DEFINITIONS
(Capitalized terms within this Description of Coverage are defined herein)

“Actual Cash Value” means purchase price less depreciation.

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

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

“Children”/“Child” means, unmarried children of the Insured, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured’s home, under age 25 and primarily dependent on the Insured for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

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

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

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

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

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

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

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

“Domestic Partner” means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months: (1) resides with the Insured; (2) shares financial assets and obligations with the Insured; The Insurer may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

“Eligible Person” means a person who is a member of an eligible class of persons as described in the Description of Eligible Persons section of the Master Application.

“Experimental or Investigative” means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used. This includes any treatment, procedure, facility, 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.


"Inclement Weather" means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her Destination when traveling by an Owned or Rented Vehicle.

"Initial Trip Payment" means the first payment made toward the cost of the Insured's Trip.

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

"Insured" means an Eligible Person for whom: (a) any required enrollment form has been completed; (b) any required plan cost has been paid; (c) while covered under the Policy.


"Loss" means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

"Medically Necessary" means that a treatment, service, or supply:
(1) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
(2) meets generally accepted standards of medical practice;
(3) is ordered by a Physician and performed under his or her care, supervision, or order; and
(4) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

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

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

"Necessary Personal Effects" means items such as clothing and toiletry items, which were included in the Insured's Baggage and are required for the Insured's Trip.

"Owned or Rented Vehicle" means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country that is rented or owned by the Insured. Owned or Rented Vehicle includes, but is not limited to, a sedan, station wagon, jeep-type vehicle pickup, van, camper or motor home type. Owned or Rented Vehicle does not include a mobile home or any motor vehicle which is used in mass or public transit.

"Physician" means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

"Primary Residence" means a person's fixed, permanent and principal home for legal and tax purposes.

"Reasonable Additional Expenses" means expenses for meals and lodging which were necessarily incurred as the result of a Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

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

"Return Destination" means the place to which the Insured expects to return from his/her Trip.

"Schedule" means the Schedule of Benefits.

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

"Travel Supplier" means the tour operator, rental company, cruise line, and/or airline that provides pre-paid travel arrangements for the Insured's Trip.

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

"Trip" means a period of travel away from home to a Destination outside the Insured's City of residence; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined Departure and Return dates specified when the Insured applies; the Trip does not exceed 180 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

"Trip Cost" means the dollar amount of Trip payments or deposits reflected on any required enrollment form which are subject to cancellation penalties or restrictions paid by the Insured prior to the Insured's Trip Departure Date. Trip Cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after enrollment for coverage under this plan provided the Insured amends their enrollment form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured's Departure Date.

"Unforeseen" means not anticipated or expected and occurring after the effective date of the coverage.

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

ELIGIBILITY, EFFECTIVE & TERMINATION DATES

Eligibility
Travelers who enroll, accept and purchase coverage through the Travel Supplier no later than 24 hours prior to departing on their Trip.

Effective Date: After any required Enrollment Form is completed, Trip Cancellation coverage will be effective for an Insured at 12:01 a.m. Standard Time on the date following receipt by the Insurer or the Insurer's authorized representative of any required plan cost. All other coverages will begin on the later of:
The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabiners, and lead or top-rope anchoring equipment;

Complications of Pregnancy;

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

The following exclusions apply to Trip Cancellation and Trip Interruption:

Benefits will not be provided for any loss resulting (in whole or in part) from:

(a) travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in the plan;

(b) changes by the Insured, a Family Member, or Traveling Companion, for any reason;

(c) financial circumstances of the Insured, a Family Member, or a Traveling Companion;

(d) any government regulation or prohibition;

(e) any business or contractual obligations of the Insured, a Family Member, or a Traveling Companion;

(f) any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;

(g) Experimental or Investigative treatment or procedures;

(h) care or treatment which is not Medically Necessary;

(i) any Trip taken outside the advice of a Physician;

(j) Mental, Nervous or Psychological Disorder;

(k) if the Insured's tickets do not contain specific travel dates (open tickets);

(l) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;

(m) any failure of a provider of travel related services to provide the bargained-for travel services or to refund money due the Insured.

