## 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.

## **Requirements to Purchase a Policy**

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

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

## What You Should Know

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

The policy is designed to reimburse you after a Loss is incurred and a claim is filed. The Payment of Claims section supplies additional information on what is needed to file a claim.

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

The policy uses the term "days" throughout the document. With the exception of its usage with specific times, like those used in the Effective and Termination Dates section, e.g. 11:59 P.M. on the day before the scheduled **Departure Date**, they will refer to the actual number of days, regardless of the time of day. For example, if you are traveling June 1 st, June 2nd and June 3rd, your trip length is 3 days, no matter what time you leave or return.

We understand that trip plans can change. If your dates of travel change, or you pay for additional trip components, you must update your application with us to include the additional trip components and/ or any other changes. You can easily do this online at <u>www.travelguard.com</u>, or you can call us at 1.866.385.4839. If you travel without updating your application and then file a claim, the benefit payment may be reduced.

- Your policy may provide extra coverage, such as a Pre-existing Medical Condition Exclusion Waiver, if you purchase the insurance with the initial trip deposit. Check the Schedule or Declarations Page for a complete list of benefits and benefit amounts.
- If you have a claim, you can file it online at <u>www.aig.com/travelclaims</u>or contact us at 1.866.385.4839 between 7a.m. and 7p.m. Central Time.
- If you need to contact Travel Guard for questions or
- Provide a contact index of contact index of the contact index of the

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

Schedule of Benefits. This lists the base policy benefits and the amount of coverage for each benefit, as well as options you may add to your policy. Each of these benefits will pay up to the limit shown for covered losses.

2 Effective and Termination Dates. It's important for both of us to know when your coverage is active. This section explains when each of the benefits in the policy start and when they end.

3 **Definitions.** You'll notice that some words in this policy are **Capitalized**, **Bold** and **Italics**. These are words that have specific meanings in the policy, and it's important that you know exactly what they are. When you see a capitalized, bold, italicized word, you can find the applicable meaning in the Definitions section.

Benefits. Each benefit in your policy will state the events or losses we will cover. You will also find an explanation of the payments we will make if one of those events occurs. Not every loss may be covered, and not every expense incurred in a loss may be paid, so please read the policy carefully. 5 Exclusions. The policy contains a General Exclusions section that applies to all benefits. Some benefits will include an exclusions section that will only apply to that particular benefit. The exclusions section lists the items or types of losses that are not covered under the policy, so be sure to read them as well to get a full understanding of how your benefits apply.

**6** Pre-existing Medical Condition Exclusion Waiver. If you have this coverage, it will waive the pre-existing medical conditions exclusions in the benefits where they may otherwise not be covered. If you do not have this coverage, please refer to the Exclusions sections to learn how pre-existing conditions may affect your benefits.

Payment of Claims. If you file a claim with us, this section shows which documentation is required, and how and where to send it.

**B** General Provisions. This section explains contractual details of the policy.

Services. In addition to the insurance coverage provided by the policy, Travel Guard offers world-class assistance services to our customers.

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

## We are available 24/7 at 1.866.385.4839



# Travel Guard®



# Travel Guard®

## VACATION AND CRUISES PLAN POLICY OF INSURANCE

Product Code: 944101 FL 11/20



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

• Travel Medical Assistance • Worldwide Travel Assistance

## STATE AND PRIVACY NOTICE

This document is only applicable to residents of Florida. If you are from any other state, <u>click here</u> to find your statespecific Policy, or call Travel Guard at 1.866.385.4839. To view and print a copy of our privacy notice, please visit: <u>www.travelguard.com/default/privacynotice.aspx</u>

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

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

## INDIVIDUAL TRAVEL PROTECTION POLICY

## IMPORTANT

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

## PLEASE READ THIS DOCUMENT CAREFULLY!

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

This Policy is a legal contract between the Insured and the Company. It is important that you read your Policy carefully. Please refer to the **Schedule** or and **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.

For inquiries, information about coverage or for assistance in resolving complaints: 1-800-551-0824

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

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President

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Secretary

T30361NUFIC-FL

## **SCHEDULE OF BENEFITS**

	Maximum Limit Per Person
Trip Cancellation	.100% of Trip Cost up to a maximum of \$100,000
Trip Interruption	125% of Trip Cost up to a maximum of \$125,000
Trip Delay	up to \$150 per day, to a maximum of \$500
Missed Connections	\$750
Baggage Coverage	\$1,500
Baggage Delay	\$500
Travel Medical Expense	\$20,000
Dental	\$500
Emergency Evacuation and Repatriation of Remains	\$50,000
Non-flight Accidental Death & Dismemberment	\$65,000
Travel Inconvenience Benefits	
Closed Attractions	\$500
Missing Work	\$500
Runway Delay	
Bed Rest	\$500
Hotel Infestation	
Hotel Construction	\$500
Kidnapped	\$500
Rental Home Lockout	\$500
Credit/Debit Card Cancelled	\$500

## **Extra Coverage**

The following is included at no additional cost if the policy is purchased with Initial Trip Payment.

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

## For Questions or Information, Contact: 7 <u>www.TravelGuard.com</u> ()1.866.385.483

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 coverages are effective at 12:01 A.M. **Standard Time** on the date following payment to the **Company** of the required cost.

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

All other coverages will begin on the later of:

- (a) 12:01 A.M. Standard Time on the scheduled Departure Date shown on the travel documents; or
- (b) the date and time the **Insured** starts his/her **Trip**.

## WHEN COVERAGE ENDS

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

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

## **Post-Departure Benefits**

All other coverages end 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 - Late Return:

All coverages except Trip Cancellation will be extended, if:

- (a) the **Insured's** entire **Trip** is covered by the plan; and
- (b) the Insured's return is delayed by Inclement Weather or any of the Unforeseen events listed in Trip Cancellation, Trip Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

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

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 III BENEFITS

## TRIP CANCELLATION

## SECTION II GENERAL EXCLUSIONS

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

- (a) any loss that occurs at a time when the applicable benefit is not in effect, as outlined in the Effective and Termination Dates section; or
- (b) war or act of war, whether declared or not; or
- (c) participation in a 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 with 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 2 days of payment to the **Travel Supplier**.

This waiver is limited to the first \$100,000 of **Cancellation Penalties**. This limit does not apply to the medical benefits. If the **Insured** does not insure all **Trip Costs**, this waiver will be terminated and the **Pre-Existing Medical Conditions** exclusion will apply. If the **Insured's Trip Costs** are greater than \$100,000, the waiver will still apply as long as the amount of coverage purchased is \$100,000.

## **EXCESS INSURANCE LIMITATION**

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

## **PRIMARY INSURANCE**

The insurance provided by this Policy all coverages except Travel Medical Expense 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.

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 or Business Partner. 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 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 is called to active military service or as a reservist, or military leave is revoked or reassigned. The military leave for the dates of travel must be approved prior to the effective date of coverage;
- (d) the Insured or Traveling Companion, (or, if the Insured is a Child, the Insured's parent or legal guardian), is involuntarily terminated or laid off from their employment. The termination notice must occur at least 30 days after the Insured's effective date of coverage. The employee must have been an active employee with the same employer for at least 1 continuous year. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (e) the Insured or Traveling Companion (or, if the Insured is a Child, the Insured's parent or legal guardian), has an involuntary employer-initiated transfer of 100 or more miles which requires the Insured's Primary Residence to be relocated; provided that he or she has been an active employee with the same employer for at least 5 continuous years. 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. The Company will only pay the benefits for Losses occurring within 30 days after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible;
- (h) the Insured or Traveling Companion is delayed due to a traffic accident while en route to the Insured's Destination. The traffic accident must be substantiated by a police report;

- (i) Strike causing cancellation or delay of the Insured's pre-arranged travel services;
- (j) Inclement Weather causing cancellation or delay of the Insured's Trip;
- (k) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- cancellation of a wedding by the bride or groom. Does not apply if the *Insured* is the bride or groom in the wedding;
- (m) 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 Cancellation Exclusions:**

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

- (a) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (b) the Insured or Traveling Companion traveling for the purpose of securing medical treatment; or
- (c) Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; 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/exchange/membership/association fees for timeshare reservations; or
- (g) payments made for this policy and any other insurance; or
- (h) **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 or Business Partner. 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 the Business Partner must be so disabling as to reasonably cause the Insured to interrupt the Trip to assume daily management of the business;
- (b) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed, required to serve on a jury, or required to appear as a witness in a legal action provided the Insured or a Traveling Companion; is not a party to the legal action or appearing as a law enforcement officer;
- (c) the Insured or Traveling Companion is called to active military service or as a reservist, or military leave is revoked or reassigned. The military leave for the dates of travel must be approved prior to the effective date of coverage;
- (d) the Insured's or Traveling Companion's Primary Residence is made Uninhabitable, or the Destination is made Uninhabitable or Inaccessible, by Natural Disaster (other than a hurricane), fire, vandalism, or burglary;
- (e) a named hurricane making the Insured's Primary Residence Uninhabitable, or making the Destination Inaccessible or Uninhabitable. Coverage for a hurricane applies only if insurance was purchased prior to the tropical storm first being upgraded to a hurricane. The Company will only pay the benefits for Losses occurring within 30 days after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible;
- (f) the Insured or Traveling Companion is delayed due to a traffic accident while en route to the Insured's Destination. The traffic accident must be substantiated by a police report;
- (g) 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) Strike causing cancellation or delay of the Insured's pre-arranged travel services;
- (i) Inclement Weather causing cancellation or delay of the Insured's Trip;
- (j) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- (k) 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 Exclusions:**

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

- (a) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (b) the Insured or Traveling Companion traveling for the purpose of securing medical treatment; or

- (c) Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; or
- (d) Mental or Psychological Disorder of the Insured, unless hospitalized at least overnight; or
- (e) the Insured's participation in Adventure Activities, Extreme Activities or Dangerous Activities, except as a spectator; or
- (f) costs for the **Trip** paid using loyalty rewards points, frequent travel miles, or other non-monetary redeemable points or rewards through similar programs; or
- (g) maintenance/exchange/membership/association fees for timeshare reservations; or
- (h) payments made for this policy and any other insurance; or
- (i) **Pre-Existing Medical Conditions**.

## 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.

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

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

## **MISSED CONNECTION**

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

- (a) additional transportation expenses incurred by the **Insured** to join the departed **Trip**; and
- (b) Cancellation Penalties for missed portions of the Trip.

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

## **BAGGAGE COVERAGE**

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

## **Special Limitations:**

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

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

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

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

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

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

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

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

## **BAGGAGE DELAY**

The **Company** will pay a benefit to reimburse the **Insured** for the purchase of **Necessary Personal Effects**, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, if the **Insured's Baggage** is delayed or misdirected by the **Common Carrier** for more than 24 hours while on a **Trip**.

Incurred expenses must be accompanied by receipts.

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

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 Coverage Exclusions:**

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

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

## **TRAVEL MEDICAL EXPENSE BENEFIT**

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

## Travel Medical Covered Expenses:

- The **Company** will pay a benefit to reimburse the **Insured** the **Medically Necessary** expenses incurred for:
- (a) services of a **Physician** or registered nurse (R.N.), and related tests or treatment; and
- (b) Hospital charges not including room and board; and
- (c) prescription medication to treat the Injury or Sickness; and
- (d) artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices.

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.

#### **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) physical therapy or occupational therapy; or
- (i) intentionally self-inflicted Injury, suicide, or attempted suicide of the **Insured**; or
- (j) the **Insured** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (k) Normal Pregnancy or Childbirth, or elective abortion. However, Unforeseen Complications of Pregnancy are not excluded; or
- (I) expenses incurred by any Child born during the Trip; or
- (m) the Insured's participation in Adventure Activities, Extreme Activities or Dangerous Activities, except as a spectator; 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
- (o) Pre-Existing Medical Conditions.

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

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

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

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

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

## Transportation will be provided:

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

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

## **REPATRIATION OF REMAINS**

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

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

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

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

## **Special Limitation:**

In the event the **Company** or the **Company's** authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the **Company** would have paid had the **Company** or its authorized representative been contacted.

## 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; or
- (f) expenses incurred by any **Child** born during the **Trip**; or
- (g) 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
- (h) 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.

#### Table of Losses

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

"Loss" with regard to:

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

(b) sight means entire and irrecoverable Loss of sight in that eye.

#### **EXPOSURE**

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

#### DISAPPEARANCE

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

#### **Accidental Death and Dismemberment Exclusions:**

In addition to the General Exclusions, the following exclusions apply to the Non-Flight Accidental Death and Dismemberment Benefit. 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; or
- (f) 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; or
- (i) **Pre-Existing Medical Conditions**.

## TRAVEL INCONVENIENCE BENEFITS

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

- (a) Closed Attractions the ski resort, golf course, amusement park at the Insured's Destination closes all or part of its facilities due to lack of snow, Inclement Weather, 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) 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;
- (d) 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;
- (e) **Hotel Infestation** the **Insured** is required to stay at a different hotel than the one originally booked due to an insect or rodent infestation;
- (f) 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;
- (g) Kidnapped the Insured is kidnapped as verified by a police report;
- (h) 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 12 or more hours;
- (i) Credit/Debit Card Cancelled the Insured's credit or debit card is cancelled while on the Trip for reasons outside the Insured's control.

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

## SECTION IV DEFINITIONS

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

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

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

**Baggage** means luggage, passports, visas, travel documents, and personal possessions which are owned, borrowed, or rented, and are taken by the **Insured** on the **Trip**.

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

## Cancellation Penalties means Trip Costs:

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

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

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

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

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

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

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

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

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

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

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

Declarations Page means the document showing the Insured's travel dates and insurance benefits.

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

Destination means any place the Insured expects to travel to on his/her Trip, as shown on the travel documents.

Domestic Partner means 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.

**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.

Hospital means a facility that:

- (a) is licensed to operate according to law for the care and treatment of sick or Injured people; and
- (b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; and
- (c) has 24 hour nursing service by registered nurses (R.N.'s); and
- (d) is supervised by one or more **Physicians** available at all times.

A hospital does not include:

- (a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or
- (b) a facility that is, other than incidentally, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

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

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

**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; and
- (b) meets generally accepted standards of medical practice; and
- (c) is ordered by a **Physician** and performed under his or her care, supervision, or order; and

(d) is not primarily for the convenience of the **Insured**, **Physician**, other providers, or any other person.

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

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

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

**Necessary Personal Effects** means items to replace belongings such as clothing and toiletry items, which are included in the **Insured's Baggage** and are required for the **Insured's Trip**, and will also include expenses incurred to clean the clothing items purchased.

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

**Owned or Rented Vehicle** means a self-propelled private passenger motor vehicle which is of a type both designed and required to be licensed for use on the highways of any state or country, which is rented or owned by the **Insured**. Owned or Rented Vehicle does not include any motor vehicle which is used in mass or public transit. **Physician** means a licensed practitioner of medical, surgical, or dental services acting within the scope of their license. The treating physician cannot be the **Insured**, a **Traveling Companion**, a **Family Member**, or a **Business Partner**.

**Pre-Existing Medical Condition** means an **Injury**, **Sickness** or other condition of the **Insured**, **Traveling Companion**, **Family Member** or **Business Partner** to which any of the following applied within the 60 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; and
- (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- (c) do not include charges that would not have been made if no insurance existed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** 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 <u>www.aig.com/travelclaims</u>. Utilizing this method will allow the **Insured** to view the status of the claim in real time.

Claims may also be initiated by telephone.

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

Contact information:

- Online: <u>www.aig.com/travelclaims</u>
- Mail: PO Box 47, Stevens Point, WI 54481
- Telephone: 1.866.385.4839
- E-mail: <u>claimsdoc@aig.com</u>
- Fax: 1.715.345.1141

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

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

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

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

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

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

The **Insured** must provide AIG Claims, Inc. with all **Unused** air, rail, cruise, or other tickets if he/she is claiming the value of those **Unused** tickets.

Trip Delay and Missed Connections Proof of Loss: The Insured must provide AIG Claims, Inc. with the following:

(a) receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement; and

- (b) a list of the expenses incurred; and
- (c) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- (d) documentation from the **Common Carrier** or other applicable party which verifies the cause and duration of the delay.

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

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

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

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

Travel Medical Expense, Emergency Evacuation and Repatriation of Remains and Non-Flight Accidental Death & Dismemberment Proof of Loss: The Insured must provide AIG Claims, Inc. with the following:

- (a) signed patient (or next of kin) authorization to release medical information; and
- (b) medical, treatment, emergency room, admission, and/or discharge records detailing the condition that was treated; and
- (c) copies of all bills, invoices, receipts, and applicable credit card or bank statements pertaining to the claimed expenses; and
- (d) a copy of the Explanation of Benefits from any other health insurance in which the **Insured** is enrolled, or a notarized statement confirming that the **Insured** does not have any other medical insurance, if applicable; and
- (e) for claims due to **Injury**, a police, accident, incident or emergency room report which provides details of the event.

**Payment of Claims: When Paid:** Claims will be paid not later than 20 days after AIG Claims, Inc. receives complete proof of Loss and verification of age. If the claim is not paid within 20 days, payment will bear interest at a rate of 12% per year.

## 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 to the **Insured** only if agreed upon by both the **Insured** and the **Company** at the time of the disagreement. The appraiser selected by the **Insured** is paid by the **Insured**. The **Company** will pay the appraiser it chooses. The **Insured** will share with the **Company** the cost for the arbitrator and the appraisal process.

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

# The following provision applies to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connections, Baggage Coverage, Baggage Delay, Travel Medical Expense, Emergency Evacuation and Repatriation of Remains and Non-Flight Accidental Death & Dismemberment:

**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.

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

**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 **Insured** and the **Company** at the time of the claim.

**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. Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**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.

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## ASSISTANCE SERVICES

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

## **Travel Medical Assistance**

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

## **Worldwide Travel Assistance**

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance •
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates •
- Up-to-the-minute travel delay reports
- Assist with obtaining long-distance calling cards for worldwide telephoning
- Inoculation information •
- Embassy or consulate information
- Currency conversion or purchase assistance
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures

Up-to-the-minute travel supplier strike information

Coordinate emergency return travel arrangements

Non-insurance services are provided by Travel Guard.

Legal referrals/bail bond assistance Worldwide public holiday information

Flight rebooking assistance

Hotel rebooking assistance

Roadside assistance

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Rental vehicle booking assistance

Rental vehicle return assistance

Missed connections coordination

Guaranteed hotel check-in

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- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -USA......1.866.385.4839 International......1.715.295.5452

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

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