been completed; and

- (b) for whom any required cost has been paid; and
- (c) for whom a **Trip** is scheduled.

**Mental or Emotional Disorder** means any condition or disease regardless of its cause, listed in the most recent edition of the American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders on the date the medical care or treatment is rendered to the **Insured**.

**Pre-Existing Medical Condition** means an **Injury**, **Sickness** or other condition of the **Insured** for which care, treatment, medical advice or diagnosis was recommended or received by a physician within the 90 day period ending on the effective date of coverage.

Schedule means the Schedule of Benefits shown in the front of this Policy.

**Trip** means a period of travel away from home to a destination outside the **Insured's** city of residence. The trip has a defined departure date and return date; and does not exceed 180 days. 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 shown in the travel documents.

**Proof of Loss:** The **Insured** must provide Travel Guard with the following:

(a) signed patient (or next of kin) authorization to release medical information; and

(b) medical, treatment, emergency room, admission, and/or discharge records detailing the condition that was treated; and

(c) for claims due to Injury, a police, accident, incident or emergency room report which provides details of the event.

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

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President

Secretary

T30363NUFIC-ADD-NY

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

#### TRAVEL MEDICAL EXPENSE MENTAL OR EMOTIONAL DISORDER EXCLUSION WAIVER RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following covered expense is added to the Travel Medical Expense benefit:

Treatment for Mental or Emotional Disorders, up to the maximum limit shown in the Schedule.

The exclusion for Mental or Emotional Disorders is removed.

**Mental or Emotional Disorder** means any condition or disease regardless of its cause, listed in the most recent edition of the American Psychiatric Association Diagnostic and Statistical Manual of Mental Disorders on the date the medical care or treatment is rendered to the insured.

**Schedule** means the Schedule of Benefits shown in the front of this Policy.

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

President

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Secretary

### NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### **HOSPITAL OF CHOICE RIDER**

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

The following Transportation coverage is added to the Emergency Evacuation Benefit:

The **Insured** may elect to be transported to another location or **Hospital** of the **Insured's** choice for further care, recovery or treatment if the initial **Transportation** has occurred and the **Insured** has been stabilized and is medically able to travel.

Hospital means a short-term, acute, general hospital which:

- (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a physician or dentist;
- (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861 (k) of United States Public Law 89-97 (42 USCA 1395x(k));
- (6) is duly licensed by the agency responsible for licensing such hospitals; and
- (7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitory care.

#### Insured means a person:

- (a) for whom any required application form has been completed; and
- (b) for whom any required cost has been paid; and
- (c) for whom a trip is scheduled.

**Transportation** means any land, sea or air conveyance required to transport the insured during an Emergency Evacuation.

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

11. 114

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER RIDER

This Rider is attached to and made part of your insurance plan. It is subject to all of its definitions, exclusions, limitations and provisions.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the Pre-Existing Medical Condition exclusion if the amount of coverage purchased equals all trip costs up to the maximum shown in the Schedule including any subsequent arrangements made for the same Trip. The Insured must update the coverage to include the additional cost of the subsequent arrangements within 15 days of payment to the Travel Supplier.

If the Insured does not insure all trip costs, this waiver will be terminated and the Pre-Existing Medical Conditions exclusion will apply.

If the **Insured's** trip costs are greater than the maximum amount shown in the Schedule, the waiver will still apply as long as the maximum amount of coverage is purchased.

This waiver does not apply to any trip taken for the purpose of receiving medical treatment.

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

Insured means a person:

- (a) for whom any required application form has been completed; and
- (b) for whom any required cost has been paid; and
- (c) for whom a trip is scheduled.

Pre-Existing Medical Condition means an injury, sickness or other condition of the Insured, for which care, treatment, medical advice or diagnosis was recommended by or received from a physician within the 3 month period ending on the effective date of coverage.

Schedule means the Schedule of Benefits shown in the front of this Policy.

Travel Supplier means the company or common carrier that provides travel arrangements for the Insured's Trip.

Trip means a period of travel away from home to a **Destination** outside the Insured's city of residence. The trip has a defined **Departure Date** and return date; and does not exceed 180 days. 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 shown in the travel documents.