The following exclusions apply to Accidental Death & Dismemberment:

(a) the Insurer will not pay for loss caused by or resulting from:

(e) war or act of war, whether declared or not, civil disorder, riot, or insurrection;

(f) operating or learning to operate any aircraft, as student, pilot, or crew;

(g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;

(h) loss or damage caused by detention, confiscation, or destruction by customs;

(i) any unlawful acts, committed by the Insured, a Family Member, Traveling Companion, Business Partner whether insured or not;

(j) Mental, Nervous or Psychological Disorder;

(k) if the Insured's tickets do not contain specific travel dates (open tickets);

(l) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;

(m) any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;

(n) Experimental or Investigative treatment or procedures;

(o) any loss that occurs at a time when this coverage is not in effect;

(p) traveling for the purpose of securing medical treatment;

(q) care or treatment which is not Medically Necessary;

(r) any Trip taken outside the advice of a Physician;

(s) financial default;

(t) PRE-EXISTING MEDICAL CONDITION EXCLUSION: The Insurer will not pay for any Loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured, Traveling Companion, Business Partner, or Family Member which, within the 60 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

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

Benefits will not be provided for any loss or damage to or resulting (in whole or in part) from:

(a) animals, rodents, insects or vermin;

(b) bicycles (except when checked with a Common Carrier);

(c) motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;

(d) artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;

(e) tickets, keys, notes, securities, accounts, bills, currency, deeds, food stamps or other evidences of debt, and other travel documents (except passports and visas);

(f) money, stamps, stocks and bonds, postal or money orders;

(g) property shipped as freight, or shipped prior to the Departure Date;

(h) contraband, illegal transportation or trade;

(i) items seized by any government, government official or customs official;

(j) defective materials or craftsmanship;

(k) normal wear and tear;

(l) deterioration.

The following exclusions apply to Trip Cancellation:

(a) the cancellation of the Insured's Trip; or (b) the date and time the Insured starts on his/her Trip.

The Trip Cancellation, ends on the earliest of:

The extension of coverage will end on the earlier of:

(a) the date the Insured reaches his/her Return Destination; or

(b) 7 days after the date the Trip was scheduled to be completed.

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

GENERAL EXCLUSIONS

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

(a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;

(b) pregnancy, childbirth, or elective abortion, other than suicide of the Insured, a Family Member, or a Traveling Companion, for any reason;

(c) financial circumstances of the Insured, a Family Member, or a Traveling Companion, for any reason;

(d) changes by the Insured, a Family Member, or a Traveling Companion, or Business Partner whether insured or not;

(e) pregnancy, childbirth, or elective abortion, other than suicide of the Insured, Family Member, or a Traveling Companion, or Business Partner whether insured or not;

(f) the cancellation of the Insured's Trip; or (b) the date and time the Insured starts on his/her Trip.

All coverage, other than 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 one of the Unforeseen reasons specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

(a) the date the Insured reaches his/her Return Destination; or

(b) 7 days after the date the Trip was scheduled to be completed.

Baggage Continuation of Coverage: If an Insured's Baggage, passports, and visas are in the charge of a charter or Common Carrier and delivery is delayed, coverage for Baggage and PersonalEffects and travel documents will be extended until the Common Carrier delivers the property to the Insured. This Extension does not include Loss caused by the delay.

EXCEPT INSURANCE LIMITATION

The insurance provided by the Policy for all coverages except Trip Cancellation and Interruption, Baggage and Personal Effects Loss Coverage 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 the
Policy there is other valid and collectible insurance or
indemnity in place, the Insurer shall be liable only for
the excess of the amount of Loss, over the amount of such
other insurance or indemnity, and applicable Deductible.

TRIP CANCELLATION & INTERRUPTION
The Insurer will pay a benefit, up to the Maximum Limit
shown on the Schedule, if an Insured cancels his/her Trip
or is unable to continue on his/her Trip due to the
following Unforeseen events:
(a) Sickness, Injury or death of an Insured, Family
Member, Traveling Companion, or Business Partner;
1) Injury or Sickness of an Insured, Traveling
Companion or Family Member traveling with the
Insured must be so disabling as to reasonably
cause a Trip to be cancelled or interrupted, or which
results in medically imposed restrictions as certified
by a Physician at the time of Loss preventing your
continued participation in the Trip.
2) The Insured must cancel or interrupt his/her Trip
due to Injury or Sickness of a Family Member not
traveling with the Insured.
3) Injury or Sickness of the Business Partner must be
so disabling as to reasonably cause the Insured to
cancel or interrupt the Trip to assume daily
management of the business. Such disability must
be certified by a Physician.
(b) Inclement Weather causing delay or cancellation of
travel;
(c) Strike resulting in complete cessation of travel
services at the point of departure or Destination;
(d) the Insured’s Primary Residence being made
Uninhabitable by Natural Disaster, vandalism, or
burglary;
(e) the Insured, or a Traveling Companion being
subpoenaed, required to serve on a jury, hijacked, or
quarantined;
(f) the Insured or Traveling Companion is involved in or
delayed due to an automobile accident, substantiated
by a police report, while en route to the Insured’s
Destination.
(g) a Terrorist Incident in a City listed on the Insured’s
itinerary within 30 days of the Insured’s scheduled
arrival;
(h) the Insured or Traveling Companion is involuntarily
terminated or laid off through no fault of his or her
own, provided that he or she has been an active
employee for the same employer for at least one year.
Termination must occur following the effective date of
coverage. This provision is not applicable to
temporary employment, independent contractors or
self-employed persons.

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

Trip Cancellation Benefits: The Insurer will reimburse
the Insured for forfeited Trip Cost up to the Maximum
Limit shown on the Schedule for Trips that are canceled
prior to the scheduled departure for their Trip due to the
Unforeseen events shown above.

Trip Interruption Benefits: The Insurer will reimburse
the Insured up to the Maximum Limit shown on the
Schedule for Trips that are interrupted due to the
Unforeseen events shown above:
(a) forfeited, insured Trip Cost, and
(b) additional transportation expenses incurred by the
Insured, either
(i) to the Return Destination; or
(ii) from the place that the Insured left the Trip to the
place that the Insured may rejoin the Trip; or
(c) additional transportation expenses incurred by the
Insured to reach the original Trip Destination if the
Insurance is delayed, and leaves after the Departure
Date.
However, the benefit payable under (b) and (c) above will
not exceed the cost of economy airfare or the same class
as the Insured’s original ticket less any refunds paid or
payable by the most direct route.

SINGLE OCCUPANCY
The Insurer will reimburse the Insured, up to the Trip
Cancellation and Interruption Maximum Limit shown on
the Schedule, for the additional cost incurred during the
Trip as a result of a change in the per person occupancy
rate for prepaid, non-refundable travel arrangements if a
person booked to share accommodations with the
Insured has his/her Trip cancelled or interrupted due to
the Unforeseen events shown in the Trip
Cancellation/Interruption section and the Insured does
not cancel.

TRIP CANCELLATION & INTERRUPTION
The Insurer will reimburse the Insured up to the Maximum
Limit(s) shown on the Schedule for Reasonable
Additional Expenses until travel becomes possible if the
Insured’s Trip is delayed 12 or more consecutive hours
from reaching their intended Destination as a result of a
cancellation or delay of a regularly scheduled airline flight
for one of the Unforeseen events listed below:
(a) the Insured or Traveling Companion is quarantined;
(b) Common Carrier delay;
(c) the Insured’s or Traveling Companion’s lost or stolen
passports, travel documents, or money;
(d) Natural Disaster; or
(e) Injury or Sickness of the Insured or Traveling
Companion.

Incurred expenses must be accompanied by receipts.
This benefit is payable for only one delay per Insured, per
Trip.

If the Insured incurs more than one delay in the same Trip
the Insurer will pay for the delay with the largest benefit
up to the Maximum Limits shown on the Schedule.

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

MISSED CONNECTION
If while on a Trip the Insured misses a Trip departure
resulting from cancellation or delay of 3 or more hours of
all regularly scheduled airline flights due to Inclement
Weather or Common Carrier caused delay, the Insurer
will reimburse the Insured up to the Maximum Limit
shown in the Schedule for:
1. additional transportation expenses incurred by the
Insured to join the departed Trip;
2. pre-paid, non-refundable trip payments for the unused
portion of the Trip.

The Common Carrier must certify the delay of the
regularly scheduled airline flight.

BAGGAGE & PERSONAL EFFECTS LOSS
The Insurer will reimburse the Insured, up to the
Maximum Limit shown in the Schedule subject to the
special limitations shown below, for Loss, theft or damage
to the Insured’s Baggage, personal effects passports,
credit cards and visas during the Insured’s Trip.
**Claim Procedures: Proof of Loss:** The claim forms must be sent back to Insurer no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under the policy must be submitted to Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If Insurer has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, the participating organization name, and the policy number.

