

# Description of Coverage

## Savvy Traveler

All coverages are per person.

	Maximum Limit
Trip Cancellation .....	Trip Cost*
Trip Interruption .....	Trip Cost*
Trip Delay .....	\$500
<i>(Maximum of \$100 per day)</i>	
Airline Delay .....	\$250
Baggage & Personal Effects Loss .....	\$500
<i>(\$50 deductible applies)</i>	
<i>(Includes lost, stolen, or damaged luggage or travel documents)</i>	
Baggage Delay .....	\$100
Medical Expense .....	\$10,000
<i>(\$50 deductible applies)</i>	
Emergency Medical Transportation .....	\$100,000

The following non-insurance services are provided by Travel Guard:

- Travel Medical Assistance
- Worldwide Travel Assistance
- LiveTravel® Emergency Assistance

\*Coverage only included if the required plan cost has been paid.

### Blanket Travel Accident Insurance

This document describes the benefits and basic provisions of the Policy. Read it with care. The Policy is the only contract under which benefits are paid.

### PLEASE READ THIS DOCUMENT CAREFULLY! Insurance Coverage

Underwritten by the National Union Fire Insurance Company of Pittsburgh, PA. It is currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445.

This is only a brief description of the insurance coverage(s) available under policy series T30253NUFIC. The Policy contains reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the Policy. If there are any conflicts between this document and the Policy, the Policy shall govern.

- Coverage may not be available in all states. -

- COVERAGE IS VALID ONLY IF PREMIUM HAS BEEN PAID -

PRODUCT NUMBER: 007954 P1 12/09

In the event of a claim, please refer to the above Product Number.

### 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 you, traveling companion, business partner, or Immediate Family Member which, within the 180-day period immediately preceding and including your coverage effective date: first manifested itself or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or for which care or treatment was given or recommended by a Physician; or required the taking of prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the prescription drugs or medicines. **The Insurer will waive this exclusion if the Insured meets the following conditions:** 1. You purchase the program within 15 days of making the initial Trip payment. *Day one is the date the initial Trip payment is received;* 2. The amount of Trip Cancellation coverage purchased at that time equals the full cost of all pre-paid non-refundable trip arrangements. The cost of any subsequent arrangement(s) added to the same Trip must be insured within 15 days of the date of payment or deposit for any subsequent Trip arrangement(s). Failure to do so may affect the pre-existing medical condition waiver coverage; 3. You must be medically able to travel when plan cost is paid; and 4. Applies to the first \$15,000 of Trip cost per person.

### DEFINITIONS

**"Baggage"** means luggage and personal possessions, whether owned, borrowed, or rented, taken by the Insured on the Trip.

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

**"Common Carrier"** means any conveyance operated under a license for the transportation of passengers for hire.

**"Complication of Pregnancy"** means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy. It does not include any condition associated with the management of a difficult pregnancy not consisting of a classifiable distinct Complication of Pregnancy.

**"Contracted Departure Date"** means the date on which the Insured is originally scheduled to leave on his/her Trip.

**"Contracted 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.

**"Default"** means any failure of a provider of travel-related services (including any tour operator) to provide the bargained-for travel services or to refund money due the Insured.

**"Destination"** means the place where the Insured expects to travel on his/her Trip, as shown on the Enrollment Form.

**"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, including 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.

**"Hospital"** means a place that: (a) holds a valid license; (b) is run mainly for the care and treatment of sick or injured persons as inpatients; (c) has a staff of one or more Physicians available at all times; (d) provides 24-hour nursing service and has at least one registered nurse on duty at all times; (e) has organized diagnostic and surgical facilities, either on the premises or on a contract basis with another Hospital; and (f) is not mainly a clinic, or facility for nursing, rest or convalescence, or a place for the aged.

**"Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

**"Injury"** means a bodily injury caused by an accident occurring while this Policy is in force as to the Insured whose injury is the basis of a claim, 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 the person named on the individual Enrollment Form.

**"Insurer"** means National Union Fire Insurance Company of Pittsburgh, PA.

**"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.

**"Natural Disaster"** means a flood, hurricane, tornado, earthquake, or blizzard that is due to natural causes.

**"Physician"** means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, acting within the scope of his/her license. The treating Physician may not be the Insured, immediate family member, or a Traveling Companion.

