## 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.

### 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.



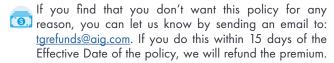
Please take note of the definitions for **Trip Cost** and Cancellation Penalties. They explain how to determine trip costs for different scenarios so you can accurately insure the trip costs you have invested.



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 www.travelguard.com, 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.





If you have a claim, you can file it online at https://claims.travelguard.com/ 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.
- 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.
- **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.
- **Exclusions**. The policy contains a General Exclusions 5 Exclusions. The policy contains a 2 state of the section that applies to all benefits. Some benefits will apply to the 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.
- Payment of Claims. If you file a claim with us, this section shows which documentation is required, and how and where to send it.
- 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!

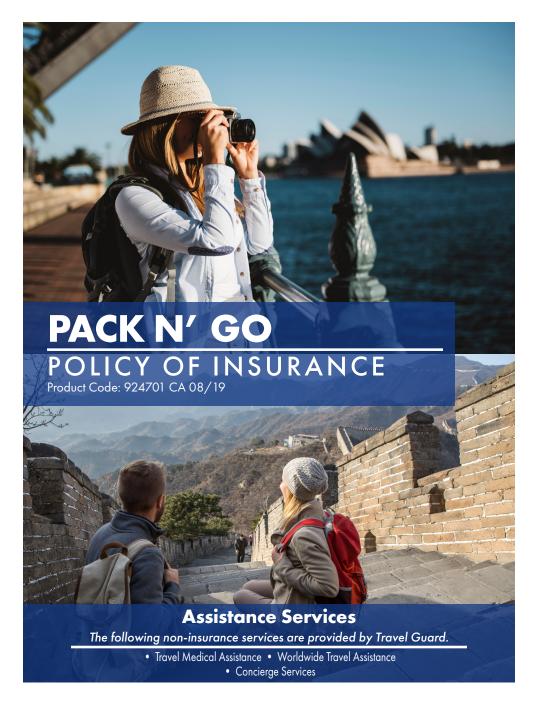
We are available at 1.800.826.1300







## Travel Guard®



#### STATE AND PRIVACY NOTICE

This document is only applicable to residents of California. 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: 175 Water Street, 15th Floor, New York, NY 10038 (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.

#### PLEASE READ THIS DOCUMENT CAREFULLY!

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

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

#### FIFTEEN DAY LOOK

You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your scheduled **Departure Date**. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy. After this 15 day period, the premium is non-refundable.

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

President

Secretary

T30361NUFIC-CA 2016

#### SCHEDULE OF BENEFITS **Maximum Limit Per Person** Missed Connection......\$500 Baggage Coverage.....\$1,000 Per-item restrictions apply, see benefit wording for details. Baggage Delay ......\$200 Travel Medical Expense \$25,000 Dental.....\$500

### **Optional Upgrades**

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

### **Lodging Expense Bundle**

Includes the following Upgrades



Trave	Inconvenience	500
Е	Bed Rest Accommodation	500

### For Questions or Information, Contact:





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.

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#### **SECTION I EFFECTIVE AND TERMINATION DATES**

#### WHEN COVERAGE BEGINS

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

All coverages will begin on:

(a) the date and time the **Insured** starts his/her **Trip**.

#### WHEN COVERAGE ENDS

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

All 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 **Insured's** arrival at the **Destination** on a one-way **Trip**; or
- (c) the date listed as the return date by the **Insured** on the application.

#### **Extension of Coverage - Late Return:**

All coverages will be extended, if:

- (a) the **Insured's** entire **Trip** is covered by the plan; and
- (b) the **Insured's** return is delayed by any of the **Unforeseen** events listed in 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

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**.

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** for Medical benefits; and for the **Insured Traveling Companion**, **Family Member** or **Business Partner** for all other benefits. 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 **Riot**, **Civil Disorder**, or insurrection; or
- (d) commission of or attempt to commit a felony by the Insured, a Family Member, a Traveling Companion, or Business Partner: or
- (e) being under the influence of drugs or narcotics, unless administered upon the advice of a **Physician** as prescribed;
- (f) intoxication above the legal limit at the **Insured's** location at the time of loss; or
- (g) any **Trip** taken by the **Insured** or **Traveling Companion** outside the advice of a **Physician**; or
- (h) the release, escape, or dispersal of: nuclear or radioactive contamination; pathogenic, poisonous biological or chemical materials

#### **PRIMARY INSURANCE**

The insurance provided by this Policy all coverages will be paid on a **Primary** basis. This is subject to recovery. The **Company** will pay the claim first then seek to recover any payments made by a third party.