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

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

1. The Beneficiary named by that Insured and on file with Travel Guard
2. to his/her spouse, if living. If no living spouse, then
3. in equal shares to his/her living children. If there are none, then
4. in equal shares to his/her living parents. If there are none, then
5. in equal shares to his/her living brothers and sisters. If there are none, then
6. 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 Insurer may pay up to $3,000 to a relative by blood or connection by marriage who is managing the beneficiary's affairs. Any payment Insurer makes in good faith fully discharges Insurer to the extent of that payment.

**Trip Cancellation and Trip Interruption Payment of Loss:** The Insured must provide Travel Guard documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed

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**Special Limitations:**

The Insurer will not pay more than:

- $500 for the first item and
- thereafter, no more than $250 per each additional item
- $500 aggregate on all Losses to: jewelry, watches, fur, cameras and camera equipment, camcorders, computers, and other electronic devices, including but not limited to: portable personal computers, cellular phones, electronic organizers and portable CD players.

Items over $150 must be accompanied by original receipts.

The Insurer will pay the lesser of:

1. the cash value (original cash value less depreciation) as determined by the Insurer or,
2. the cost of replacement.

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

1. repair or replace any part to restore the pair or set to its value before the Loss; or
2. pay the difference between the value of the property before and after the Loss.

The Insurer will only pay for loss due to unauthorized use of the Insured's credit cards if the Insured has complied with all requirements imposed by the issuing credit card companies.

**BAGGAGE DELAY**

If the Insured's Baggage is delayed or misdirected by the Common Carrier for more than 24 hours while on a Trip, the Insurer will reimburse the Insured up to the Maximum Limit shown on the Schedule for the purchase of Necessary Personal Effects. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

**ACCIDENTAL DEATH & DISMEMBERMENT**

If, while on a Trip, Injury to an Insured results within 180 days of the date of the accident which caused Injury, in one of the losses shown in the Table of Losses below, the Insurer will pay the percentage shown below of the Maximum Limit shown in the Schedule. The accident must occur while the Insured is on the Trip and is covered under the Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Insurer will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

<table>
<thead>
<tr>
<th>Loss of</th>
<th>% of Maximum Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life</td>
<td>100%</td>
</tr>
<tr>
<td>Both Hands or Both Feet</td>
<td>100%</td>
</tr>
<tr>
<td>Sight of Both Eyes</td>
<td>100%</td>
</tr>
<tr>
<td>One Hand and One Foot</td>
<td>100%</td>
</tr>
<tr>
<td>Either Hand or Foot and Sight of One Eye</td>
<td>50%</td>
</tr>
<tr>
<td>Either Hand or Foot</td>
<td>50%</td>
</tr>
<tr>
<td>Sight of One Eye</td>
<td>50%</td>
</tr>
</tbody>
</table>

"Loss" with regard to:

(a) hand or foot means actual severance through or above the wrist or ankle joints;
(b) eye means entire and irrecoverable Loss of sight in that eye.

**EXPOSURE**

The Insurer 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 180 days after the event which caused the exposure.

**DISAPPEARANCE**

The Insurer will pay a benefit for loss of life as specified above if the Insured's body cannot be located one year after disappearance due to an accidental Injury during the Trip.

**PAYMENT OF CLAIMS**

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, cruise line, or charter operator), the Trip dates, and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Travel Guard, PO Box 47, Stevens Point, Wisconsin 54481 (telephone 1.866.385.4839). All claims of California residents will be administered by Mercury Claims Administrator Services, LLC. All accident, health, and life claims will be administered by Mercury Claims & Assistance of WI, LLC, in those states where it is licensed.
The Insured must present acceptable proof of Loss and the value.

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

Disagreement Over Size of Loss. If there is a disagreement about the amount of the Loss either the Insured or the Insurer can make a written demand for an appraisal. After the demand, the Insured and the Insurer 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 Insurer will pay the appraiser it chooses. The Insured will share with us 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 Baggage/Personal Effects Loss:

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

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Insurer 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.

Coverage – as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under the Policy to which this Description of Coverage is attached) and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder.

Third Party – as used in this Subrogation section, means any person, corporation or other entity (except the Insured, the Policyholder and the Insurer).

GENERAL PROVISIONS

Physical Examination and Autopsy. The Insurer at its own expense has the right and opportunity to examine the person of any individual whose Loss is the basis of a claim under the Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Beneficiary Designation and Change. The Insured’s beneficiary(ies) is (are) the person(s) designated by the Insured and on file with Travel Guard. An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), 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 Insurer 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 the Policy.

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

Legal Actions. No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of 3 years after the time written proof of Loss is required to be furnished.