**"Reasonable Additional Expenses"** means any 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.

**"Reasonable and Customary Charges"** means an expense which: (a) is charged for treatment, supplies, or medical services Medically Necessary to treat the Insured's condition; (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (c) does 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 Destination”** means the place to which the Insured expects to return from his/her Trip.

**“Sickness”** means an illness or disease diagnosed or treated by a Physician.

**“Strike”** means a stoppage of work (a) announced, organized, and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strike are work slowdowns and sickouts.

**“Travel Agent”** means the travel agent, tour operator, or other entity from which the Insured purchases his/her coverage or travel arrangements, and includes all officers, employees, and affiliates of the Travel Agent or tour operator.

**“Traveling Companion”** means a person or persons with whom you have coordinated travel arrangements and intend to travel with during the Trip. A group or tour leader is not considered a Traveling Companion, unless you are sharing room accommodations with the group or tour leader.

**“Trip”** means a period of round-Trip 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 365 days; and the Insured’s Destination is not to another home; travel is primarily by Common Carrier and only incidentally by private conveyance.

## INDIVIDUAL ELIGIBILITY, EFFECTIVE & TERMINATION DATES

Persons eligible for insurance under the policy are any traveler(s) who purchases insurance through or from a properly licensed agent/agency located in the U.S., who enrolls for coverage and pays the premium, providing they have not already departed on their Trip.

**Effective Date:** After premium is paid by the Insured and the Enrollment Form is completed and signed, TRIP CANCELLATION BENEFIT will be effective: (a) at 12:01 a.m. on the date after the Enrollment Form is postmarked to Travel Guard® if coverage is purchased by mail; (b) at 12:01 a.m. on the day after the Enrollment Form is phoned in to Travel Guard® if coverage is purchased via phone; (c) at 12:01 a.m. on the day after the Enrollment Form is faxed to Travel Guard® if coverage is purchased by facsimile; or (d) at 12:01 a.m. on the day after the online purchase confirmation date. All other coverages will begin on the later of: (a) the date and time the Insured starts his/her Trip, or (b) the scheduled Contracted Departure Date shown on the Enrollment Form.

**Termination Date:** All coverage ends on the earlier of: (a) the date the Trip is completed; (b) the scheduled Contracted Return Date; (c) the Insured’s arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip; or (d) cancellation of the Trip covered by the policy.

**Extension of Coverage:** All coverage under the policy will be extended, if: (a) the Insured’s entire Trip is covered by the policy; and (b) the Insured’s return is delayed by unforeseeable circumstances beyond his/her control.

If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her Return Destination; or (b) seven days after the date the Trip was scheduled to be completed.

## GENERAL EXCLUSIONS

These exclusions apply to all benefits. In addition to any exclusions which apply to a particular benefit (called “Additional Exclusions”), the policy does not cover loss caused by:

- (a) intentionally self-inflicted Injury or any attempt at an intentionally self-inflicted Injury, suicide, or attempted suicide by the Insured, or Traveling Companion; (while sane, in Colorado and Missouri);
- (b) pregnancy or childbirth, or elective abortion, other than the Complications of Pregnancy;
- (c) participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;
- (d) mountain climbing;
- (e) war or act of war, whether declared or not, civil disturbance, 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 or a Traveling Companion, whether insured or not;
- (j) mental, psychological or nervous disorders including, but not limited to, anxiety, depression, neurosis or psychosis;
- (k) if the Insured’s tickets do not contain specific travel dates (open tickets);
- (l) alcohol or substance abuse or treatment for same;
- (m) medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment or traveling expressly for the purpose of obtaining medical treatment;
- (n) elective or non-emergency treatment or surgery, except for any necessary treatment or surgery due to covered Injury or Sickness;
- (o) Experimental or Investigative treatment or procedures; or
- (p) an Injury or Sickness which occurs at a time when this coverage is not in effect.

## TRIP CANCELLATION AND INTERRUPTION

The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule of Benefits. If a Trip is canceled or interrupted for the Insured due to any of the following unforeseen circumstances: (a) Sickness, Injury or death of an Insured or Traveling Companion. Injury or Sickness must be so disabling as to reasonably cause a Trip to be canceled, or interrupted; (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 principal residence or Destination being made uninhabitable by fire, flood, or similar Natural Disaster, vandalism, or burglary; or (e) the Insured, or a Traveling Companion being subpoenaed, required to serve on a jury, hijacked, or quarantined.

