

# Description of Coverage

## Savvy Traveler

All coverages are per person.

	Maximum limit
Trip Cancellation .....	100% of insured Trip Cost
Trip Interruption .....	100% of insured Trip Cost
Trip Delay (Maximum of \$100 per day).....	\$500
Airline Delay .....	\$250
Baggage & Personal Effects Loss.....	\$500 (Deductible \$50)
Baggage Delay .....	\$100
Medical Expense.....	\$10,000 (Deductible \$50)
Emergency Evacuation and Repatriation of Remains .....	\$100,000

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

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

### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Insurer will waive the pre-existing medical condition exclusion up to a maximum of the first \$15,000 of Trip Cost per person if the following conditions are met:

1. This plan is purchased within 15 days of making the Initial Trip Payment;
2. The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase, and the cost of any subsequent arrangement(s) added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangement(s);
3. All Insured's are medically able to travel when plan cost is paid.

### 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 -

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### IMPORTANT

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

### PLEASE READ THIS DOCUMENT CAREFULLY!

The Policy will contain reductions, limitations, exclusions and termination provisions. Full details of coverage are contained in the Policy. If there are any conflicts between the contents of this document and the Policy (form series T30337NUFIC), the Policy will govern in all cases. Insurance underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., with its principal place of business in New York, NY. Coverage may not be available in all states.

— Coverage only available to Indiana residents. —

### DEFINITIONS

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

**“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 in a legal partnership; and (2) is actively involved in the daily management of the business.

**“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, facility or provider; or persons employed by any service, provider or facility to supply assisted living.

**“Children” /“Child”** means, with respect to Medical Expense and Emergency Evacuation benefits, 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. 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.

**“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 non elective 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.

**“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.

**“Family Member”** means the Insured’s, or Traveling Companion’s spouse, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward spouse or Domestic Partner of any of the above.

**“Financial Default”** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, cruise line, or airline.

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**“Hospital”** means a facility that:

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

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 clinic, 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; 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 or the armed forces.

**“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.

**“Injury/Injured”** means a bodily injury caused by an accident resulting directly and independently of all other causes of Loss covered by the Policy and is not a Pre-existing Condition. 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; and
- (c) while covered under the Policy

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

**“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, volcanic eruption, fire, wildfire 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.

**“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.

**“Pre-existing medical condition”** means an Injury, Sickness or other physical condition of an Insured, for which medical advice or treatment was received during the 365 days immediately preceding the effective date of the plan. It may not apply to a loss incurred beginning after the end of a continuous period of 365 days beginning on or after the effective date of coverage under the plan, during which time the Insured did not receive medical advice or treatment in connection with the Injury Sickness or other physical condition.

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

**“Reasonable Additional Expenses”** means expenses for meals, taxi fares, essential telephone calls 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:

- (1) is charged for treatment, supplies, or medical services Medically Necessary to treat the Insured's condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) 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 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 illness or disease treated by a Physician while the Insured's coverage under the Policy is in force and is not a pre-existing condition.

**“Strike”** means a stoppage of work:

- (1) announced, organized, and sanctioned by a labor union and
- (2) which interferes with the normal departure and arrival of a Common Carrier.

This includes work slowdowns and sickouts. The Insured's Trip cancellation coverage must be effective prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.

**“Transportation”** means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**“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 365 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.

**“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.

## EFFECTIVE AND TERMINATION DATES

**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:

- (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, provided any required plan cost has been paid.

**Termination Date:** All coverage, other than Trip Cancellation, ends on the earlier of:

- (a) the date the Trip is completed;
- (b) the scheduled Return Date;
- (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

**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.

### **Extension of Coverage:**

All coverage (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 one of the 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 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 or Traveling Companion while sane or insane;
- (b) participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;
- (c) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment;

- (d) war or act of war, whether declared or not, civil disorder, riot, or insurrection;
- (e) operating or learning to operate any aircraft, as student, pilot, or crew;
- (f) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (g) loss or damage caused by detention, confiscation, or destruction by customs;
- (h) any unlawful acts affecting the Trip, committed by the Insured;
- (i) Mental, Nervous or Psychological Disorder, in excess of the Maximum Limit shown in the Schedule;
- (j) if the Insured's tickets do not contain specific travel dates (open tickets);
- (k) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;
- (l) 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;
- (m) Experimental or Investigative treatment or procedures;
- (n) any loss that occurs at a time when this coverage is not in effect;
- (o) traveling for the purpose of securing medical treatment;
- (p) care or treatment which is not Medically Necessary;
- (q) any Trip taken outside the advice of a Physician.