Concealment or Fraud. The Insurer does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the 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.
Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the Insured; “The General 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 General Exclusion relating to unlawful acts is amended to replace “unlawful acts” with “felonies.” The Excess Insurance Limitation provision does not apply to the health benefits. The Pre-existing Medical Condition exclusion is deleted and replaced with the following: “The Insurer will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured, Traveling Companion, Business Partner or Family Member for which medical advice, diagnosis, care or treatment was recommended or received within 60 days immediately preceding the Insured’s coverage effective date.

Notice to Washington DC Residents:
T30341NUFIC-DC
The Pre-existing Medical Condition Exclusion is amended as follows: (t) PRE-EXISTING MEDICAL CONDITION EXCLUSION: The Insurer will not pay for any Loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured, Traveling Companion, Business Partner or Family Member which, within the 60 day period immediately preceding and including the Insured’s coverage effective date: (a) first manifested itself, worsened or became acute or had symptoms which would have prompted a person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

The definition of Medically Necessary is amended to add: “The fact that a Physician may prescribe, order, recommend or approve a service or supply does not of itself make it Medically Necessary or covered by this plan.”

Notice to Kansas Residents:
T30341NUFIC-KS
The Disagreement Over Size of Loss provision in the Additional Claims Procedures section is amended to reflect: If there is a disagreement about the amount of the Loss either the Insured or the Insurer can make a written request for an appraisal. Appraisal or Arbitration will take place only if both parties agree, voluntarily to have the Loss appraised or arbitrated. 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 Insurer will pay the appraiser it chooses. The Insured will share with us the cost for the arbitrator and the appraisal process. The Subrogation Provision in the Additional Claims Procedures section is amended by adding: Medical coverage will not be subrogated. The expiration period in the Legal Actions provision in the General Provisions section is amended to read 5 years. “The Concealment or Fraud provision has been amended to add: A “fraudulent insurance act” means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an
application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
The Excess Insurance Limitation provision is deleted in its entirety.

Notice to Louisiana Residents:  
T30341NUFIC-LA
The “use of drugs, narcotics or alcohol” exclusion is amended to read: “being under the influence of narcotics or intoxicants, unless prescribed by a Physician;”
The Subrogation provision is amended by adding the following: The Insurer’s right of subrogation will not be enforced until the Insured has been made whole, as determined by a court of law, as a result of the Loss. The Insurer agrees to pay our portion of the Insured’s attorneys’ fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under the policy pursuant to our right of subrogation.
The Family Member definition is amended to delete Domestic Partner.
The Disagreement Over Size of Loss provision of the Additional Claims procedures section are deleted in their entirety.

Notice to South Dakota Residents:  
T30341NUFIC-SD
Exclusion (l) of the General Exclusions provision is deleted in its entirety.
Exclusion (i) is amended to read “the Insured being under the influence of drugs during the commission of a felony”. The Legal Actions provision is amended to change the expiration period to six years.

Notice to Texas Residents:  
T30341NUFIC-TX
The Proof of Loss Provision is amended by adding the following: The Insurer will acknowledge receipt of the notice of claim in writing within 15 business days after the Insurer receives the claim. The Insurer will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the Insurer receives all required documentation to secure final proof of Loss. If the Insurer rejects the claim, the required notice will state the reasons for the rejection. If the Insurer is unable to accept or reject the claim within that time period, the Insurer will notify the claimant of the reasons that additional time is needed. The Insurer will accept or reject the claim not later than the 45th day after the claimant is notified. If the claim is accepted, the Insurer will pay the claim within 5 days of the notice of acceptance. If payment of the claim is delayed, the Insurer will pay the claim plus 18% interest per year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.
The Disagreement Over Size of Loss provision is amended as follows: Disagreement Over Size of Loss. If there is a disagreement about the amount of the Loss either the Insured or the Insurer can make a written demand for an appraisal within 30 days of the date of the disagreement notice. Within 30 days after the demand, the Insured and the Insurer each select their own competent appraiser and notify the other party. 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 or request selection by the courts within 30 days of the appraisers’ opinions. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) or the court, will be binding. The appraiser selected by the Insured is paid by the Insured. The Insurer will pay the appraiser it chooses. The Insured will share with us the cost for the arbitrator and the appraisal process.
The Legal Actions provision is amended to change the expiration period from 60 days to 90 days.
The Pre-Existing Medical Condition Exclusion is amended to remove “first manifested itself” and to replace “reasonable person” with “ordinarily prudent person”.
The following provisions are added:
TEXAS LAWS GOVERN POLICIES. Any contract of insurance payable to any citizen or inhabitant of this State by any insurance company or corporation doing business within this State shall be held to be a contract made and entered into under and by virtue of the laws of this State relating to insurance, and governed hereby, notwithstanding such policy or contract of insurance may provide that the contract was executed and the premiums and policy (in case it becomes a demand) should be
DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Notice to Wisconsin Residents:
T30341NUFIC-WI
The Subrogation provision is amended to add the following language:
The Insurer's right of subrogation will not be invoked until benefits to which the Insured is entitled under the Policy are paid to or on behalf of the Insured, and the Insured has been made whole and is fully compensated for damages.
The Concealment or Fraud provision is deleted and replaced with the following language:
Concealment or Fraud:
The Insurer does not provide benefits for any Loss incurred if the Insured has intentionally concealed or misrepresented any material fact or circumstance which impacts payment of such Loss.
The Proof of Loss provision is deleted and replaced with the following language:
Proof of Loss.
The Insured must furnish the Insurer with proof of Loss. Proof of Loss includes police or other local authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure by the Insured to give notice within such time does not invalidate or reduce the claim unless the Insurer is prejudiced by the failure to give notice within such time.
The Payment of Claims: When Paid:
Claims will be paid as soon as Travel Guard receives complete proof of Loss and verification of age, but not later than 30 days.

Notice to Vermont Residents:
U30000DDBG
Vermont law requires that health insurers offer coverage to parties to a Civil Union that is equivalent to coverage provided to married persons. This endorsement is made a part of and amends the Policy or Description of Coverage on the later of: (1) 3/1/2009; or (2) the Policy Effective Date; or (3) the Description of Coverage Effective Date, to which this Endorsement is attached. It is subject to all of the provisions, limitations, and exclusions of the Policy or Description of Coverage except as they are specifically modified by this Endorsement.
1. The definition of Civil Union is added to and made a part of the Definitions section.
Civil Union – means that two eligible persons have established a relationship pursuant to 15 V.S.A. chapter 23 of Vermont’s Statutes and may receive the benefits and protections and be subject to the responsibilities of spouses.
2. The definition of Party(ies) to a Civil Union is added to and made a part of the Definitions section.
Party(ies) to a Civil Union – means an Insured who has established a Civil Union with another person pursuant to 15 V.S.A. chapter 23 and 18 V.S.A. chapter 106.
3. The definitions, terms, conditions or any other provisions of the Policy, Description of Coverage, and/or Riders and Endorsements to which this mandatory Endorsement is attached are hereby amended and superseded as follows:
Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Civil Union.
Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union.
Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Civil Union.
4. As provided in this Endorsement the term child or covered child shall mean a child (natural, stepchild, legally adopted child, a minor, or a disabled child) who is: (1) dependent on the Insured for support and maintenance; and (2) born to or brought to: (a) a marriage; or (b) a Civil Union established according to Vermont law.
5. The defined terms Eligible Spouse or Insured Spouse, or the term spouse, wherever they appear in the Policy, Description of Coverage, Rider, Endorsement, and/or Application are deemed to include a Party to a Civil Union.  

**THIS ENDORSEMENT IS NOT MEANT TO PROVIDE DEPENDENT COVERAGE IF DEPENDENT COVERAGE IS NOT PROVIDED UNDER THE POLICY. CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to Parties to a Civil Union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a Party to a Civil Union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a Party to a Civil Union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, Parties to a Civil Union and their families may or may not have access to certain benefits under the Policy, Description of Coverage, Rider, or Endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under the Policy.  

**ASSISTANCE SERVICES**

All Assistance Services listed below are not insurance benefits and are not provided by the Insurer.  

**Travel Medical Assistance**
- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Repatriation of mortal remains assistance
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist
- Medical evacuation quote

- In-patient and out-patient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements of visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Shipment of medical records
- Medical equipment rental/replacement assistance

**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
- Long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or Consulate Referral
- Currency Conversion or purchase
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information

**LiveTravel® Emergency Assistance**
- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements
- Roadside assistance
- Rental Vehicle Return assistance
- Guaranteed hotel check-in
- Missed connection coordination

Program fees are non-refundable

Any payments under the policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at: www.treas.gov/offices/enforcement/ofac/ or a Travel Guard representative.

**24-Hour Assistance**

- Keep these numbers with you when you travel -