**Trip Cancellation Benefits:** The Insurer will reimburse this benefit up to the Maximum Limit shown on the Schedule of Benefits for Trips that are canceled before the scheduled Contracted Departure Date due to the reasons shown at the beginning of this section.

The Insurer will reimburse for the following: (a) forfeited, non-refundable prepaid deposits or payments, or unused prepaid payments or deposits; (b) the charge for a single supplement if the Insured’s Traveling Companion’s Trip is canceled but the Insured’s is not.

**Trip Interruption Benefits:** The Insurer will reimburse this benefit up to the Maximum Limit shown on the Schedule of Benefits for Trips that have been interrupted or delayed due to the reasons shown at the beginning of this section.

The Insurer will reimburse for the following:

- (a) forfeited, non-refundable, unused prepaid payments, made prior to your Contracted Departure Date; or
- (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 Insured is delayed, and leaves after the Contracted Departure Date. However, the benefit payable under (b) and (c) above will not exceed the cost of economy airfare (or first class if the Insured’s original tickets were first class) by the most direct route, less any refunds paid or payable;
- (d) the Insured’s additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion’s Trip is interrupted, and the Insured’s Trip is continued.

**The Insured Must:** Contact Travel Guard (1.866.833.8784) as soon as he/she knows the Trip is going to be canceled or interrupted. Failure to do so may affect coverage.

**In addition to the General Exclusions, coverage is not provided for losses caused by or as a result of:**

- (i) carrier-caused delays including an announced, organized, sanctioned labor union Strike that affects public transportation, unless the Insured’s coverage effective date is prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike, except as provided elsewhere in the policy; (ii) travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in the policy; (iii) changes by the Insured or Traveling Companion, for any reason; (iv) financial circumstances of the Insured or a

Traveling Companion; (v) any business or contractual obligations of the Insured or Traveling Companion, for any reason; (vi) Default by the person, agency, or tour operator from whom the Insured bought his/her coverage or purchased his/her travel arrangements; (vii) any government regulation or prohibition; (viii) an event which occurs prior to the Insured's coverage Effective Date; (ix) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements.

#### **The Insured's Duties in the Event of Loss:**

The Insured must provide the Insurer 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 patient (or next of kin) authorization to release medical information and an attending physician's statement. The Insured must provide the Insurer with all unused air, rail, cruise, or other tickets if he/she is claiming the value of those unused tickets.

### **TRIP DELAY**

The Insurer will reimburse up to \$100 a day to the Maximum Limit shown on the Schedule of Benefits if the Insured's Trip is delayed for more than 12 hours for Reasonable Additional Expenses until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable for only one delay per Insured, per Trip. Trip Delay must be caused by: (a) the Insured being involved in a traffic accident while en route to a departure; (b) lost or stolen passports, travel documents, or money; or (c) quarantine; (d) being hijacked; (e) Strike; or (h) Natural Disaster.

### **AIRLINE DELAY**

The Insurer will reimburse up the Maximum Limit shown on the Schedule of Benefits if the Insured's Trip is delayed for more than 12 hours, as a result of a cancellation or delay of a regularly scheduled airline flight, for Reasonable Additional Expenses until travel becomes possible and a one-way economy airfare ticket from the point where the Insured left the Trip to a destination where the Insured can rejoin the Trip. Incurred expenses must be accompanied by receipts. This benefit is payable for only one delay per Insured, per Trip. Airline Delay must be caused by: (a) carrier-caused delay or (b) Inclement Weather which prohibits Common Carrier departure.

### **LOSS OF BAGGAGE AND PERSONAL EFFECTS**

The Insurer will reimburse this benefit, up to the deductible and the Maximum Limit shown on the Schedule of Benefits. The Insurer will pay for loss, theft, or damage to the Insured's Baggage, passports, and visas during the Insured's Trip.

**Continuation of Coverage:** If the covered Baggage, passports, and visas are in the charge of a charter or Common Carrier, and delivery is delayed, this coverage will continue until such property is delivered to the Insured. This coverage does not include loss caused by the delay.

**Property Not Covered:** The Insurer will not pay for damage or loss of:

- (a) animals;
- (b) bicycles (except when checked with a Common Carrier);
- (c) motor vehicles, aircraft, and other conveyances;
- (d) artificial limbs, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- (e) tickets, keys, money, notes, securities, accounts, bills, currency, deeds, food stamps or other evidences of debt, credit cards, 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 Contracted Departure Date; or
- (h) contraband.