### **The following exclusions apply to Baggage/Personal Effects 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 credit cards;
- (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 and Trip Interruption:**

Unless otherwise provided by this plan 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 business or contractual obligations of the Insured, a Family Member, or Traveling Companion, for any reason;
- (e) any government regulation or prohibition;
- (f) an event which occurs prior to the Insured's coverage Effective Date;
- (g) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements;
- (h) Financial Default.

### **The following exclusions apply to the Medical Expense Benefit:**

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

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses, sunglasses, artificial teeth; and prosthetics;
- (d) routine dental care;
- (e) any service provided by the Insured, a Family Member, or Traveling Companion or Traveling Companion of Family Member;
- (f) alcohol or substance abuse or treatment for the same;
- (g) pregnancy existing on the effective date of the plan, childbirth, or elective abortion, other than Complications of Pregnancy; or Normal Pregnancy or Childbirth (unless as specifically covered herein), fertility treatments, or elective abortion, other than complications of pregnancy of the Insured;
- (h) Pre-existing medical conditions. Once the pre-existing condition is no longer considered pre-existing, this exclusion no longer applies, subject to all the other terms and conditions of the policy.

## TRIP CANCELLATION AND/OR 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 events:

- (a) Sickness, Injury or death of an Insured or Traveling Companion. Injury or Sickness of an Insured or Traveling Companion must be so disabling as to reasonably cause a Trip to be canceled, 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. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date.

- (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 or Destination 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.

#### **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 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 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 Insured 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 Trip 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 canceled, or interrupted due to the events shown in the Trip Cancellation/Trip Interruption section and the Insured does not cancel.

#### **TRIP DELAY**

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 events listed below:

- (a) the Insured's or Traveling Companion's lost or stolen passports, travel documents, or money;
- (b) Natural Disaster;
- (c) the Insured being involved in or delayed due to a traffic accident while en route to a departure as substantiated by a police report;
- (d) the Insured or Traveling Companion is quarantined;
- (e) Strike.

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 he/she knows his/her Trip is going to be delayed more than 12 hours.

#### **AIRLINE DELAY**

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 as a result of a cancellation or delay of a regularly scheduled airline flight for one of the events listed below:

- (a) Common Carrier delay;
- (b) Inclement Weather which prohibits Insured's Common Carrier departure.

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 he/she knows his/her Trip is going to be delayed more than 12 hours.

#### **BAGGAGE AND 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, travel documents and visas during the Insured's Trip after satisfaction of the Deductible shown in the Schedule.

##### **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, furs, 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.

#### **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.

#### **MEDICAL EXPENSE BENEFIT**

The Insurer will reimburse the Insured up to the Maximum Limit(s) shown on the Schedule after satisfaction of the Deductible shown in the Schedule. Benefits will be paid if an Insured suffers an Injury or a Sickness that requires him or her to be treated by a Physician within 90 days of the date of the accident that caused the Injury or onset of Sickness. The Insurer will pay the Reasonable and Customary Charges incurred for Medically Necessary Covered Expenses received due to that Injury or Sickness only during the Insured's Trip.

**Covered Expenses:**

The Insurer will pay for:

- services of a Physician or Registered Nurse (R.N.);
- Hospital charges;
- X-ray(s);
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- the cost of emergency dental treatment only during a Trip limited to a Maximum Limit shown in the Schedule. 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.

**Advance Payment:** If an Insured requires admission to a Hospital, Travel Guard will arrange advance payment, if required. Hospital confinement must be certified as Medically Necessary by the attending Physician.

### EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

The Insurer will pay for Covered Emergency Evacuation Expenses incurred if an Insured suffers an Injury or Sickness while he or she is on a Trip that warrants his or her Emergency Evacuation. Benefits payable are subject to the Maximum Limit shown on the Schedule for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes.

**Covered Emergency Evacuation Expenses** are the reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible. Expenses for Transportation must be:

- (a) ordered by the attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available;
- (b) required by the standard regulations of the conveyance transporting the Insured; and
- (c) 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.

**Special Limitation:** In the event Travel Guard could not be contacted to arrange for emergency Transportation, benefits are limited to the amount the Insurer would have paid had the Insurer or their authorized representative been contacted.

The Insurer will also pay a benefit for reasonable and customary charges incurred for an escort's transportation and accommodations if an attending Physician recommends in writing that an escort accompany the Insured.

**Emergency Evacuation means:**

- (a) the Insured's medical condition warrants immediate Transportation from the place where the Insured is injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained;
- (b) after being treated at a local licensed medical facility, the Insured's medical condition warrants transportation to the Insured's adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover; or
- (c) both (a) and (b) above.

**LIMITATIONS:**

- 1) Benefits are only available under Emergency Evacuation if they are not provided under another coverage in the plan.
- 2) The Maximum Limit payable for both Emergency Evacuation and Repatriation of Remains is shown in the Schedule.

**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 Return Date, less refunds from the Insured's unused transportation tickets. Airfare costs will be economy, or same class as the Insured's original tickets.

**REPATRIATION OF REMAINS**

The Insurer will pay Repatriation Covered Expenses to return the Insured's body to city of burial if he/she dies during the Trip up to the Maximum Limit shown on the Schedule.

**Repatriation Covered Expenses** include, but are not limited to, the reasonable and customary expenses for transportation, according to airline tariffs, of the remains by the most direct and economical conveyance and route possible.

Travel Guard must make all arrangements and authorize all expenses in advance for this benefit to be payable.

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

**PAYMENT OF CLAIMS**

**Claim Procedures: Notice of Claim:** The Insured must call or provide written notice of claim to Travel Guard within 20 days after an Injury or onset of Sickness or as soon as reasonably possible. Failure to give notice within the 20 day period does not invalidate or reduce any claim if it can be shown that it was not reasonably possible to give notice within that period and that notice was given as soon as was reasonably possible. 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 WI 54481 (telephone 1.866.833.8784). All accident, health, and life claims will be administered by Mercury Claims & Assistance of WI, LLC.

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to the 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 the 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 that Insured's death, will be paid to the survivors of the first surviving class of those that follow:

- (1) the Beneficiary named by that Insured and on file with the 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.

All other benefits will be payable to the Insured.

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 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.

Benefits for Medical Expense/Emergency Evacuation services may be payable directly to the provider of the services. However, the provider: (a) must comply with the statutory provision for direct payment, and (b) must not have been paid from any other sources.

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

**Baggage and Personal Effects 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; or (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.

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

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

**The following provisions apply to Baggage Delay and Baggage/Personal Effects:**

**Notice of Loss.** If the Insured's property covered under the Policy is lost or damaged, the Insured must:

- (a) notify Travel Guard as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**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 to comply with these conditions shall not invalidate any claims under the Policy.

**Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to the Insurer. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. 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 Medical Expense, Baggage Delay, Baggage/Personal Effects and Emergency Evacuation:**

**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 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.

**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 Insured**

If the Insured has a Grievance relating to his/her coverage, he/she may file a grievance orally or in writing.

#### **Grievance Procedures Notice to Insured**

The Insurer shall provide timely, adequate, and appropriate notice to each Insured of:

- (1) the grievance procedure required under Indiana law;
- (2) the external grievance procedure required under Indiana law;
- (3) information on how to file a grievance and a request for an external grievance review permitted under Indiana law; and
- (4) a toll free telephone number through which an Insured may contact the Insurer at no cost to the Insured to obtain information and to file grievances.

**"Grievance"** means any dissatisfaction expressed by or on behalf of an Insured regarding:

- (1) a determination that a service or proposed service is not appropriate or medically necessary;
- (2) a determination that a service or proposed service is experimental or investigative;
- (3) the availability of participating providers;
- (4) the handling or payment of claims for health care services; or
- (5) matters pertaining to the contractual relationship between:
  - (A) an Insured and an Insurer; or
  - (B) a group policyholder and an Insurer;and for which the Insured has a reasonable expectation that action will be taken to resolve or reconsider the matter that is the subject of dissatisfaction.

You may contact Senior Claims Adjuster, Travel Guard, P.O. Box 47, Stevens Point, WI 54481, at 1.866.833.8784, or FAX 1.715.295.1113.

Should you feel you are not being treated fairly, we want you to know you may contact the Indiana Department of Insurance with your complaint and seek assistance from the governmental agency that regulates insurance. To contact the Department, write or call: Public Information/Market Conduct, Indiana Department of Insurance, 311 West Washington Street, Suite 300, Indianapolis IN 46204-2787, Consumer Hotline: 1-800-622-4461, or in the Indianapolis area 1-317-232-2395.

#### **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
- Arrangements for repatriation of mortal remains
- Return travel arrangements
- Arrangements for 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
- Medical equipment rental/replacement arrangements

##### **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 arrangements
- Guaranteed hotel check-in
- Missed connections coordination

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

Where available, we can arrange direct payment to a member of our Preferred medical network, saving you the time and paperwork associated with reimbursement of medical expenses. Our assistance coordinators also can help you locate the nearest and most appropriate medical provider, monitor your care, and provide updates to your family and/or employer.

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  
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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.