## SECTION III BENEFITS

#### 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, or Business Partner. Sickness or Injury must be certified by a Physician;
  - (1) Sickness or Injury of an Insured, Traveling Companion, or 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 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** or **Traveling Companion** 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 or Traveling Companion'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;
- (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) the Insured will be attending a Family Member's or surrogate mother's Childbirth. The pregnancy must occur
  after the effective date of coverage and must be verified by medical records;
- (h) theft of passports, travel documents, or visas specifically required for the **Insured's Trip** within 14 days of the **Return Date**. The theft must be substantiated by a police report;
- the U.S. Department of State issues a travel warning for travel to a **Destination** specifically listed on the **Insured's** itinerary. The travel warning must be issued after the **Insured's** effective date of coverage;
- the Insured is unable to participate in a scheduled hunting, fishing, or sporting expedition due to a delay of the Insured's necessary personal sporting equipment by the Common Carrier;
- the United States government or local government at the **Destination** issues hunting or fishing activity restrictions, after the effective date of coverage, which prohibit the hunting or fishing activity for which the **Insured** has booked the **Trip**. Such restrictions include but are not limited to a government closure of the reserve, a ban on hunting or fishing, or the hunting or fishing activity being declared illegal;
- 1) Strike causing cancellation or delay of the Insured's pre-arranged travel services;
- (m) Inclement Weather causing cancellation or delay of the Insured's Trip;
- (n) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival.

**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**.

#### **Trip Interruption 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** and **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. However, Unforeseen Complications of Pregnancy are not excluded; or
- (d) Mental or Psychological 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; or
- (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/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** interrupted due to any of the **Unforeseen** events shown in the Trip Interruption section, and the **Insured** does not interrupt. The 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 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 guarantined;
- (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 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) Cancellation Penalties 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** location if the lost items are recovered.

#### **Special Limitations:**

The **Company** will reimburse the **Insured** up to:

- (a) \$500 for the first item, and:
- (b) \$250 for each subsequent item; and
- (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 24 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
- (i) loss resulting from defective materials or craftsmanship; or
- (k) damage caused by radioactive contamination; or
- (I) loss resulting from mysterious disappearance; or
- (m) loss resulting from normal wear and tear or deterioration; or
- (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.

#### 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** or **Declarations Page** 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 Necessary** 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

The **Company** will not pay for any expenses incurred after the Coverage Termination Date as shown in the Effective and Termination Dates section of this Policy, regardless of the reason.

#### **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** or **Declarations Page**.

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** 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 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) routine physical examinations or routine dental care; or
- (b) any treatment or medication which, at the time of departure, is required to be continued during the **Trip**; or
- (c) repair or replacement of hearing aids, any type of eye glasses, contact lenses, sunglasses, orthodontic equipment, artificial teeth and prosthetics; or
- (d) any service provided by the **Insured**, a **Family Member**, or **Traveling Companion**; or
- (e) alcohol or substance abuse or treatment for the same; or
- (f) **Experimental or Investigative** treatment or procedures; or
- (g) care or treatment which is not **Medically Necessary**, except for related reconstructive surgery resulting from trauma, infection or disease; or
- i) physical therapy or occupational therapy; or
- (i) intentionally self-inflicted Injury, suicide, or attempted suicide of the **Insured**; or
- k) the **Insured** traveling for the purpose of securing medical treatment; or
- (I) Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; or
- (m) expenses incurred by any **Child** born during the **Trip**; or
- (n) the Insured's participation in Adventure Activities, Extreme Activities or Dangerous Activities, except as a spectator; or

- (o) 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;
- (p) 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** or **Declarations Page**, for Covered Emergency Evacuation Expenses incurred due to an Insured's **Injury** or **Sickness** that occurs while on a **Trip**.

Covered Emergency Evacuation Expenses are the Reasonable and Customary Charges for Medically Necessary Transportation, 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 **Insured's Injury** or **Sickness** warrants the Emergency Evacuation; and
- (b) authorized in advance by Travel Guard. In the event the Insured's Injury or Sickness prevents prior authorization of the Emergency Evacuation, Travel Guard must be notified as soon as reasonably possible; and
- (c) by the most direct and economical route possible.

The **Company** will also pay a benefit for **Reasonable and Customary Charges** incurred for an **Escort's** or contracted **Attendant's** services, and the **Escort's** or **Attendant's** transportation and accommodations, if an attending **Physician** recommends that an **Escort** or **Attendant** accompany the **Insured**. This coverage is inclusive of the maximum limit of the Emergency Evacuation benefit.

#### 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 Necessary** treatment is needed but not locally available; and the **Insured** is medically able to travel; and
- (c) to the Insured's Primary Residence, or an adequate licensed medical facility nearest the Insured's Primary Residence, 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.

#### 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** or **Declarations Page** 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) embalming or cremation; and
- (b) associated temporary storage costs for up to 15 days, or until local authorities will permit further transportation of the body, whichever is later; and
- (c) the most economical coffins or receptacles adequate for transportation of the remains; and
- (d) transportation of the remains, by the most direct and economical conveyance and route possible, 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
- (e) 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.

#### **Advance Payment**

The **Company** will pay a benefit, up to the maximum limit shown in the **Schedule** or **Declarations Page**, 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** or **Declarations Page**. 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) Transportation taken against the advice of the attending Physician; or
- (b) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (c) the **Insured** traveling for the purpose of securing medical treatment; or
- (d) Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; or
- (e) the **Insured's** participation in **Adventure Activities**, **Extreme Activities** or **Dangerous Activities**, except as a spectator; or

- (f) Mental or Psychological Disorder of the Insured; or
- (g) expenses incurred by any **Child** born during the **Trip**; 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; or
- (i) Pre-Existing Medical Conditions.

#### TRAVEL INCONVENIENCE BENEFITS

The **Company** will pay a benefit to the **Insured** for the amount shown in the **Schedule** or **Declarations Page** if, while on a **Trip**, any of the following **Unforeseen** events occurs:

Coverage will be provided for the following additional inconveniences if the Lodging Expense Bundle upgrade is elected and any required cost is paid:

(a) **Bed Rest Accommodation** – the **Insured** is treated by a **Physician** for a **Sickness** or **Injury** during the **Trip**, and is required to stay on bed rest or is guarantined to their room for at least 48 hours.

The **Company** will pay the **Insured** for one occurrence of each **Unforeseen** event, per **Trip**. The maximum limit payable between all events will not exceed the Inconvenience Benefit limit shown in the **Schedule** or **Declarations Page**.

## 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.

**Attendant** means a **Traveling Companion**, **Family Member**, close friend, or a person contracted by the **Company** if there is no one else available, who, on the advice of the **Physician** (not required for Return of Child benefit), accompanies the **Insured** while being transported.

**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 self-sustaining 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.

**Civil Disorder** means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

**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 whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include hyperemesis gravidarum, preeclampsia, eclampsia, gestational diabetes, gestational hypertension, acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy, and spontaneous miscarriage.

Complications of pregnancy do not include **Physician**-prescribed rest during the period of pregnancy (except due to the conditions noted above), false labor, occasional spotting, morning sickness, elective abortion, and similar conditions associated with the management of a difficult pregnancy, not constituting a categorically distinct complication of pregnancy.

**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.

**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 who has registered as a domestic partner with the California Secretary of State.

**Escort** means a medically trained professional who is approved by the **Company**, and is contracted to accompany and provide medical care to an ill or **Injured** person while they are being transported.

**Extreme Activities** means BASE jumping, cliff diving, fly-by-wire, hang gliding, heli-skiing, heli-snowboarding, winasuit flying, **Mountain Climbing** (over 3,000 meters), parkour, scuba diving (beyond 40 meters).

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

Family Member means the Insured's, or Traveling Companion's spouse, 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.

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

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

- (a) for whom any required application form has been completed; 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** or their belongings 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**.

**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.

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

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pick-axes, anchors, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

**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 medical, surgical, or dental services 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**, **Traveling Companion**, **Family Member** or **Business Partner** for which care, testing or treatment was given or recommended by a **Physician**, within the 60 day period immediately preceding and including the purchase date of this plan.