**Special Limitation:** The Insurer will not pay more than \$500 for the first item and thereafter, no more than \$250 per item up to the limit of coverage as defined on the Schedule of Benefits. The Insurer will not pay more than \$500 aggregate on all losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, sporting equipment, computers, and other electronic devices. Items over \$150 must be accompanied by original receipts. If receipts are not provided, benefits will be reduced.

**Additional Exclusions:** In addition to the General Exclusions, the Insurer will not pay this loss due to: (a) defective materials or craftsmanship; (b) normal wear and tear; (c) deterioration; or (d) rodents, animals, or insects.

**Payment of Loss: The Insured Must:** (a) report theft losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs. The Insurer will reimburse the Insured for those expenses. The Insurer will not pay for further damage if the Insured fails to protect his/her Baggage; (c) allow the Insurer to examine the damaged Baggage and/or the Insurer may require the damaged item to be sent in the event of payment; (d) send sworn proof of loss as soon as possible from date of loss, providing amount of loss, date, time, and cause of loss, and a complete list of damaged/lost items; or (e) in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to reduce his/her loss. Any items \$150 or more must be accompanied by the original receipt.

Benefits for Baggage and Personal Effects will be the excess of any amount paid or payable by a common carrier or other third party responsible for the loss.

### **BAGGAGE DELAY**

The Insurer will reimburse up to the Maximum Limit shown on the Schedule of Benefits for the cost of necessary personal effects purchased by the Insured during the Trip, if the Insured's Baggage is delayed or misdirected for more than 24 hours. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured reaches his/her Return Destination.

**Payment of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the emergency purchases.

### **MEDICAL EXPENSE BENEFIT**

The Insurer will pay this benefit up to the deductible and the Maximum Limit shown on the Schedule of Benefits. The Insurer will pay for Reasonable and Customary Charges for medical and surgical expenses incurred by the Insured within one year from the date of Injury or Sickness provided initial treatment was received during the Trip. The Injury must occur or Sickness must begin while the Insured is covered by the policy.

**Covered Expenses:** The Insurer will pay emergency dental treatment only during a Trip. Dental coverage 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. The Insurer will pay for professional nursing, Hospital charges, X-ray, and ambulance services and prosthetic devices. Physical therapy will be covered up to 90 days after the Insured reaches his/her Return Destination. Benefits payable will not exceed Reasonable and Customary Charges for similar services in the geographic area in which the services were rendered.

If the Insured is covered by any other group, blanket health, accident insurance, or assistance plan, and would, as a result, receive total benefits in excess of the expenses actually incurred, the benefits the Insurer will pay will be reduced by such excess. The Insurer also will not pay for amounts paid or awarded under any workers' compensation, disability benefit or similar law.

**Additional Exclusions:** In addition to the General Exclusions, coverage is not provided for: (a) routine physical examinations; (b) mental health care; (c) replacement of hearing aids, eye glasses, contact lenses, sunglasses, and artificial teeth; (d) routine dental care; (e) any service provided by the Insured, an immediate family member, or Traveling Companion.

**Payment of Loss:** The Insured must provide the Insurer with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to the Insurer.

If the Insured is covered by any other group, blanket health, accident insurance, or assistance plan, and would, as a result, receive total benefits in excess of the expenses actually incurred, the benefits the Insurer will pay will be reduced by such excess. The Insurer also will not pay for amounts paid or awarded under any workers' compensation, disability benefit or similar law.

## EMERGENCY MEDICAL TRANSPORTATION

The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule of Benefits. Travel Guard will arrange for emergency medical transportation services required by the Insured as the result of any Injury or emergency Sickness during a Trip.

**Covered Expenses:** The Insurer will pay: (a) Reasonable and necessary charges required for evacuation to the nearest adequate medical facility or home if medically required. This service will be arranged only if the Insured's Physician determines that adequate medical treatment is not locally available; (b) for reasonable and necessary charges for escort expenses required by the Insured, if the Insured is disabled during a Trip and an escort is recommended, in writing, by a Physician; (c) Reasonable and necessary charges for services for transportation of the Insured's remains to his/her place of residence if he/she dies during a Trip.

Service must be provided by a provider designated by Travel Guard. Timely notification by the Insured to the Insurer's designated provider is required, with regard to emergency evacuation.

The insurance provided under this benefit shall be excess of all other valid and collectible insurance or indemnity and shall apply only when such other benefits are exhausted.

