

Thank You for Choosing Travel Guard! We are happy to be part of your trip

This document introduces you to the travel insurance policy and provides you with general information that may be helpful in understanding the policy. The policy is a legal contract between you and National Union Fire Insurance Company of Pittsburgh, Pa which provides insurance coverage for your trip through its relationship with Travel Guard. Please be sure to read the policy thoroughly. It includes a Schedule Page that shows the benefits that are offered. It will also include a Declarations Page that shows the base policy benefits and any additional benefits you elected.

Requirements to Purchase a Policy

- 1 You are a U.S. resident at the time you buy the policy, and are still a U.S. resident when you begin your Trip.
- 2 You must purchase the policy no later than 24 hours prior to departure.

What You Should Know

-  The policy covers specific **Unforeseen** events and losses, and only under the conditions listed in the policy.
-  The policy is designed to reimburse you after a Loss is incurred and a claim is filed. The Payment of Claims section supplies additional information on what is needed to file a claim.
-  Please take note of the definitions for **Trip Cost** and **Cancellation Penalties**. They explain how to determine trip costs for different scenarios so you can accurately insure the trip costs you have invested.
-  The policy uses the term “days” throughout the document. With the exception of its usage with specific times, like those used in the Effective and Termination Dates section, e.g. 11:59 P.M. on the day before the scheduled **Departure Date**, they will refer to the actual number of days, regardless of the time of day. For example, if you are traveling June 1st, June 2nd and June 3rd, your trip length is 3 days, no matter what time you leave or return.
-  We understand that trip plans can change. If your dates of travel change, or you pay for additional trip components, you must update your application with us to include the additional trip components and/ or any other changes. You can easily do this online at www.travelguard.com, or you can call us at 1.800.826.1300. If you travel without updating your application and then file a claim, the benefit payment may be reduced.

 If you find that you don't want this policy for any reason, you can let us know by sending an email to: refund@travelguard.com. If you do this within 15 days of the Effective Date of the policy, we will refund the premium.

 If you have a claim, you can file it online at www.aig.com/travelclaims or contact us at 1.800.826.1300 between 7a.m. and 7p.m. Central Time.

 If you need to contact Travel Guard for questions or assistance during your trip, please call 1.715.345.0505. You may call collect if you are calling outside of the U.S.

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

- 1 **Schedule of Benefits.** This lists the base policy benefits and the amount of coverage for each benefit, as well as options you may add to your policy. Each of these benefits will pay up to the limit shown for covered losses.
- 2 **Effective and Termination Dates.** It's important for both of us to know when your coverage is active. This section explains when each of the benefits in the policy start and when they end.
- 3 **Definitions.** You'll notice that some words in this policy are **Capitalized**, **Bold** and **Italics**. These are words that have specific meanings in the policy, and it's important that you know exactly what they are. When you see a capitalized, bold, italicized word, you can find the applicable meaning in the Definitions section.

- 4 **Benefits.** Each benefit in your policy will state the events or losses we will cover. You will also find an explanation of the payments we will make if one of those events occurs. Not every loss may be covered, and not every expense incurred in a loss may be paid, so please read the policy carefully.
- 5 **Exclusions.** The policy contains a General Exclusions section that applies to all benefits. Some benefits will include an exclusions section that will only apply to that particular benefit. The exclusions section lists the items or types of losses that are not covered under the policy, so be sure to read them as well to get a full understanding of how your benefits apply.
- 6 **Payment of Claims.** If you file a claim with us, this section shows which documentation is required, and how and where to send it.
- 7 **General Provisions.** This section explains contractual details of the policy.
- 8 **Services.** In addition to the insurance coverage provided by the policy, Travel Guard offers world-class assistance services to our customers.

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

We are available 24/7 at (1.800.826.1300)



Travel Guard®



Travel Guard®



TRAVEL GUARD ANNUAL TRAVEL PLAN POLICY OF INSURANCE

Product Code: 924801 NW 08/19



Assistance Services

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

- Travel Medical Assistance • Worldwide Travel Assistance • Emergency Travel Assistance
- Concierge Services • Identity Theft Services • Personal Security Assistance

STATE AND PRIVACY NOTICE

This document is only applicable to residents of Alabama, Arkansas, Arizona, Connecticut, Delaware, Georgia, Hawaii, Iowa, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, Nebraska, New Jersey, New Mexico, Nevada, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Utah, West Virginia, Wisconsin and Wyoming. If you are from any other state, [click here](#) to find your state-specific Policy, or call Travel Guard at 1.800.826.1300. To view and print a copy of our privacy notice, please visit: www.travelguard.com/default/privacynotice.aspx

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

INDIVIDUAL TRAVEL PROTECTION POLICY

IMPORTANT

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

PLEASE READ THIS DOCUMENT CAREFULLY!

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

This Policy is a legal contract between the Insured and the Company. It is important that you read your Policy carefully. Please refer to the **Schedule** or **Declarations Page**. It provides you with specific information about the insurance you purchased.

FIFTEEN DAY LOOK

You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your scheduled **Departure Date**. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy. After this 15 day period, the premium is non-refundable.

Coverage may not be available in all states.

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

President

Secretary

SCHEDULE OF BENEFITS

All coverages are aggregate amounts which will diminish in value per paid claim during the Plan Term.

	Maximum Limit Per Person
Trip Interruption	100% of Trip Cost up to a maximum of \$2,500
Trip Delay	up to \$150 per day, to a maximum of \$1,500
Missed Connection.....	\$500
Baggage Coverage.....	\$2,500
<i>Per-item restrictions apply, see benefit wording for details.</i>	
Baggage Delay	up to \$200 per day, to a maximum of \$1,000
Travel Medical Expense	\$50,000
Dental.....	\$500
Emergency Evacuation & Repatriation of Remains	\$500,000 (Maximum of 2 evacuations)
Non-flight Accidental Death & Dismemberment.....	\$50,000
Security Evacuation	\$100,000

For Questions or Information, Contact:



www.TravelGuard.com



1.800.826.1300

24 hours a day, 7 days a week

Or call National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) at: 1.212.458.5000

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SECTION I ANNUAL PLAN EFFECTIVE AND TERMINATION DATES

Plan Term

The plan term begins at 12:01 A.M. local time on the date that the **Insured** specifies as the **Start Date** during the application process, provided the required cost has been paid. The **Start Date** cannot be less than 3 days after the date of application unless the date specified immediately follows the last day of the coverage term of the **Insured's** Travel Guard annual travel insurance plan underwritten by the **Company**.

The plan term will end on the earlier of:

- 11:59 P.M. local time on the, 364th day from the **Start Date**; or
- the date the last benefit is exhausted.

Coverage Effective and Termination Dates:

All benefits are effective on the date and time the **Insured** begins each covered **Trip** during the Plan Term; or, if the **Insured** is already on the **Trip**, benefits for that **Trip** will begin on the **Start Date**. Benefits end on the earliest of:

- the date and time the **Insured** arrives at the **Return Destination** (or the **Destination** for one-way travel); or
- 11:59 P.M. local time on the 90th day of travel if any individual **Trip** is greater than 90 days in length; or
- the date the last benefit is fully exhausted; or
- the end of the Plan Term.

SECTION II GENERAL EXCLUSIONS

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

- any loss that occurs at a time when the applicable benefit is not in effect, as outlined in the Effective and Termination Dates section; or
- war or act of war, whether declared or not; or
- participation in a **Riot, Civil Disorder**, or insurrection; or
- commission of or attempt to commit a felony by the **Insured, a Family Member, a Traveling Companion, or Business Partner**; or
- being under the influence of drugs or narcotics, unless administered upon the advice of a **Physician** as prescribed; or
- intoxication above the legal limit at the **Insured's** location at the time of loss; or
- any **Trip** taken by the **Insured or Traveling Companion** outside the advice of a **Physician**; or
- the release, escape, or dispersal of: nuclear or radioactive contamination; pathogenic, poisonous biological or chemical materials.

EXCESS INSURANCE LIMITATION

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

PRIMARY INSURANCE

The insurance provided by this Policy for Trip Interruption and Travel Medical Expense will be paid on a **Primary** basis. This is subject to recovery. The **Company** will pay the claim first then seek to recover any payments made by a third party.

SECTION III BENEFITS

TRIP INTERRUPTION

The **Company** will pay a benefit to reimburse the **Insured** for covered expenses, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, if an **Insured** is unable to continue on his/her **Trip** due to any of the following **Unforeseen** events:

- (a) **Sickness, Injury**, or death of an **Insured, Family Member, Traveling Companion, Business Partner, or Host at Destination. Sickness or Injury** must be certified by a **Physician**;
 - (1) **Sickness or Injury** of an **Insured, Traveling Companion, or Family Member** traveling with the **Insured**, which results in medically imposed travel restrictions as certified by a **Physician** at the time of **Loss**;
 - (2) **Sickness or Injury** of a **Family Member** not traveling with the **Insured** must be because their condition is life-threatening or because they require the **Insured's** immediate care;
 - (3) **Sickness or Injury** of the **Business Partner** must be so disabling as to reasonably cause the **Insured** to interrupt the **Trip** to assume daily management of the business;
- (b) the **Insured** or **Traveling Companion** is hijacked, quarantined, subpoenaed, required to serve on a jury, or required to appear as a witness in a legal action provided the **Insured** or a **Traveling Companion**; is not a party to the legal action or appearing as a law enforcement officer;
- (c) the **Insured** or **Traveling Companion** is called to active military service or as a reservist, or military leave is revoked or reassigned. The military leave for the dates of travel must be approved prior to the effective date of coverage;
- (d) the **Insured's** or **Traveling Companion's Primary Residence** is made **Uninhabitable**, or the **Destination** is made **Uninhabitable** or **Inaccessible**, by **Natural Disaster** (other than a hurricane), fire, vandalism, or burglary;
- (e) a named hurricane making the **Insured's Primary Residence Uninhabitable**, or making the **Destination Inaccessible** or **Uninhabitable**. Coverage for a hurricane applies only if insurance was purchased prior to the tropical storm first being upgraded to a hurricane;
- (f) the **Insured** or **Traveling Companion** is delayed due to a traffic accident while en route to the **Insured's Destination**. The traffic accident must be substantiated by a police report;
- (g) the **Insured** will be attending a **Family Member's** or surrogate mother's **Childbirth**. The pregnancy must occur after the effective date of coverage and must be verified by medical records;

- (h) **Financial Default** of a **Travel Supplier**; provided the **Financial Default** occurs more than 14 days following the **Insured's** effective date for the Trip Interruption benefit. There is no coverage for the **Financial Default** of any person, organization, agency, or firm from whom the **Insured** purchased travel arrangements supplied by others;
- (i) **Strike** causing cancellation or delay of the **Insured's** pre-arranged travel services;
- (j) **Inclement Weather** causing cancellation or delay of the **Insured's Trip**;
- (k) a **Terrorist Incident** in a **City** listed on the **Insured's** itinerary within 30 days of the **Insured's** scheduled arrival;
- (l) mechanical/equipment failure of a **Common Carrier** which results in a delay of the **Insured's Trip** for at least 48 consecutive hours.

Trip Interruption Benefits: The **Company** will pay a benefit to reimburse the **Insured** for any of the following applicable expenses, up to the maximum limit shown in the **Schedule** or **Declarations Page**, for **Trips** that are interrupted due to any of the **Unforeseen** events listed above:

- (a) **Cancellation Penalties** for **Unused** travel arrangements, and
- (b) additional transportation expenses incurred by the **Insured** (not to exceed the same class as the **Insured's** original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to:
 - (1) the **Return Destination**; or
 - (2) the **Insured's Destination**, or to a place where the **Insured** can continue their **Trip**.

Trip Interruption Exclusions:

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

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

SPECIAL NOTIFICATION OF CLAIM

The **Insured** must notify the **Travel Supplier** within 72 hours or as soon as reasonably possible in the event of a Trip Interruption claim. The **Company** will not pay for any additional penalty charges incurred that would not have been imposed had the **Insured** notified the **Travel Supplier** within the specified period. If the **Insured** is unable to provide cancellation notice within the required timeframe, the **Insured** must provide proof of the circumstance that prevented timely notification.

TRIP DELAY

The **Company** will pay a benefit to reimburse the **Insured** up to the maximum limit shown in the **Schedule** or **Declarations Page** for **Reasonable Additional Expenses** until travel becomes possible to the originally scheduled **Destination** if the **Insured's Trip** is delayed. If the **Insured** is separated from their **Baggage** during the trip delay, the **Company** will also reimburse the **Insured** for **Necessary Personal Effects**.

The **Insured's Trip** must be delayed 5 or more consecutive hours due to a cancellation or delay for one of the **Unforeseen** events listed below which prevents the **Insured** from reaching his/her intended **Destination**:

- (a) the **Insured** being delayed due to a traffic accident while en route to a departure as substantiated by a police report;
- (b) the **Insured's** or **Traveling Companion's** lost or stolen passports, travel documents, or money;
- (c) the **Insured** or **Traveling Companion** is quarantined;
- (d) **Natural Disaster**;
- (e) **Injury, Sickness**, or death of the **Insured** or **Traveling Companion**;
- (f) **Civil Disorder**;
- (g) hijacking;
- (h) **Common Carrier** delay;
- (i) reasons listed under Trip Interruption.

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

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

MISSED CONNECTION

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

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

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

BAGGAGE COVERAGE

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

Special Limitations:

The **Company** will reimburse the **Insured** up to:

- (a) \$500 for the first item; and
- (b) \$250 for each subsequent item; and
- (c) \$500 aggregate on all **Losses** to:
 - (1) jewelry, watches, and furs; and

- (2) electronic devices, including but not limited to: personal computers, cameras and camera equipment, camcorders, cell phones, smartphones, portable music players, tablet devices, and other wireless handheld devices.

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

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

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

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

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

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

The Baggage Coverage maximum limit shown in the **Schedule** or **Declarations Page** also includes:

- (a) the cost to replace the **Insured's** passport or visa if it is lost, stolen or damaged during the **Trip**. The loss, theft or damage must be documented by a police report.

The **Insured** must: (a) report theft **Losses** to police or other local authorities as soon as possible; and (b) send sworn proof of **Loss** as soon as possible from date of **Loss**; and (c) take reasonable steps to protect his/her **Baggage** from further damage and make necessary and reasonable temporary repairs. The **Company** will reimburse the **Insured** for those expenses, but will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

BAGGAGE DELAY

The **Company** will pay a benefit to reimburse the **Insured** for the purchase of **Necessary Personal Effects**, up to the Maximum Limit shown in the **Schedule** or **Declarations Page**, if the **Insured's Baggage** is delayed or misdirected by the **Common Carrier** for more than 12 hours while on a **Trip**.

Incurred expenses must be accompanied by receipts.

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

Baggage Coverage Exclusions:

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

- (a) loss caused by animals, rodents, insects or vermin; or
- (b) loss of, or damage to, bicycles (except when checked with a **Common Carrier**); or
- (c) loss of, or damage to, motor vehicles; or
- (d) loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids; or
- (e) loss of, or damage to, keys, notes, securities, accounts, deeds, food stamps, bills, or other evidences of debt, money, stamps, stocks and bonds, postal or money orders, and tickets; or
- (f) loss of, or damage to, property shipped as freight, or shipped prior to the **Departure Date**; or
- (g) loss of, or damage to, contraband; or

- (h) loss of, or damage to, items seized by any government official or customs official; or
- (i) damage caused by any process of repair; or
- (j) loss resulting from defective materials or craftsmanship; or
- (k) damage caused by radioactive contamination; or
- (l) loss resulting from mysterious disappearance; or
- (m) loss resulting from normal wear and tear or deterioration; or
- (n) any loss that occurs on a **Trip** with a **Destination** less than 100 miles from the **Insured's Primary Residence**, or on a **Trip** that is not overnight in length.

TRAVEL MEDICAL EXPENSE BENEFIT

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

Travel Medical Covered Expenses:

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

- (a) services of a **Physician** or registered nurse (R.N.), and related tests or treatment; and
- (b) **Hospital** charges; and
- (c) prescription medication to treat the **Injury** or **Sickness**; and
- (d) artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices.

The **Company** will not pay for any expenses incurred after the Coverage Termination Date as shown in the Effective and Termination Dates section of this Policy, regardless of the reason.

Emergency Dental

If, while on a **Trip**, the **Insured** suffers an **Injury** or **Sickness** that requires emergency dental treatment by a **Physician**, the **Company** will pay a benefit to reimburse the **Insured** for covered expenses up to the maximum limit shown in the **Schedule** or **Declarations Page**.

Emergency dental covered expenses:

- (a) services and supplies for the relief of dental pain; and
- (b) the repair or replacement of teeth or dental implants, due to an **Injury** or **Sickness** which first occurs during the **Trip**.

Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the **Insured** has reached his/her **Return Destination**, regardless of the reason. The treatment must be given by a **Physician** or dentist. This coverage is inclusive of the maximum limit for the Travel Medical Expense benefit.

Advance Payment

The **Company** will pay up to \$5,000 directly to the provider if, while on a **Trip**, the **Insured** suffers an **Injury** or **Sickness** which requires admission to a **Hospital**, and the **Hospital** requires payment prior to admission. This amount will be deducted from the Travel Medical Expense benefit limit shown in the **Schedule** or **Declarations Page**. The **Insured** agrees to reimburse this payment to the **Company** if: (a) the **Insured** does not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that the **Insured's** Travel Medical Expense claim is not covered.

The **Company** will provide advance payment when required and requested by the **Insured**. However:

- (a) The **Company** reserves the right to deny a request for advance payment if the **Company** confirms that the **Insured's** claim is not covered under the Policy; and
- (b) An advance payment made by the **Company** is not a guarantee of claim approval.

Travel Medical Expense Exclusions:

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

- (a) routine physical examinations or routine dental care; or
- (b) any treatment or medication which, at the time of departure, is required to be continued during the **Trip**; or
- (c) repair or replacement of hearing aids, any type of eye glasses, contact lenses, sunglasses, orthodontic equipment, artificial teeth and prosthetics; or
- (d) any service provided by the **Insured**, a **Family Member**, or **Traveling Companion**; or
- (e) alcohol or substance abuse or treatment for the same; or
- (f) **Experimental or Investigative** treatment or procedures; or
- (g) care or treatment which is not **Medically Necessary**, except for related reconstructive surgery resulting from trauma, infection or disease; or
- (h) physical therapy or occupational therapy; or
- (i) intentionally self-inflicted Injury, suicide, or attempted suicide of the **Insured**; or
- (j) the **Insured** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (k) **Normal Pregnancy or Childbirth**, or elective abortion. However, **Unforeseen Complications of Pregnancy** are not excluded; or
- (l) expenses incurred by any **Child** born during the **Trip**; or
- (m) **Mental or Psychological Disorder** of the **Insured**; or
- (n) the **Insured's** participation in **Adventure Activities**, **Extreme Activities** or **Dangerous Activities**, except as a spectator; or
- (o) any loss that occurs on a **Trip** with a **Destination** less than 100 miles from the **Insured's Primary Residence** or to another residence of the **Insured** or **Traveling Companion**, or on a **Trip** that is not at least overnight in length; or
- (p) **Pre-Existing Medical Conditions**.

EMERGENCY EVACUATION and REPATRIATION OF REMAINS

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

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

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

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

Transportation will be provided:

- (a) from the place where the **Insured** is injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and
- (b) from a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending **Physician** certifies that additional **Medically Necessary** treatment is needed but not locally available; and the **Insured** is medically able to travel; and
- (c) to the **Insured's Primary Residence**, or an adequate licensed medical facility nearest the **Insured's Primary Residence**, to obtain further medical treatment or to recover after being treated at a local licensed medical facility, if the onsite attending **Physician** determines that the **Insured** is medically able to be transported and that the transportation is **Medically Appropriate**; and
- (d) once the initial **Transportation** has occurred and the **Insured** has been stabilized and is medically able to travel, the **Insured** may request to be **Transported** to another location or **Hospital** of the **Insured's** choice for further care, recovery or treatment.

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

REPATRIATION OF REMAINS

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

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

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

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

Special Limitation:

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

Advance Payment

The **Company** will pay a benefit, up to the maximum limit shown in the **Schedule** or **Declarations Page**, directly to the provider if, while on a **Trip**, the **Insured** suffers an **Injury** or **Sickness** which requires an emergency evacuation or repatriation of remains, and payment is required prior to **Transportation** or repatriation. This amount will be deducted from the Emergency Evacuation and Repatriation of Remains benefit limit, shown in the **Schedule** or **Declarations Page**. The **Insured** agrees to reimburse this payment to the **Company** if: (a) the **Insured** does not file a claim for the expenses incurred as outlined in the Payment of Claims section; or (b) it is determined that the **Insured's** emergency evacuation or repatriation of remains claim is not covered.

The **Company** will provide advance payment when required and requested by the **Insured**. However:

- (a) The **Company** reserves the right to deny a request for advance payment, if the **Company** confirms that the **Insured's** claim is not covered under the Policy; and
- (b) An advance payment made by the **Company** is not a guarantee of claim approval.

Emergency Evacuation and Repatriation of Remains Exclusions:

In addition to the General Exclusions, the following exclusions apply to the Emergency Evacuation and Repatriation of Remains Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- (a) **Transportation** taken against the advice of the attending **Physician**; or
- (b) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (c) the **Insured** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (d) **Normal Pregnancy or Childbirth**, or elective abortion. However, **Unforeseen Complications of Pregnancy** are not excluded; or
- (e) the **Insured's** participation in **Adventure Activities, Extreme Activities, or Dangerous Activities**, except as a spectator; or
- (f) **Mental or Psychological Disorder** of the **Insured**; or
- (g) expenses incurred by any **Child** born during the **Trip**; or
- (h) any loss that occurs on a **Trip** with a **Destination** less than 100 miles from the **Insured's Primary Residence** or to another residence of the **Insured** or **Traveling Companion**, or on a **Trip** that is not at least overnight in length; or
- (i) **Pre-Existing Medical Conditions**.

NON-FLIGHT ACCIDENTAL DEATH AND DISMEMBERMENT

The **Company** will pay the **Insured** for this benefit for one of the Losses shown in the Table of Losses below if the **Insured** is **Injured** during the **Trip** **OTHER THAN** while riding as a passenger in or boarding or alighting from or being struck or run down by a certified passenger aircraft provided by a **Common Carrier** and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident that caused the **Injury**. The **Company** will pay the percentage shown below of the maximum limit shown in the **Schedule** or **Declarations Page**.

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

Table of Losses

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

"Loss" with regard to:

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

EXPOSURE

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

DISAPPEARANCE

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

Accidental Death and Dismemberment Exclusions:

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

- (a) death caused by or resulting directly or indirectly from **Sickness** or disease of any kind; or
- (b) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm; or
- (c) intentionally self-inflicted **Injury**, suicide, or attempted suicide of the **Insured**; or
- (d) the **Insured** or **Traveling Companion** traveling for the purpose of securing medical treatment; or
- (e) the **Insured's** participation in **Adventure Activities**, **Extreme Activities** or **Dangerous Activities**, except as a spectator; or
- (f) **Normal Pregnancy or Childbirth**, or elective abortion. However, **Unforeseen Complications of Pregnancy** are not excluded; or
- (g) **Mental or Psychological Disorder** of the **Insured**; or
- (h) any loss that occurs on a **Trip** with a **Destination** less than 100 miles from the **Insured's Primary Residence** or to another residence of the **Insured** or **Traveling Companion**, or on a **Trip** that is not at least overnight in length; or
- (i) **Pre-Existing Medical Conditions**.

SECURITY EVACUATION

The **Company** will pay a benefit to reimburse the **Insured** up to the maximum limit shown in the **Schedule** or **Declarations Page** if, while on a **Trip**, the **Insured** requires a security evacuation due to any of the following **Unforeseen** occurrences:

- (a) an **Advisory** is issued due to political or military events involving the **Destination** country. For this occurrence only, General Exclusion (b) does not apply; or
- (b) a **Natural Disaster** results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the **Destination** country, and the area is deemed to be **Uninhabitable** or dangerous; or
- (c) the **Insured** experiences a **Verified Physical Assault**, or a **Verified Threat Of Physical Assault** from a third party; or
- (d) the **Insured** is expelled from their **Destination** country, or is declared a persona non-grata on the written authority of the recognized government at the **Destination**.

The determination that an **Insured** requires a security evacuation, and all such arrangements, must be made by Travel Guard.

Security Evacuation Covered Expenses:

The **Company** will reimburse the **Insured** for any of the following expenses, up to the maximum limit shown in the **Schedule** or **Declarations Page**:

- (a) **Transportation** to the **Nearest Place of Safety** via the most efficient available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the **Insured's Common Carrier** tickets will be used; and
- (b) food, lodging, and (if necessary) physical protection for the **Insured** during the **Transport** to the **Nearest Place of Safety**.

Security evacuation covered expenses are payable only once per **Trip**.

Security evacuation covered expenses will also be available within 14 days of the initial security evacuation, to **Transport** the **Insured** to their choice of one of these locations:

- (a) back to the original **Destination** if return is safe and permitted (as determined by Travel Guard); or
- (b) to the **Insured's Return Destination**

Travel Guard must make all arrangements and must authorize all expenses in advance of any benefits being payable. Travel Guard is not responsible for the availability of **Transportation** services. Where a security evacuation becomes impractical because of hostile or dangerous conditions, Travel Guard will endeavor to maintain contact with the **Insured** until a security evacuation becomes viable.

Advance Payment

The **Company** will pay covered expenses directly to the service provider if the **Insured** requires a security evacuation while on a **Trip**, and the provider requires payment prior to service. This amount will be deducted from the benefit limit shown in the **Schedule** or **Declarations Page**. The **Insured** agrees to reimburse this payment to the **Company** if: (a) the **Insured** does not complete the claims process as outlined in the Payment of Claims section; or (b) it is determined that the **Insured's** Security Evacuation claim is not covered.

The **Company** will provide advance payment when required and requested by the **Insured**. However:

- (a) The **Company** reserves the right to deny a request for advance payment if the **Company** confirms that the **Insured's** claim is not covered under the Policy; and
- (b) An advance payment made by the **Company** is not a guarantee of claim approval.

Security Evacuation Exclusions:

In addition to the General Exclusions, the following exclusions apply to the Security Evacuation Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- (a) any charges, fees or expenses that are payable under any other provision of this plan; or
- (b) any charges, fees or expenses arising from an occurrence that takes place in an **Excluded Country**; or
- (c) repatriation of remains expenses; or
- (d) medical services; or
- (e) the **Insured's** failure to maintain and possess any required travel documents and visas, or failure to have such documents duly authorized; or
- (f) common, endemic, epidemic or global pandemic diseases as defined by the World Health Organization; or
- (g) military or political issues, if the security evacuation request is made more than 14 days after the **Advisory** was issued; or
- (h) any loss that occurs on a **Trip** with a **Destination** less than 100 miles from the **Insured's Primary Residence** or to another residence of the **Insured** or **Traveling Companion**, or on a **Trip** that is not at least overnight in length.

SECTION IV DEFINITIONS

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

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

Advisory means a formal travel warning given by the government of the **Insured's Home Country** or **Destination** country that recommends that citizens leave the **Destination** country.

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

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

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

Cancellation Penalties means **Trip Costs**:

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

(d) for which insurance was purchased.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Escort means a medically trained professional who is approved by the **Company**, and is contracted to accompany and provide medical care to an ill or **Injured** person while they are being transported.

Excluded Countries means any country where providing coverage or paying a claim would expose the **Company**, the **Company's** parent company, or the **Company's** parent company's ultimate controlling entity, to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

Extreme Activities means BASE jumping, cliff diving, fly-by-wire, hang gliding, heli-skiing, heli-snowboarding, wingsuit flying, **Mountain Climbing** (over 3,000 meters), parkour, scuba diving (beyond 40 meters), and any activity materially similar to the above.

Experimental or Investigative means treatments, devices or prescription medications which are recommended by a **Physician**, but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

Family Member means the **Insured's**, or **Traveling Companion's** spouse, child, parent, brother, sister, grandparent, grandchild, daughter/son-in-law, brother/sister-in-law, step-child/sister/brother/parent, parent-in-law, civil union partner, **Domestic Partner**, step-grandparent/grandchild, aunt, uncle, step-aunt/uncle, niece, nephew, legal guardian, **Caregiver**, foster child, ward, or legal ward; and the spouse, civil union partner, or **Domestic Partner** of any of the above. Family Member also includes these relations to the **Insured's** or **Traveling Companion's** spouse, civil union partner, or **Domestic Partner**.

Financial Default means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, cruise line, airline, resort, rental company, or other **Travel Supplier**.

Hospital means a facility that:

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

A hospital does not include:

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

Home Country means the country of citizenship of the **Insured**. If the **Insured** has dual citizenship, for the purposes of this benefit, his or her Home Country is the country of the passport he or she used to enter the **Destination** country.

Host at Destination means the person the **Insured** intends to visit at the **Destination** during a covered **Trip**.

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

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

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

Insured means a person:

- (a) for whom any required application form has been completed; and
- (b) for whom any required cost has been paid; and
- (c) for whom a **Trip** is scheduled.

Loss means financial or physical damage sustained by the **Insured** or their belongings as a consequence of one or more of the events against which the **Company** has undertaken to compensate the Insured.

Medically Appropriate means an adequate and acceptable course of treatment or **Transportation** in the opinion of the onsite attending **Physician**.

Medically Necessary means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the **Injury** or **Sickness** for which it is prescribed or performed; and
- (b) meets generally accepted standards of medical practice; and
- (c) is ordered by a **Physician** and performed under his or her care, supervision, or order; and
- (d) is not primarily for the convenience of the **Insured, Physician**, other providers, or any other person.

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

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

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

Nearest Place of Safety means a location determined by Travel Guard where:

- (a) the **Insured** can be presumed safe from the occurrence that precipitated the **Insured's** security evacuation; and
- (b) the **Insured** has access to **Transportation** to his or her **Return Destination**; and
- (c) temporary lodging is available to the **Insured**, if needed.

Necessary Personal Effects means items to replace belongings such as clothing and toiletry items, which are included in the **Insured's** **Baggage** and are required for the **Insured's** **Trip**, and will also include expenses incurred to clean the clothing items purchased. Necessary Personal Effects do not include jewelry, perfume or alcohol.

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

Owned or Rented Vehicle means a self-propelled private passenger motor vehicle which is of a type both designed and required to be licensed for use on the highways of any state or country, which is rented or owned by the **Insured**. Owned or Rented Vehicle does not include any motor vehicle which is used in mass or public transit.

Physician means a licensed practitioner of medical, surgical, or dental services acting within the scope of their license. The treating physician cannot be the **Insured**, a **Traveling Companion**, a **Family Member**, or a **Business Partner**.

Pre-Existing Medical Condition means an **Injury**, **Sickness** or other condition of the **Insured**, **Traveling Companion**, **Family Member**, **Host at Destination** or **Business Partner** to which any of the following applied within the 60 day period immediately preceding and including the purchase date of this plan: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment, or; (b) care, testing or treatment was given or recommended by a **Physician**, or; (c) required a change in prescribed medication.

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

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

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

Primary means the **Company** will pay before any other insurance or indemnity.

Primary Residence means the **Insured's** fixed and permanent home for legal and tax purposes.

Professional Athletic Event means a sporting contest in which the **Insured** participates under contract in exchange for an agreed-upon salary. This does not include athletes participating in exchange for a scholarship or tuition.

Reasonable Additional Expenses means expenses for meals, essential telephone calls, local transportation (taxi fares, mass transit, rental vehicle, etc.), parking costs, internet usage fees, and lodging which are necessarily incurred as the result of a trip delay and which are not provided by the **Common Carrier** or any other party free of charge.

Reasonable and Customary Charges means expenses which:

- (a) are charged for treatment, supplies, or medical services **Medically Necessary** to treat the **Insured's** condition; and
- (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- (c) do not include charges that would not have been made if no insurance existed.

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

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

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

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

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

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

Start Date means the first day of the coverage term, as specified by the **Insured** in the application when purchasing this Policy, provided any required costs have been paid. The Start Date cannot be less than 3 days after the date of purchase unless the date specified immediately follows the last day of the coverage term of the **Insured's** Travel Guard annual travel insurance plan underwritten by the **Company**.

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

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

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

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

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

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

Transportation means any land, sea or air conveyance required to transport the **Insured** during an Emergency Evacuation. For the Security Evacuation benefit, Transport/Transportation means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the **Insured's Common Carrier** tickets will be used.

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

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

Trip means a period of travel away from home to a **Destination** outside the **Insured's City** of residence taken during the coverage term; The trip has a defined **Departure Date** and **Return Date**; and does not exceed 90 days.

Trip Cost means the **Insured's** share of the cost of a **Trip**. This is a fixed dollar amount and is shown in the **Schedule** or **Declarations Page**.

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

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

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

Verified Physical Assault means an **Insured's** injury directly resulting from an unprovoked malicious assault by another person, confirmed by documentation or physical evidence.

Verified Threat of Physical Assault means any threat made either directly or indirectly to kill, injure, or abduct an **Insured** or **Traveling Companion**, confirmed by documentation or physical evidence.

SECTION V PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim: The **Insured** must contact Travel Guard as soon as reasonably possible, and be prepared to describe details regarding the **Loss** and the insured **Trip**. Travel Guard will provide the claim form to the **Insured** for his or her review and signature.

The **Insured** may initiate the claim online at www.aig.com/travelclaims. Utilizing this method will allow the **Insured** to view the status of the claim in real time.

Claims may also be initiated by telephone.

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

Contact information:

- Online: www.aig.com/travelclaims
- Mail: PO Box 47, Stevens Point, WI 54481
- Telephone: 1.800.826.1300
- E-mail: claimsdoc@aig.com
- Fax: 1.715.345.1141

Claims will be processed by AIG Claims, Inc.

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

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

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

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

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

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

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

- (a) receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement; and
- (b) a list of the expenses incurred; and
- (c) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- (d) documentation from the **Common Carrier** or other applicable party which verifies the cause and duration of the delay.

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

- (a) an accident, police, incident or irregularity report providing details of the incident; and
- (b) receipts for all items being claimed; and
- (c) a copy of a repair invoice or estimate, if the claim is for damaged **Baggage**; and
- (d) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- (e) a copy of homeowner's or renter's insurance declarations page, along with a copy of the Explanation of Benefits from such insurance.

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

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

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

- (a) signed patient (or next of kin) authorization to release medical information; and
- (b) medical, treatment, emergency room, admission, and/or discharge records detailing the condition that was treated; and
- (c) copies of all bills, invoices, receipts, and applicable credit card or bank statements pertaining to the claimed expenses; and
- (d) for claims due to **Injury**, a police, accident, incident or emergency room report which provides details of the event.

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

- (a) copies of all bills, invoices, receipts, and applicable credit card or bank statements pertaining to the claimed expenses; and
- (b) documentation to support the reason for the security evacuation – copies of advisories issued, documentation of the **Natural Disaster**, etc.; and
- (c) documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- (d) for claims due to **Verified Physical Assault** or **Verified Threat of Physical Assault**, a police, accident, incident or emergency room report which provides details of the event.

Payment of Claims: When Paid: Payable claims will be paid as soon as AIG Claims, Inc. receives and verifies the completeness of all required documentation of the **Loss**.

Payment of Claims: To Whom Paid:

Benefits are payable to the **Insured** who purchased this Policy. Any benefits payable due to that **Insured's** death will be paid to the survivors of the first surviving class of those that follow:

- (a) the beneficiary named by the **Insured** and on file with Travel Guard; if none is available, then
- (b) to the **Insured's** spouse, if living. If no living spouse, then
- (c) to the **Insured's** estate.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the **Company** may pay up to \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the **Company** makes in good faith fully discharges the **Company** to the extent of that payment.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the **Loss**, either the **Insured** or the **Company** can make a written demand for an appraisal. After the demand, the **Insured** and the **Company** each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the **Insured** is paid by the **Insured**. The **Company** will pay the appraiser it chooses. The **Insured** will share with the **Company** the cost for the arbitrator and the appraisal process.

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

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

Recovery - To the extent the **Company** pays for a **Loss** suffered by an **Insured**, the **Company** will be assigned the rights and remedies the **Insured** had relating to the **Loss**. The **Insured** will be made whole before the **Company** begins recovery. The **Insured** must help the **Company** preserve its rights against those responsible for its **Loss**. This may involve signing any papers and taking any other steps the **Company** may reasonably require. When an **Insured** has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the **Company** by the **Insured** and reimbursed to the **Company** to the extent of the **Company's** payment.

As a condition to receiving the applicable benefits listed above, the **Insured** agrees, except as may be limited or prohibited by applicable law, to reimburse the **Company** for any such benefits paid to or on behalf of the **Insured**, if such benefits are recovered, in any form, from any Third Party or Coverage.

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

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

Coverage - as used in this Recovery section, means any other fund or insurance policy except coverage provided under this Policy.

Third Party - as used in this Recovery section, means any person, corporation or other entity (except the **Insured** and the **Company**)

SECTION VI GENERAL PROVISIONS

Entire Contract: Changes: This Policy, **Schedule** or **Declarations Page**, application form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the **Company** may approve a change. Any such change must be shown in this Policy or its attachments.

Acts of Agents. No agent or any person or entity has authority to accept service of the required proof of **Loss** or demand arbitration on the **Company's** behalf nor to alter, modify, or waive any of the provisions of this Policy.

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

Beneficiary Designation and Change. The **Insured's** beneficiaries are the persons designated by the **Insured** and on file with Travel Guard or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision.

An **Insured** over the age of majority and legally competent may change his or her beneficiary designation at any time, without the consent of the designated beneficiaries, unless an irrevocable designation has been made, by providing Travel Guard with a written request for change. When the request is received, whether the **Insured** is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the **Company** on account of any payment made by it prior to receipt of the request.

Assignment. An **Insured** may not assign any of his or her rights, privileges or benefits under this Policy without the prior consent of the **Company**.

Misstatement of Information. If the **Insured** has provided inaccurate details about their **Trip** when applying for this Policy, and these details affect the plan cost owed by the **Insured**, any benefits paid will be reduced by a percentage equal to the percent that the **Insured** has underpaid.

Legal Actions. No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of **Loss** has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 5 years after the time written proof of **Loss** is required to be furnished.

Arbitration. Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration, if mutually acceptable. Arbitration will be administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one **Insured** is involved in the same dispute arising out of the same Policy and relating to the same **Loss** or claim, all such **Insureds** will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the **Insureds** to assert several, rather than joint, claims or defenses.

Concealment or Fraud. The **Company** does not provide coverage if the **Insured** has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

Payment of Premium. Coverage is not effective unless all premium due has been paid to Travel Guard prior to a date of **Loss** or insured occurrence.

Termination of this Policy. Termination of this Policy will not affect a claim for **Loss** if coverage was purchased while this Policy was in force.

Transfer of Coverage. Coverage under this Policy cannot be transferred by the **Insured** to anyone else.

Controlling Law: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

STATE EXCEPTIONS

Arkansas

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

The **Disagreement Over Size of Loss** provision is amended to add "appraisals and arbitration are non-binding".

Connecticut

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

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

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

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

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

The following definition is added:

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

The definition of **Medically Necessary** is deleted in its entirety and replaced with the following:

Medically Necessary means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, **Injury**, disease, or its symptoms, and that are (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site, and duration and considered effective for the patient's illness, **Injury**, or disease; and (3) not primarily for the convenience of the patient, physician, or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, **Injury**, or disease. "Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

The **Pre-existing Medical Condition** definition is replaced as follows:

Pre-existing Medical Condition means any loss or expense incurred as the result of an **Injury**, **Sickness** or other condition of an **Insured**, **Traveling Companion**, **Family Member** booked to travel with the **Insured**, **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.

The **Travel Medical Expense Payment of Loss** provision is amended to add the following provision regarding appeals for medical claims which have been denied.

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

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

Georgia

The **Arbitration** provision in the General Provisions section is deleted in its entirety.

The Annual Plan Effective and Termination Dates section is amended to add the following.

Cancellation

The **Insured** may cancel this Policy at any time by making a written request or returning the policy to the **Company** or authorized representative. The effective date of such cancellation will be the later of the date requested in the notice of cancellation or the date the policy or notice is received by the **Company** or authorized agent. Unearned premium will be refunded.

Iowa

The Arbitration provision is deleted in its entirety.

Louisiana

The Policy is amended to replace the Termination time frames of 11:59 P.M. where ever shown with 12:01 A.M.

The **Domestic Partner** definition is deleted in its entirety.

The **Family Member** definition is amended to delete **Domestic Partner** and civil union partner.

The **Disagreement Over Size of Loss** provision in the Claims section is deleted in its entirety.

The **Recovery** provision is amended to add - "The **Company** agrees to pay its 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 recovery.

The provision is also amended to delete the following language: "When an **Insured** has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the **Company** by the **Insured** and reimbursed to the **Company** to the extent of the **Company's** payment".

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

The **Concealment or Fraud** provision is replaced with the following: The **Company** will not pay a benefit if the **Insured** made a false statement in the application or claim form with the intent to deceive.

Maine

The **Effective & Termination Date** is amended to add the following: Unless otherwise provided, all benefits shall terminate at 12:01 A.M. standard time on the expiration date stated in the policy.

The following provision is added to the Policy:

Plan Cancellation

This plan may be cancelled by the **Company** only on the following grounds:

- A. Nonpayment of premium;
- B. Fraud or material misrepresentation made by or with the knowledge of the named **Insured** in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- C. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- D. Failure to comply with reasonable loss control recommendations;

- E. Substantial breach of contractual duties, conditions or warranties; or
- F. Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company's solvency or will place the insurer in violation of the insurance laws of this State or any other state."

Maryland

The last sentence of the **Legal Action** provision is amended to read as follows:

No such action may be brought after the expiration of 3 years from the date the loss accrues.

Michigan

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

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

The **Disagreement Over Size of Loss** provision is replaced with the following: If the **Insured** and **Company** fail to agree on the **Actual Cash Value** or amount of the **Loss**, either party may make a written demand that the amount of the **Loss** or the **Actual Cash Value** be set by appraisal. If either makes a written demand for appraisal, each party shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand. The 2 appraisers shall then select a competent, impartial umpire. If the 2 appraisers are unable to agree upon an umpire within 15 days, the **Insured** or **Company** may ask a judge of the circuit court for the county in which the **Loss** occurred or in which the property is located to select an umpire, unless the **Insured** consents to another location after the arbitral dispute occurs. The appraisers shall then set the amount of the **Loss** and **Actual Cash Value** as to each item. If the appraisers submit a written report of an agreement to the **Company**, the amount agreed upon shall be the amount of the **Loss**. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any 2 of these 3 shall set the amount of the **Loss**. The decision of the umpire must meet the same standards that would be adhered to by a local court of competent jurisdiction. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by the Insured and the **Company**.

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

The **Arbitration** provision is replaced with the following: **Arbitration**. Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration, if mutually acceptable, in the county where the **Insured** resides, unless the **Insured** consents to another location after the arbitral dispute occurs. Arbitration will be administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. The **Insured** may select his own independent arbiter and provide the Judgment upon the award rendered in such arbitration may be entered in a court having jurisdiction in the county where the **Insured** resides. Decisions rendered by the arbiters must meet the same standards that would be adhered to by a local court of competent jurisdiction. The **Insured** may ask a circuit court judge of the county in which the loss occurred or in which the property is located to select an umpire when the two independent arbiters are unable to agree upon an umpire. The **Insured** may select his own independent arbiter and may have independent arbiter All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one **Insured** is involved in the same dispute arising out of the same Policy and relating to the same **Loss** or claim, all such **Insureds** will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the **Insureds** to assert several, rather than joint, claims or defenses.

Mississippi

The **Physical Examination and Autopsy** provision is deleted in its entirety.

Nevada

The **General Exclusions** section is amended to delete the following exclusion: "use of drugs, narcotics or alcohol, unless administered upon the advice of a **Physician**."

The **Payment of Claims: When Paid** provision is deleted and replaced with the following:

Payment of Claims: Claims will be approved or denied within 30 days after AIG Claims, Inc. receives the claim. If the claim is approved the AIG Claims, Inc. will pay the claim within 30 days after its approval. If the approved claim is not paid within that period, the AIG Claims, Inc. will pay interest on the claim at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1 as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due.

The **Claim Procedures: Proof of Loss** provision is amended to add the following:

If the AIG Claims, Inc. requires additional information or time to approve or deny a claim, it will notify the **Insured** within 20 days after receipt of the claim, and at least once every 30 days thereafter until the claim is approved or denied. The notice will contain the reason why the additional information or time is required. The AIG Claims, Inc. will approve or deny the claim within: 30 days after it receives the additional information; or 31 days after the last timely notice was provided.

North Carolina

The definition of **Hospital** is deleted in its entirety and replaced with the following:

Hospital means a facility that:

- (1) is operated according to law, including North Carolina state hospitals, 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.

The **Pre-Existing Medical Conditions** exclusion is amended to delete reference to "first manifested" and to replace "a reasonable person" with "a person".

The time period in the **Proof of Loss** provision is amended to 180 days.

The **Recovery** provision does not apply to medical and accident benefits.

North Dakota

The **Effective & Termination Date** provision is amended to replace the Termination Date time frames of 11:59 p.m. with 12:01 a.m.

The **Pre-Existing Medical Condition** definition is deleted in its entirety and replaced with the following:

Pre-Existing Medical Condition means an **Injury, Sickness** or other condition of the **Insured, Traveling Companion, Family Member, or Business Partner** for which medical advice or treatment was given by a **Physician** within the 60 day period immediately preceding and including the purchase date of this plan.

Oklahoma

The **Effective & Termination Date** provision Unless otherwise provided, all benefits shall terminate at 12:01 A.M. standard time on the termination date stated in the policy.

Rhode Island

The **Arbitration** provision is amended to add "Not binding for Medical or Accidental Death benefits."

South Carolina

The **Notice of Claims Provision** is amended as follows:

Claim Procedures: Notice of Claim: The **Insured** must contact AIG Claims, Inc. within twenty days or as soon as reasonably possible, and be prepared to describe details regarding the **Loss** and the insured **Trip**. AIG Claims, Inc. will provide the claim form to the **Insured** for his or her review and signature. Claim forms will be provided within 15 days of Notice of Claim.

The **Physical Examination and Autopsy** provision is amended to add: "The autopsy of a South Carolina resident must be performed in the state of South Carolina."

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

South Dakota

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

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

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

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

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

Utah

The **General Exclusion** (c) participation in a **Riot, Civil Disorder** or insurrection and exclusion (d) commission of or attempt to commit a felony by the **Insured, a Family Member, a Traveling Companion, or Business Partner**; are amended to state "voluntary participation in a **Riot, Civil Disorder** or insurrection;" and "voluntary commission of or attempt to commit a felony by the **Insured, a Family Member, a Traveling Companion, or Business Partner**".

The **General Exclusion** (f) for intoxication is amended to read "intoxication that substantially contributes to, causes the loss, or is over the legal limit in the jurisdiction where the loss occurred."

The **Excess Insurance Limitation** provision is amended as follows:

The insurance provided by this Policy for all coverages except Trip Interruption and Travel Medical Expense shall be in excess of all other valid and collectible insurance. If at the time of the occurrence of any **Loss** payable under this Policy there is other valid and collectible insurance in place, the **Company** shall reduce its payment amount so that when combined with the amount paid by other valid and collectible insurance, the total benefits paid or provided by all plans for the **Loss** do not exceed 100% of the total allowable expense for that **Loss**.

The definition of **Complications of Pregnancy** is amended to read as follows:

Complications of Pregnancy means diseases or conditions whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy.

These conditions include acute nephritis, nephrosis, cardiac decompensation, 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, puerperal infection, eclampsia, pre-eclampsia and toxemia.

Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, and conditions of comparable severity associated with the management of a difficult pregnancy.

The definition of **Hospital** is deleted and replaced with "**Hospital** means a facility that is duly licensed as a hospital and operating within the scope of that license".

The definition **Mental or Psychological Disorder** is replaced with the following: means neurosis, psychoneurosis, psychosis, or any other mental or emotional disease or disorder which does not have a demonstrable organic cause.

AD&D and Flight Guard Benefits:

The **Disappearance** provisions are amended to provide a benefit for loss of the **Insured's** life not later than 48 hours after proof of **Loss**, satisfactory to the **Company**, is filed and it is reasonable to assume death occurred, but the body cannot be found.

The **Notice of claim** provision is amended to delete "Failure by the Insured to make such notification may result in no benefits being paid".

The **Claim Procedures Proof of Loss** provision is replaced with the following language:

The claim forms must be sent back to AIG Claims, Inc. no more than 90 days after a covered **Loss** occurs or ends, or as soon after that as is reasonably possible. All claims under this Policy must be submitted to AIG Claims, Inc. no later than one year after the date of **Loss** or as soon as reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if the **Company** fails to show it was prejudiced by the failure. All claims require the **Insured** to provide AIG Claims, Inc. with the following:

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

The following language applies in the event of a dispute involving arbitration.

Any matter in dispute between you and the **Company** may be subject to arbitration as an alternative to court action pursuant to the rules of (the American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the **Company**. Any decision reached by arbitration shall be binding upon both you and the **Company**. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

West Virginia

The **Arbitration** provision is deleted in its entirety and replaced with the following language.

If the **Company** and the **Insured** do not agree whether coverage is provided under this policy of insurance for a claim made by or against the **Insured**, both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply.

A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the third arbitrator equally.

Wisconsin

The **Payment of Claims: When Paid:** provision is amended to add "but not later than 30 days".

The standard **Concealment or Fraud** provision is deleted and replaced with the following:

Concealment or Fraud: The **Company** 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.

Wyoming

The **Legal Actions** provision is replaced with the following: 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 10 years after the time written proof of loss is required to be furnished. Such action arising within this state shall be brought in the county where the cause of action arose or in the county where the insured instituting the action resides.

The **Arbitration** provision is amended to add "Any arbitration proceedings shall be conducted within the state of Wyoming."

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ASSISTANCE SERVICES*

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

Travel Medical Assistance

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

Worldwide Travel Assistance

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

Emergency Travel Assistance

- Flight rebooking assistance
- Hotel rebooking assistance
- Rental vehicle booking assistance
- Coordinate emergency return travel arrangements
- Roadside assistance

- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connections coordination

Concierge Services

- Assist with restaurant reservations
- Ground transportation arrangements
- Event ticketing arrangements
- Tee times and course referrals
- Floral services

Personal Security Assistance

- Arrange emergency and security evacuations
- Coordinate consultants to extract client to safety
- 24/7 access to security and safety advisories, global risk analysis and consultation specialists
- Immediate security intelligence on events occurring throughout the world
- Collaborate with law enforcement

Identity Theft Assistance

- Assist identity theft victim with ordering and reviewing credit bureau records
- Assist identity theft victim with investigating financial accounts where identity theft is suspected
- Assist identity theft victim with communications to creditors regarding identity theft incident(s)
- Collaborate with law enforcement
- Assist identity theft victim in reviewing account activity
- Obtain additional resources as needed

* Non-insurance services are provided by Travel Guard.

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Travel Guard®

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

USA..... **1.800.826.1300**

International..... **1.715.345.0505**

24-Hour Emergency Travel Assistance..... **1.800.826.8597**

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