**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.

**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 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.

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

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

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

**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.

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**.

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

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. The trip has a defined **Departure Date** and **Return Date**; and does not exceed 60 days.

**Trip Cost** means the **Insured's** share of the cost of a **Trip**. This is a fixed dollar amount and is shown in the **Schedule** or **Declarations Page**.

**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:** The *Insured* must contact Travel Guard as soon as reasonably possible, and be prepared to describe details regarding the **Loss** and the insured **Trip**. AIG Claims, Inc. will provide the claim form to the *Insured* for his or her review and signature.

The **Insured** may initiate the claim online at <a href="https://claims.travelguard.com/">https://claims.travelguard.com/</a>. 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: https://claims.travelguard.com/
- Mail: PO Box 47, Stevens Point, WI 54481
- Telephone: 1.800.826.1300
- E-mail: claimsdoc@aia.com
- Fax: 1.715.345.1141

Claims will be processed by AIG Claims, Inc.

**Notice of claim:** the *Insured* must provide notification of the claim to AIG Claims, Inc. no later than 1 year after the date of the *Loss*, or as soon as is reasonably possible. Failure by the *Insured* to make such notification may result in no benefits being paid.

Claim Procedures: Proof of Loss: The claim forms must be sent back to AIG Claims, Inc. no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Policy must be submitted to AIG Claims, Inc. no later than one year after the date of Loss or as soon as reasonably possible. All claims require the Insured to provide AIG Claims, Inc. with 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**.

Independent Medical Review: The Insured has the opportunity to seek an independent medical review whenever health care services have been denied, modified, or delayed by the Company, or by one of its contracting providers, if the decision was based in whole or in part on a finding that the proposed health care services are not Medically Necessary. For purposes of this provision, an Insured may designate an agent to act on his or her behalf. The provider may join with or otherwise assist the Insured in seeking an independent medical review, and may advocate on behalf of the Insured.

**Trip Interruption and Single Occupancy Proof of Loss:** The *Insured* must provide AIG Claims, Inc. with the followina:

- (a) documentation to support the reason for the 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 AIG Claims, Inc.), 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 and Missed Connections 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.

Travel Medical Expense and Emergency Evacuation and Repatriation of Remains Proof of Loss: The Insured must provide AIG Claims, Inc. 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;
- (c) copies of all bills, invoices, receipts, and applicable credit card or bank statements pertaining to the claimed expenses; and
- (d) for claims due to **Injury**, a police, accident, incident or emergency room report which provides details of the event.

**Payment of Claims: When Paid:** Payable claims will be paid as soon as AIG Claims receives and verifies the completeness of all required documentation of the **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 \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the **Company** makes in good faith fully discharges the **Company** to the extent of that payment.

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

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

#### The following provision applies to Trip Interruption:

**Recovery** - To the extent the **Company** pays for a **Loss** suffered by an **Insured**, the **Company** may recover from funds received by the **Insured** from a third party. The **Insured** will be made whole before the **Company** begins recovery. The **Insured** must help the **Company** preserve its rights against those responsible for its **Loss**. This may involve signing any papers and taking any other steps the **Company** may reasonably require. 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** to the extent of the **Company's** payment.

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

In the event the **Company** claims a portion of a third party recovery from a suit brought by the **Insured**, the **Company** will pay a pro-rate portion of the attorney's fees incurred in bring the suit.

**Coverage -** as used in this Recovery section, means any other fund or insurance policy except coverage provided under this Policy.

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

#### SECTION VI GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, **Schedule** or **Declarations Page**, application form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the **Company** 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 or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision. The right to change of beneficiary is reserved to the *Insured* and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

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

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

**Misstatement of Information.** If the **Insured** has provided inaccurate details about their **Trip** when applying for this Policy, 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.** The **Company** does not provide coverage if the **Insured** has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

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

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

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

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

#### IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

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

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

CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER SERVICES DIVISION 300 South Spring Street, South Tower Los Angeles, CA 90013

TELEPHONE NUMBER: 800.927.4357 | 800.482.4833 TDD

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

T30361 NUFIC-CA

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

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# Travel Guard®

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

USA.....**1.866.476.6698** 

International.........1.715.345.0505

24-Hour Emergency Travel Assistance......... 1.800.826.8597

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

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