**Additional Benefit:** In addition to the above covered expenses, if the Insurer has previously evacuated an Insured to a medical facility, the Insurer will pay his/her airfare costs from that facility to the Insured's Return Destination, within one year from the Insured's original Contracted Return Date, less refunds from the Insured's unused transportation tickets. Airfare costs will be economy, or first class if the Insured's original tickets are first class. This benefit is available only if it is not provided under another coverage in the policy.

**The Insured Must:** Contact Travel Guard® (1.866.833.8784 or 1.715.345.0505) prior to arranging emergency medical transportation. Failure to do so may affect coverage.

## PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared with what coverage the loss was under (i.e., Medical Expenses), 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: 1.866.833.8784). All California claims will be administered by Mercury Claims Administrator Services, LLC.

**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 Insurer 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 paid on account of an Insured's death will be paid to the beneficiary he/she has chosen. This choice must be in writing and filed with the Insurer, or filed with the Insurer or Insurer's administrator if Insurer has agreed in advance. If the Insured has not chosen a beneficiary, or if there is no beneficiary alive when he/she dies, Insurer will pay this benefit:

- (1) To his/her spouse, if living.
- (2) If there are none, in equal shares to his/her living children.
- (3) If there are none, in equal shares to his/her living parents.
- (4) If there are none, in equal shares to his/her living brothers and sisters.
- (5) If there are none, to his/her 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 \$1,000 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 Insurer makes in good faith fully discharges Insurer to the extent of that payment.

All other benefits will be payable to the Insured. However, if he/she has assigned his/her benefits, Insurer will honor the assignment, if Insurer has a signed copy of the assignment. A payment made pursuant to such an assignment shall discharge Insurer from further liability under the policy to the extent of such payment. Under no circumstances shall Insurer be responsible for the validity or sufficiency of any such assignment.

## GENERAL PROVISIONS

**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 Insurer's behalf nor to alter, modify, or waive any of the provisions of the policy.

**Autopsy:** The Insurer at its own expense, may require an autopsy where permitted by law.

**Concealment or Fraud:** The Insurer does not provide coverage for the Insured if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the policy or claim.

**Insurer's Recovery Rights:** In the event of a payment under the policy, the Insurer is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever is necessary to help the Insurer exercise those rights, and do nothing after the

loss to harm the Insurer's rights. When an Insured has been paid benefits under the policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Insurer by the Insured and reimbursed to the Insurer the extent of the Insurer's payment. This provision does not apply in North Carolina.

**Legal Actions:** No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 3 years (or the minimum period of time permitted by state law, if greater) after the date claim forms are due.

**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 the Policy:** Termination of the policy will not affect a claim for loss which occurs while the policy is in force.

**Transfer of Coverage:** Coverage under the policy cannot be transferred by the Insured to anyone else.

**Notice to Florida residents:** The benefits of the Policy providing your coverage are governed primarily by the law of a state other than Florida.

Notice: Your homeowners policy, if any, may provide coverage for loss of personal effects provided by any Baggage/Personal Effects coverage provided by this policy. This insurance is not required in connection with the Insured's purchase of travel tickets.

The definition of "Hospital" applicable to residents of Florida is as follows: Hospital means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis or is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home 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; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

The Legal Actions provision applicable to residents of Florida is as follows: 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.

Exclusion (i) does not apply to residents of Florida. For inquiries, information about coverage or for assistance in resolving complaints call: 1.866.833.8784.

### 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
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Assistance with emergency prescription replacement
- 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
- Assistance with medical equipment rental/replacement

#### 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
- Assistance with rental vehicle booking
- Emergency return travel arrangements

- Roadside assistance
- Rental Vehicle Return Arrangements
- Guaranteed hotel check-in
- Missed connection coordination

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

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/](http://www.treas.gov/offices/enforcement/ofac/) or a Travel Guard representative.

# Travel Guard.

**Travel Smart. Travel Insurance.**

**Satisfaction Guaranteed** — Travel Guard is committed to providing products and services that will exceed expectations. If You are not completely satisfied, You can receive a refund of the cost, minus the service fee. Requests must be submitted to Travel Guard in writing within 15 days of the effective date of the coverage, provided it is not past the original departure date.

#### 24-Hour Emergency Assistance Telephone Numbers

Continental USA.....**1.866.833.8784**

International.....**1.715.345.0505**

LiveTravel® 24-Hour Assistance.....**1.800.826.8597**

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

**- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -**