# 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.
- 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 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.



Your policy may provide exita coverage, 522
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 neason, you can let us know by sending an email to: refund@travelguard.com. 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 www.aig.com/travelclaims 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 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.
- General Provisions. This section explains contractual 8 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!

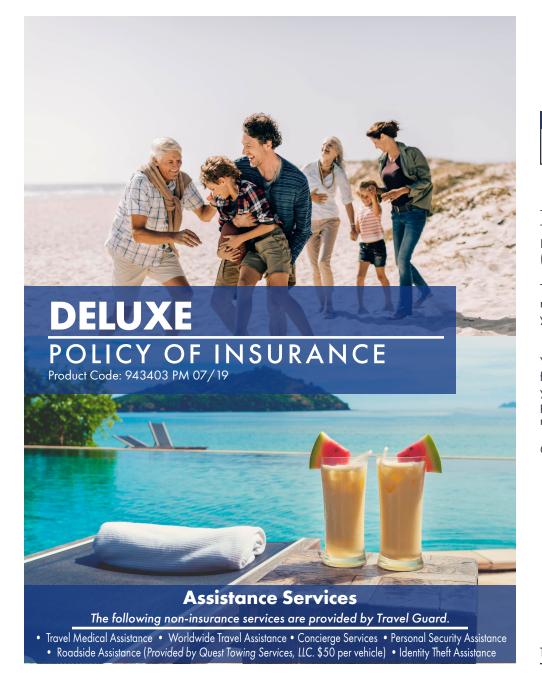
We are available 24/7 at 1.800.826.1300







# Travel Guard®



#### STATE AND PRIVACY NOTICE

This document is only applicable to residents of Connecticut, Michigan and South Dakota. 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: <a href="https://www.travelguard.com/default/privacynotice.aspx">www.travelguard.com/default/privacynotice.aspx</a>

#### 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.

Coverage may not be available in all states.

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

President

Secretary

T30361 NUFIC 2016

#### SCHEDULE OF BENEFITS

Trip Cancellation
Trip Exchange
Trip Interruption
Trip Interruption - Return Transportation Only \$1,000* Trip Saver
Trip Saver
Single Occupancy
Trip Delay up to \$200 per day, to a maximum of \$1,000 Missed Connection \$1,000 Baggage Coverage \$2,500 Per-item restrictions apply, see benefit wording for details.  Baggage Delay \$500 Travel Medical Expense \$100,000 Dental \$500
Missed Connection
Baggage Coverage\$2,500 Per-item restrictions apply, see benefit wording for details.  Baggage Delay\$500 Travel Medical Expense\$100,000 Dental\$500
Per-item restrictions apply, see benefit wording for details.  Baggage Delay\$500  Travel Medical Expense\$500  Dental\$500
Baggage Delay         \$500           Travel Medical Expense         \$100,000           Dental         \$500
Travel Medical Expense         \$100,000           Dental         \$500
Dental\$500
Emergency Evacuation and Repatriation of Remains \$1,000,000
Non-flight Accidental Death & Dismemberment \$30,000
Flight Guard \$100,000
Security Evacuation \$100,000
Travel Inconvenience Benefits up to a maximum of \$750
Closed Attractions
Missing Work \$250
Flight Delay \$250
Flight Cancellation \$250
Runway Delay\$250
Cruise Diversion \$250
River Cruise Diversion
Flight Diversion \$250
Rental Vehicle Breakdown\$250
Bed Rest \$250
Hotel Infestation \$250
Hotel Construction \$250
Baggage Delay (24 hours) \$250
Trip Delay (12 hours)
Rental Home Lockout (3 hours)\$250
Credit/Debit Card Cancelled\$250
Ancillary Evacuation Benefits
Return Transportationincluded
Return of Childrenincluded
Bedside Visitincluded
Bedside Traveling Companionincluded
Baggage Return included
Construction and Title Internation and Title Internation Detroit Transportation Only acceptable and the determined

<sup>\*</sup> Coverage for Trip Interruption and Trip Interruption-Return Transportation Only cannot be combined.

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### **Extra Coverage**

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



Deductible \$250

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

### **Optional Upgrades**

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

-	Cancel for Any Reason	50% of Trip Cost up to a maximum of \$75,000
7	or	75% of Trip Cost up to a maximum of \$112,500
		n is purchased and within 15 days of Initial Trip Payment)
4	Rental Vehicle Damage Coverage	\$50,000

### **Adventure Sports Bundle**

Includes the following Upgrades



### **Lodging Expense Bundle**

Includes the following Upgrades

Travel Inconvenience	
	Adds the following events to the Travel Inconvenience Benefit
Bed Rest Accommodation	\$500
(Only available for trips outside the United St	rates of America excluding Costa Rica)

### **Costa Rica Lodging Expense Bundle**

Includes the following Upgrades

	Travel Inconvenience	
>		Adds the following events to the Travel Inconvenience Benefit
	Bed Rest Accommodation	\$2,000
	(Only available for trips to Costa Rica)	<del>+</del> = /

#### Pet Bundle

Includes the following Upgrades

. 🛦	Pet Care	up to \$100 per day, to a maximum of \$500
7	Pet or Service Animal Medical Expenses	\$2,500 \$100 per day, to a maximum or \$300 \$100 per day.
u u W	Deductible \$100	. ,

Adds Trip Cancellation & Trip Interruption due to critical condition or death of domestic dog or cat

### **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.

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### **Name Your Family Member Bundle**

Includes the following Upgrades



Name Your Family Upgrade.....

1 Person

(Choose a person to be deemed a Family Member for the purpose of Family Member-related Unforeseen events)

## 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.

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# SECTION I EFFECTIVE AND TERMINATION DATES

#### WHEN COVERAGE BEGINS

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

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

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

Rental Vehicle Damage Coverage is effective when the **Insured** signs the rental agreement and takes possession of the rental vehicle provided the required cost has been paid on or before the date and time the rental agreement has been signed.

All other coverages will begin on:

(a) 12:01 A.M. local time on the scheduled **Departure Date** shown on the travel documents.

#### WHEN COVERAGE ENDS

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

Trip Cancellation and Trip Exchange 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**

Rental Vehicle Damage Coverage will end the earlier of: (a) the vehicle's return to the rental agency; or (b) 11:59 P.M. on the **Rental Return Date**. If the **Insured** extends the rental agreement, the **Insured** must also contact Travel Guard on or before the **Rental Return Date** to extend the Rental Vehicle Damage Coverage and pay the additional cost due, otherwise this coverage will end on the original **Rental Return Date**.

All other 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:**

All coverages except Trip Cancellation and Trip Exchange will begin up to 3 days prior to the originally scheduled **Departure Date** if, due to 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 and Trip Exchange 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 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.

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*, *Traveling Companion*, *Family Member*, *Host at Destination*, *Business Partner*, and *Pet*. 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; or
- (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.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The **Company** will waive the **Pre-Existing Medical Condition** exclusion if all of the following conditions are met:

- (1) the plan is purchased within 15 days of **Initial Trip Payment**; and
- (2) the **Insured** is medically able to travel when the plan is purchased; and
- (3) 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.

#### **PRIMARY INSURANCE**

The insurance provided by this Policy for 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 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, or Host at Destination. Sickness or Injury must be certified by a Physician;

- 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 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** or **Traveling Companion**, or **Host at Destination** 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 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 year. Notification of the transfer by the employer to the Insured must occur after the effective date of coverage;
- (f) 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;
- (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;
- (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;
- the **Insured** 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** 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** 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** 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) 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;
- (n) the Insured or a Traveling Companion is the victim of a Felonious Assault within 10 days prior to the Departure Date;
- (o) Mental or Psychological 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;
- (p) 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**;
- (q) 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.
- (r) Strike causing cancellation or delay of the Insured's pre-arranged travel services;
- (s) Inclement Weather causing cancellation or delay of the Insured's Trip;
- (t) a **Terrorist Incident** in a **City** listed on the **Insured's** itinerary within 30 days of the **Insured's** scheduled arrival:
- (u) cancellation of a **Trip** or delay of a **Common Carrier** as a result of a **Riot** or **Civil Disorder**;
- (v) mechanical/equipment failure of a Common Carrier which results in a delay of the Insured's Trip for at least 72 consecutive hours:
- (w) 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;*
- (x) the **Destination** is under a hurricane warning 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;
- (y) 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;

- (z) 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
- (aa) 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;

Coverage will be provided for the following additional **Unforeseen** event if the insurance is purchased within 15 days of **Initial Trip Payment**, and the Wedding Bundle upgrade is elected and any required cost is paid:

(bb) cancellation of a wedding by the bride or groom. Does not apply if the **Insured** is the bride or groom in the wedding.

Coverage will be provided for the following additional **Unforeseen** event if the Pet Bundle upgrade is elected and any required cost is paid:

(cc) 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**.

**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.

The amount reimbursed will not exceed the **Trip Cost**.

#### TRIP EXCHANGE

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) Cancellation Penalties for reservations that cannot be transferred; and
- (d) the cost paid for this Policy.

Trip Cancellation and Trip Exchange benefits cannot be combined.

#### **Trip Cancellation and Trip Exchange Exclusions:**

In addition to the General Exclusions, the following exclusions apply to the Trip Cancellation and Trip Exchange benefits. Unless otherwise specified below, these exclusions apply to the **Insured**, **Traveling Companion**, **Family Member**, **Host at Destination**, **Business Partner**, and **Pet**. 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) intentional harm to a **Pet** caused by the **Insured**, **Traveling Companion** or **Family Member**; or
- (c) the **Insured**, **Pet** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (d) Mental or Psychological 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/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;
  - (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 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** or **Host at Destination** 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;

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- (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) 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;
- (i) the Insured or a Traveling Companion is the victim of a Felonious Assault during the Trip;
- Mental or Psychological 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**;
- (k) the Insured, Traveling Companion or Family Member is confined in an inpatient rehabilitation facility for the purpose of overcoming addiction while on the Trip;
- (1) 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;
- (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) interruption of a **Trip** or delay of a **Common Carrier** as a result of a **Riot** or **Civil Disorder**;
- (q) mechanical/equipment failure of a **Common Carrier** which results in a delay of the **Insured's Trip** for at least 72 consecutive hours;
- (r) 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*;
- (s) The **Destination** is placed under a hurricane warning, as issued by the NOAA hurricane center, after the **Departure Date**;
- (t) 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;

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(u) 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.

Coverage will be provided for the following additional **Unforeseen** event if the Pet Bundle upgrade is elected and any required cost is paid:

(v) 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**.

**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 – 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.

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

In addition to the General Exclusions, the following exclusions apply to the Trip Interruption and Trip Interruption, Return Transportation Only benefits. Unless otherwise specified below, these exclusions apply to the **Insured**, **Traveling Companion**, **Family Member Host at Destination**, **Business Partner**, and **Pet**. 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, Pet or Traveling Companion traveling for the purpose of securing medical treatment; or
- (c) Mental or Psychological Disorder of the Insured, unless hospitalized at least overnight; or
- (d) the Insured's participation in Adventure Activities, Extreme Activities or Dangerous Activities, except as a spectator. This exclusion will be waived for Adventure Activities and Extreme Activities if the Adventure Sports Bundle is elected and any required cost is paid; 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/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.

#### 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 or interrupt. The Trip Cancellation and 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/or 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.

#### **TRIP SAVER**

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, due to **Inclement Weather**, 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**.

#### 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:

- (a) Closed Attractions the ski resort, golf course or amusement park at the Insured's Destination closes all or part of its facilities due to lack of snow, Inclement Weather or Strike causing cessation of services during operating hours;
- (b) **Missing work** the **Insured's** arrival at the **Return Destination** is delayed by 2 or more days due to a **Common Carrier** delay. Documentation that the **Insured** is scheduled to work, such as a written statement from the employer, will be required. 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;
- (c) **Flight Delay** the arrival of the **Insured's** airline flight at the **Destination** or **Return Destination** is delayed by 12 or more hours by the **Common Carrier**, based on the arrival time at the ticketed arrival airport. In the event of a dispute regarding the length of the delay, information from the U.S. Department of Transportation or other similar governmental sources will be considered the final authority;
- (d) Flight Cancellation the complete cancellation of a Common Carrier flight on which the Insured had
  a confirmed ticket:
- (e) Runway Delay the Insured's Common Carrier flight is delayed on the runway for 2 or more consecutive hours. In the event of a dispute regarding the length of the delay, information from the U.S. Department of Transportation or other similar governmental sources will be considered the final authority;
- (f) Cruise Diversion the Insured's cruise does not stop at a scheduled port of call due to Inclement Weather, a Terrorist Incident, a medical incident involving another passenger on the ship, or a Natural Disaster:
- (g) River Cruise Diversion the Insured's river cruise is unable to sail due to insufficient or excess water levels, and the Travel Supplier provides only land-based alternative accommodations;
- (h) Flight Diversion the Insured's Common Carrier flight arrives at a different airport than the originally ticketed Destination;
- (i) **Rental Vehicle Breakdown** the **Insured's** rental vehicle breaks down, causing the **Insured** to arrive at least 24 hours late at the **Destination** or **Return Destination**:
- (j) **Bed Rest** 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 quarantined to their room for at least 48 hours;

- (k) **Hotel Infestation** the **Insured** is required to stay at a different hotel than the one originally booked due to an insect or rodent infestation;
- (1) Hotel Construction the hotel the Insured is booked to stay in is undergoing construction or renovation, which prevents the Insured from accessing the pool, fitness room, water park, or restaurants which the Insured would otherwise have access to:
- (m) Baggage Delay the Insured's Baggage is delayed for 24 hours en route to the Destination or Return Destination;
- (n) **Trip Delay** the **Insured's Common Carrier** transportation is delayed from reaching the **Destination** or **Return Destination** for 12 or more hours;
- Rental Home Lockout if the key(s) to the Insured's hotel or vacation rental property are lost, stolen or damaged, preventing access to the property for 3 or more hours;
- (p) Credit/Debit Card Cancelled the Insured's credit or debit card is cancelled while on the Trip for reasons outside the Insured's control.

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

(q) **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**.

#### **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; 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
- (a) 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.

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

Coverage is provided for this benefit if the Rental Vehicle Damage Coverage upgrade is elected and any required cost is paid.

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**.

If the rental agency does not accept this coverage and requires the **Insured** to purchase another Rental Vehicle Damage policy, the **Insured** must contact Travel Guard by emailing <u>refund@travelguard.com</u> to obtain a refund. Requests received after the **Rental Return Date** will require a copy of the rental invoice showing the charges for the additional insurance.

#### **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.

#### **PET CARE**

Coverage is provided for this benefit if the Pet Bundle upgrade is elected and any required cost is paid.

This benefit applies if the **Insured** has placed their **Pet** in a kennel for the duration of the **Trip**, or has prearranged in-home 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 Cancellation, Trip Interruption or Trip Delay.

#### **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.

#### **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.

#### 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
- (e) treatment for **Mental or Psychological Disorders**, up to the maximum limit shown in the **Schedule** or **Declarations Page**; and
- physical therapy or occupational therapy up to 30 visits. Visits must occur within 90 days of the date of the **Injury** or **Sickness** or prior to the **Return Date**, whichever is later.

The **Company** will pay a benefit to reimburse the **Insured** for these expenses for all treatment related to the initial **Injury** or **Sickness** for 365 days from the date of the first treatment during the **Trip**, or until the **Return Date**, whichever is later.

#### **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
- (h) intentionally self-inflicted Injury, suicide, or attempted suicide of the **Insured**; or
- (i) the **Insured** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (j) Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; or
- (k) expenses incurred by any Child born during the Trip; or
- (I) Mental or Psychological Disorder of the Insured; or
- (I) the Insured's participation in Adventure Activities, Extreme Activities or Dangerous Activities, except as a spectator. This exclusion will be waived for Adventure Activities and Extreme Activities if the Adventure Sports Bundle upgrade is elected and any required cost is paid; or
- (m) 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
- (n) Pre-Existing Medical Conditions.

#### PET OR SERVICE ANIMAL TRAVEL MEDICAL EXPENSE BENEFIT

Coverage is provided for this benefit if the Pet Bundle upgrade is elected and any required cost is paid.

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** (and after satisfaction of the **Deductible**) if, while on a **Trip**, the **Insured's Pet** or **Service Animal** traveling with the **Insured** suffers a **Sickness** or an **Injury** that requires the **Pet** or **Service Animal** to be treated by a **Physician**. Initial treatment by a **Physician** must occur during the **Trip**.

#### **Pet or Service Animal Medical Covered Expenses:**

The **Company** will pay a benefit to reimburse the **Insured** for the **Medically Necessary** expenses incurred by the **Insured's Pet** for:

- (a) services of a **Physician**; and
- (b) Animal Emergency Clinic charges; and
- c) X-rays

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.

#### Pet or Service Animal Travel Medical Expense Exclusions:

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

- (a) routine physical examinations or routine veterinary care; or
- (b) routine dental care: or
- any service provided by the **Insured**, a **Family Member** or a **Traveling Companion**; or
- (d) Experimental or Investigative treatment or procedures; or
- (e) care or treatment which is not **Medically Necessary**; or
- (f) intentional harm to the **Pet** or **Service Animal** caused by the **Insured**, **Family Member** or **Traveling Companion**; or
- (g) traveling for the purpose of securing medical treatment for the **Pet** or **Service Animal**; or
- (h) pregnancy or giving birth; or
- (i) the **Pet's** participation in races, shows, or other competitive events; or
- (j) 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
- (k) 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**; and
- (d) once the initial **Transportation** has occurred and the **Insured** has been stabilized and is medically able to travel, the **Insured** may request to be **Transported** to another location or **Hospital** of the **Insured's** choice for further care, recovery or treatment.

**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 or Traveling Companion 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. This exclusion will be waived for Adventure Activities and Extreme Activities if the Adventure Sports Bundle upgrade is elected and any required cost is paid; or
- (f) Mental or Psychological Disorder of the Insured; or
- g) expenses incurred by any **Child** born during the **Trip**; or
- n) 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.

#### NON-FLIGHT ACCIDENTAL DEATH AND DISMEMBERMENT

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 OTHER THAN** while riding as a passenger in or boarding or alighting from or being struck or run down by a certified passenger aircraft provided by a **Common Carrier** and operated by a properly certified pilot. The Loss must occur within 365 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** or **Declarations Page**.

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.

Loss of Life	
Sight of One Eye	

**Table of Losses** 

"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**.

See Flight Guard® below for exclusions that also apply to this benefit.

#### **FLIGHT GUARD®**

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** while riding as a passenger in, or boarding, or alighting from, or being struck or run down by a certified passenger aircraft provided by a **Common Carrier** and operated by a properly certified pilot. The **Loss** must occur within 365 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** or **Declarations Page**.

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.

Loss of Life	% of maximum limit
Both Hands or Both Feet	
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot, and Sight of One Eye	100%
Either Hand or Foot	50%
Sight of One Eye	50%

"Loss" with regard to:

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

#### Non-Flight Accidental Death and Dismemberment and Flight Guard Exclusions:

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

- (a) death caused by or resulting directly or indirectly from **Sickness** or disease of any kind; or
- (b) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; or
- (c) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (d) the Insured or Traveling Companion traveling for the purpose of securing medical treatment; or
- (e) the **Insured's** participation in **Adventure Activities**, **Extreme Activities** or **Dangerous Activities**, except as a spectator. This exclusion will be waived for **Adventure Activities** and **Extreme Activities** if the Adventure Sports Bundle upgrade is elected and any required cost is paid; or
- Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; or
- (g) Mental or Psychological Disorder of the Insured; 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.

#### **SECURITY EVACUATION**

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.

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:

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- (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
  - 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.