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

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President

### **ASSISTANCE SERVICES**

All assistance services provided by AIG Travel, Inc. ("AIG Travel") are non-insurance services. AIG Travel will help arrange services, but any cost associated with securing the services are at the insured's sole expense.

#### **Travel Medical Assistance**

- Emergency medical transportation assistance
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Coordination of doctor or specialist
- Medical evacuation quote
- In-patient and out-patient medical case management
- Medical payment arrangements
- Coordinate the renting and/or replacement of medical equipment
- Physician/hospital/dental/vision referrals
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to the bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical cost containment/expense recovery
- Medical bill audits
- Coordinate shipment of medical records

#### 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
- Assist with obtaining long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate information
- 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
- Flight rebooking assistance
- Hotel rebooking assistance
- Rental vehicle booking assistance
- Coordinate emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connections coordination

#### **Concierge Services**

- Assist with restaurant reservations
- Ground transportation arrangements
- Event ticketing arrangements
- Tee times and course referrals
- Floral services

#### **Personal Security Assistance**

- Arrange emergency and security evacuations
- Coordinate consultants to extract client to safety
- 24/7 access to security and safety advisories, global risk analysis and consultation specialists
- Immediate security intelligence on events occurring throughout the world
- Collaborate with law enforcement

#### **Roadside Assistance**

24-Hour Roadside Assistance Services

- Towing Assistance When towing is necessary, the covered vehicle will be towed to the nearest service facility or to any location requested by the insured
- Flat Tire Assistance Service consists of the replacement of a flat tire with the covered vehicle's spare tire. Towing assistance will be provided if needed
- Oil, Fluid, and Water Delivery Service An emergency supply of oil, fluid, and water will be delivered to your covered vehicle
- Fuel Delivery Service An emergency supply of fuel will be delivered to any covered insured
- Lock-out Assistance Assistance will be provided in gaining lawful entry to a covered vehicle if the keys are lost or locked inside
- Battery Assistance Battery assistance (jump-start) will be provided to any insured
- Collision Assistance If a/an insured is involved in a collision in the covered vehicle, towing assistance will be arranged when needed, to direct the vehicle back to the issuing dealership, if possible, or to the nearest qualified repair facility

Roadside Assistance provided by Quest Towing Services, LLC, 106 West Tolles Drive, St Johns, MI 48879. \$50 limit per occurrence. The authorized service providers contracted to perform the service are independent contractors and not agents or employees of Quest Towing Services, LLC, or Travel Guard. To access the roadside assistance services, customer must contact Travel Guard directly to arrange for services to be rendered. Neither Quest Towing Services, LLC, Travel Guard, nor their affiliates can assume liability for any damages resulting from the acts of the service provider. Any personal injury or damage to a member's property must be filed against the service facility.

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#### **Cancel For Any Reason**

Cancel for Any Reason begins at 12:01 A.M. of the Traveler's Local Time on the date following payment of any required cost. It will end when the Trip is cancelled, or 2 days prior to the Departure Date (the date on which the Traveler is originally scheduled to leave on his/her Trip), whichever is earlier.

If the traveler is prevented from taking their trip, Travel Guard will refund the traveler for the expenses shown below, up to a Maximum of \$25,000, provided the Trip is cancelled no less than 2 days prior to the Departure Date.

Travel Guard will refund the following expenses:

- (a) 50% of the Cancellation Penalties for Unused travel arrangements; and
- (b) 50% of the Travel Supplier change fees; and
- (c) 50% of the cost of re-depositing frequent traveler awards utilized for the Trip.

The amount refunded will not exceed 50% of the Trip Cost, up to a Maximum of \$25,000. Cancel for Any Reason will not refund the increased cost of a reservation if the Traveler changes the Trip dates.

If the Traveler provides an inaccurate amount for Trip Cost during the purchase process, any amount refunded under the Cancel for Any Reason service will be reduced by a percentage proportional to the amount of plan cost that was underpaid.

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#### - KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -USA.....**1.800.826.1300**

24-Hour Emergency Travel Assistance........ 1.800.826.8597 Be sure to use the appropriate country and city codes when calling.

09/07/2022

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