# SECTION IV

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

Actual Cash Value means purchase price less depreciation.

**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.

**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.

**Animal Emergency Clinic** means a facility that is licensed to operate according to law for the care and treatment of sick or **Injured Pets** or **Service Animals**.

**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.

**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 an opposite or a same-sex partner who is at least 18 years of age and who:

- (a) resided with the **Insured** for at least 6 months; and
- (b) shared financial assets and obligations with the **Insured** for at least 6 months; and

- (c) is not related by blood to the *Insured* to a degree of closeness that would prohibit a legal marriage; and
- (d) neither the **Insured** nor domestic partner is married to anyone else, nor has any other domestic partner.

The **Company** may require proof of the domestic partner relationship in the form of a signed and completed affidavit of domestic partnership.

**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.

**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.

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

**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.

**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. If the Name Your Family upgrade is elected and any required cost is paid, Family Member also includes the person listed on the application.

**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.

**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**.

**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.

#### 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**.

**Initial Trip Payment** means the first payment made to the **Insured's Travel Supplier** toward the cost of the **Insured's Trip**, regardless of whether this payment is refundable. A "good faith deposit" or a "holding payment" is not considered the initial trip payment until the payment is applied to confirmed dates of travel. The date the initial trip payment is made will be day 1 of the period during which additional insurance options may be purchased.

**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;
- (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.

**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.

**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.

**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 medical, surgical, dental or veterinary 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**, **Host at Destination**, **Business Partner**, **Pet** or **Service Animal** to which any of the following applied within the 90 day period immediately preceding and including the purchase date of this plan: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment, or; (b) care, testing or treatment was given or recommended by a **Physician**, or; (c) required a change in prescribed medication.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- (a) between a brand name and a generic medication with comparable dosage; or
- (b) an adjustment to insulin or anti-coagulant dosage.

Death resulting from a pre-existing medical condition will not be excluded. The death must occur prior to the termination date of the benefit under which the claim is being made.

**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 or the condition of the **Insured's Pet** or **Service Animal**: 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.

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

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

**Service Animal** means any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items. Service Animal will also include animals used for psychiatric or emotional support (i.e. "comfort animals") if a **Physician** certifies that such an animal is required for the **Insured** to travel.

**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. For the Security Evacuation benefit, Transport/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.

**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 364 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.

**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.

# 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 www.aig.com/travelclaims. 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: www.aig.com/travelclaims

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

Claims will be processed by AIG Claims, Inc.

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.

**Notice of claims:** 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**.

# Trip Cancellation, Trip Exchange, Trip Interruption, Trip Interruption – Return Transportation Only, Pet Care and Single Occupancy 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 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;
- (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; and
- (f) for Trip Exchange claims, documentation confirming the cost of the original reservation and the new reservation, as well as any fees paid to change the reservation; and
- (g) for Pet Care claims, written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

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, Missed Connections, and Trip Saver 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.

**Travel Inconvenience Benefits Proof of Occurrence:** The *Insured* must provide AIG Claims, Inc. with documentation to support that the claimed event occurred.

#### 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; and
- (e) a copy of homeowner's or renter's insurance declarations page, along with a copy of the Explanation of Benefits from such insurance (this is not required if the Baggage Bundle upgrade is elected and any required cost is paid).

#### 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.

# **Rental Vehicle Damage Coverage Proof of Loss:** The *Insured* must provide AIG Claims, Inc. 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.

# Travel Medical Expense, Emergency Evacuation and Repatriation of Remains, Non Flight Accidental Death & Dismemberment, Flight Guard and Pet or Service Animal Medical Expense 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, veterinary, and/or discharge records detailing the condition that was treated; and
- (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.

#### Security Evacuation Proof of Loss: The Insured must provide AIG Claims, Inc. with the following:

- (a) copies of all bills, invoices, receipts, and applicable credit card or bank statements pertaining to the claimed expenses: and
- (b) documentation to support the reason for the security evacuation copies of advisories issued, documentation of the **Natural Disaster**, etc.; and
- (c) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- (d) for claims due to Verified Physical Assault or Verified Threat of Physical Assault, 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, Inc. 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.** 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 all benefits except Non-Flight Accidental Death & Dismemberment and Flight Guard:

**Recovery -** To the extent the **Company** pays for a **Loss** suffered by an **Insured**, the **Company** will be assigned the rights and remedies the **Insured** had relating to the **Loss**. 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.

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

**Right of Recovery, Security Evacuation Benefit:** If, after a Security Evacuation is completed, it becomes clear that the **Insured** was an active and willful participant in the events that led to the occurrence, the **Company** has the right to recover all **Transportation** and related costs from the **Insured**.

**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.

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.

#### STATE EXCEPTIONS

#### Connecticut

The **General Exclusion** relating to being under the influence of drugs or narcotics is replaced with the following: "voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the **Insured**;"

The **General Exclusion** "accidental release, escape or dispersal of: nuclear or radioactive contamination; pathogenic, poisonous biological or chemical materials" is deleted in its entirety.

The Excess Insurance Limitation provision does not apply to the health benefits.

The **Travel Medical Expense** exclusion relating to alcohol or substance abuse is amended to read "Intoxication or voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the **Insured**".

The **Travel Medical Expense** exclusions relating to suicide or attempted suicide and **Mental or Psychological Disorders** are deleted.

The **Travel Medical Expense** exclusion relating to **Experimental or Investigative** treatment or procedures is amended to add the following: "unless such treatment or procedure has successfully completed a phase III clinical trial of the federal Food and Drug Administration;"

The following definition is added:

"Intoxication" means a person with an elevated blood alcohol content of a ratio of alcohol in the blood of such person that is eight-hundredths of one per cent or more of alcohol, by weight or such person has sustained such **Injury** while under the influence of intoxicating liquor or any drug or both.

The definition of **Medically Necessary** is deleted in its entirety and replaced with the following: **Medically Necessary** means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, **Injury**, disease, or its symptoms, and that are (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site, and duration and considered effective for the

patient's illness, *Injury*, or disease; and (3) not primarily for the convenience of the patient, physician, or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, *Injury*, or disease. "Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

The **Pre-existing Medical Condition** definition is replaced as follows: **Pre-existing Medical Condition** means any loss or expense incurred as the result of an **Injury**, **Sickness** or other condition (including any condition from which death ensues) of an **Insured**, **Traveling Companion**, **Service Animal**, **Business Partner** or **Family Member** for which medical advice, diagnosis, care or treatment was recommended or received within 90 days immediately preceding the **Insured's** coverage effective date.

The **Travel Medical Expense Payment of Loss** provision is amended to add the following provision regarding appeals for medical claims which have been denied. If your medical claim is denied in whole or in part by the **Company** based on medical necessity or refusal by the **Company** to pre-certify, you may appeal the denial to the Commissioner of Insurance. Your appeal to the Commissioner must be made within sixty (60) days of your receipt the **Company's** final written notice of denial. Your written appeal must be submitted on forms provided by and prescribed by the Department of Insurance and must include a general release, executed by You, of all pertinent medical records and a filing fee of twenty-five dollars (\$25). The decision by the Department of Insurance is final and binding.

The **Arbitration** provision is amended to add "Arbitration is voluntary and non-binding.

#### **Michigan**

The first sentence of the **Fifteen Day Look** provision is amended to state that advance notice must be given.

The **Excess** provision language in the Security Evacuation and Excess Insurance Limitation are deleted in its entirety and replaced with the following language "This policy will share on a pro rata share basis with other valid and collectible insurance of the same type purchased by the **Insured** to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits".

There can be no additional charge to upgrade a benefit to primary.

Rental Property Damage Coverage Exclusion (b) is replaced with: intentional acts of the Insured;

The **Disagreement Over Size of Loss** provision is replaced with the following: If the **Insured** and **Company** fail to agree on the **Actual Cash Value** or amount of the **Loss**, either party may make a written demand that the amount of the **Loss** or the **Actual Cash Value** be set by appraisal. If either makes a written demand for appraisal, each party shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand. The 2 appraisers shall then select a competent, impartial umpire. If the 2 appraisers are unable to agree upon an umpire within 15 days, the **Insured** or **Company** may ask a judge of the circuit court for the county in which the **Loss** occurred or in which the property is located to select an umpire, unless the **Insured** consents to another location after the arbitral dispute occurs. The appraisers shall then set the amount of the **Loss** and **Actual Cash Value** as to each item. If the appraisers submit a written report of an agreement to the **Company**, the amount agreed upon shall be the amount of the **Loss**. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by

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any 2 of these 3 shall set the amount of the **Loss**. The decision of the umpire must meet the same standards that would be adhered to by a local court of competent jurisdiction. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by the **Insured** and the **Company**.

**Recovery Provision** - The last paragraph is amended to add "You are not forbidden from filing a lawsuit against the **Company** within the statute of limitations to have any dispute settled by a court of proper jurisdiction when you believe we have not appropriately responded to your requests concerning such proceedings or have acted inappropriately in handling your claim.

The Arbitration provision is replaced with the following: 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, in the county where the **Insured** resides, unless the **Insured** consents to another location after the arbitral dispute occurs. Arbitration will be administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. The **Insured** may select his own independent arbiter and provide the Judgment upon the award rendered in such arbitration may be entered in a court having jurisdiction in the county where the **Insured** resides. Decisions rendered by the arbiters must meet the same standards that would be adhered to by a local court of competent jurisdiction. The Insured may ask a circuit court judge of the county in which the loss occurred or in which the property is located to select an umpire when the two independent arbiters are unable to agree upon an umpire. The **Insured** may select his own independent arbiter and may have independent arbiter 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.

#### South Dakota

General Exclusion item (e - being under the influence of drugs or narcotics...) is deleted in its entirety.

The definition of **Physician** is amended to add "unless he or she is the only doctor in the area provided that the doctor is acting within the scope of practice".

The **Disagreement Over Size of Loss** provision is amended to add: Any appraisal must be mutually agreed upon by the **Insured** and **Company** with the results nonbinding.

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The **Legal Actions** provision is amended to replace the expiration period of 5 years with 6 years.

The **Arbitration** provision is amended to state that the results of any arbitration are non-binding.

T30361 NUFIC

#### 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)

#### **ADDITIONAL 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.

Terms that are bold, italicized and capitalized refer to the defined terms in the insurance Policy.

#### **CANCEL FOR ANY REASON**

Cancel for Any Reason becomes effective at 12:01 A.M. **Standard Time** on the date following payment to the **Company** of any required cost. It will end when the **Trip** is cancelled, or two (2) days prior to the **Departure Date**, whichever is earlier.

The **Company** will pay a benefit to reimburse the **Insured** up to the Maximum Limit shown in the **Schedule** or **Declarations Page** for the expenses shown below, if the **Insured** cancels his/her **Trip** for any reason not otherwise covered under the Policy, provided the **Trip** is cancelled no less than 2 days prior to the **Departure Date**.

Cancel for Any Reason covered expenses include:

- (a) 50% or 75% of the Cancellation Penalties for Unused travel arrangements; and
- (b) 50% or 75% of the **Travel Supplier** change fees; and
- (c) 50% or 75% of the cost of re-depositing frequent traveler awards utilized for the **Trip**.

The amount reimbursed will not exceed 50% or 75% of the **Trip Cost**. Cancel for Any Reason will not provide coverage for the increased cost of a reservation if the **Insured** changes the **Trip** dates.

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

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

President

Secretary

#### 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 auote
- 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 inured 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

#### **Identity Theft Assistance**

- Assist identity theft victim with ordering and reviewing credit bureau records
- Assist identity theft victim with investigating financial accounts where identity theft is suspected
- Assist identity theft victim with communications to creditors regarding identity theft incident(s)
- · Collaborate with law enforcement
- · Assist identity theft victim in reviewing account activity
- Obtain additional resources as needed
- \* Non-insurance services are provided by Travel Guard.
- \*\* 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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# Travel Guard®

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

USA.....**1.800.826.1300** 

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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