

# **Comments of the Center for Economic Justice**

To the NAIC Travel Insurance Working Group

October 25, 2017

CEJ offers additional comments regarding the issues of eligible groups and consumer disclosures.

### **Eligible Group**

Upon review of the most recent UStiA comments urging a laundry list of eligible groups, it is unclear what travel insurance would <u>not</u> be sold as through an "eligible group." For example, a proposed eligible group allows a travel agency to enroll all customers onto a group policy issued to the travel agency:

For the purpose of group travel insurance only, any entity covering two or more customers, passengers, guests, or members in the business of providing travel or travel services, including but not limited to: tour operators, lodging providers, vacation property owners, hotels and resorts, travel clubs, travel agencies, property managers, cultural exchange programs, and common carriers of passengers, including but not limited to airlines, cruise lines, railroads, steamship companies, and public bus carriers;

Under this "eligible group," the following customers of a travel agency would be part of the same group:

- a resident of Maine purchasing an airline ticket to New York City;
- a family from Louisiana purchasing a cruise to the Caribbean;
- a resident of Illinois purchasing a package of flight, hotel and tour of several countries in Europe.

The only common characteristic of these consumers is that they are traveling. Clearly, the travel insurance needs of these consumers vary and there is no nexus among these consumers other than their use of the same travel agency.

UStiA urges a definition of eligible group specifying only two or more individuals. As pointed out in prior comments, NAIC models regarding group insurance specify two or more employers or organizations, not two-or more individuals. But, at a more fundamental level, what is the purpose of group insurance versus individual insurance? There are clearly economies of administrative scale with a group policy when a number of individuals who are members of a bona fide group require or desire similar insurance coverage. But it is unclear how or why group insurance would be more efficient for a group of two individuals than two individual travel protection plans. Nor is it clear why consumers with dramatically different travel insurance needs should be part of the same group and receive the identical travel insurance coverages.

# We suggest that the working group discuss and establish the purposes and principles for group versus individual insurance to establish a foundation against which proposed language for eligible groups can be evaluated.

We finish our comments on eligible groups by sharing some recent experience. I purchased travel insurance issued by AIG ("Travelguard") through the United Airlines web site. Presumably this is coverage under a group policy issued to United Airlines. The document is entitled "Individual Travel Protection Policy" and attached as appendix A. "United Airlines" is not mentioned anywhere in the document.

I also obtained a policy from AIG Travelguard from the InsureMyTrip website. Presumably, this is an individual travel insurance policy since I provided information as an individual and not part of any group. The document is also entitled "Individual Travel Protection Policy" and attached as appendix B.

Although the travel protection purchased through United should be part of a group policy and the travel protection purchased through InsureMyTrip should be an individual policy, it is unclear whether either is individual or group coverage.

# **Consumer Disclosures: Current State-Mandated Disclosures**

In our October 17, 2017 comments, we provided a recommendation for a consumer disclosure as part of Section 7 – Travel Protection Plans: Consumer Disclosures and Free Look. We suggested the following:

A prominent disclosure is provided to the consumer prior to purchase stating: You are not required to purchase Travel Protection or Travel Insurance. If you choose to purchase Travel Protection or Travel Insurance, you are not required to purchase it from us. You may purchase Travel Protection or Travel Insurance from other vendors or insurers. Travel Protection may duplicate other insurance coverages you have or may provide new and important benefits. Review the marketing materials carefully to make sure you are eligible for the coverages and benefits you wan<u>t</u>

We have since learned that a number of states mandate disclosures in connection with travel insurance sales. Appendix C is a travel insurance policy form with a compilation of state-mandated disclosures at pages 19-20 of the appendix (the last two pages). These state-mandated disclosures are consistent with – not identical – to our proposal. We excerpt the disclosures below.

# It would be helpful to insurers, producers and travel retailers and to consumers to have a consistent and uniform set of consumer protection disclosures that address the following:

- Travel insurance purchase is not required
- Travel insurance purchase from a particular travel retailer, producer or insurance company is not required
- Travel insurance may duplicate other coverages
- The travel retailer's permissible activities
- Primary versus excess coverage (see discussion below)
- Use of the Free Look cancellation (see discussion below)

# Maine Disclosure

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

# What A Travel Retailer May Do:

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;

2. Referring specific coverage/feature/benefit questions to us;

3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;

- 4. Collecting premiums on our behalf;
- 5. Receiving/recording information to share with us;

# What A Travel Retailer May Not Do:

The Travel Retailer's employees:

1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or

2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

# California Disclosure

1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.

2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:

a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.

b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

### Delaware Disclosure

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

# Maryland Disclosure

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.

# **Consumer Disclosures:** Free Look

Yesterday, when purchasing an airline ticket through United, I mistakenly purchased the travel protection sold by United. After receiving e-mail confirmations of the purchase of the airline ticket and travel protection, I reviewed the travel protection document for instructions on how to cancel. The document (Appendix A) states the following:

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.

Neither the travel protection document nor the United web site provide any instructions where or how to submit the cancellation request in writing – no website, no e-mail, no mailing address.

I then called United – the agent selling the travel insurance – and was told they can't do anything and I needed to call TravelGuard. The United representative provided a toll-free number.

I called TravelGuard and waited on hold for 30 minutes before talking to a representative to cancel my purchase. The opening automated options did not provide an option for cancelling a travel protection plan. When a representative finally answered, I was directed to send an e-mail, letter or fax and told that e-mail is easiest with the following instructions:

- E-mail to <u>united@aig.com</u>
- Use Subject: Cancel policy number
- In the Body: Complete name and address and statement I want to cancel insurance under the 15-day look-over period
- I was then told the normal response period is 24 to 72 business hours

At best, this is an unnecessarily complicated approach to a free-look period. At worst, it is a strategy to frustrate consumers' ability to utilize a free-look and cancel without charge. My review of travel protection documents from other insurers indicates similarly unhelpful disclosure and explanation of the free-look cancellation option.

This experience demonstrates the need for improved free-look disclosure and implementation requirements, including:

- Clear instructions how to cancel within the free-look period; and
- An option for cancelling online or by e-mail without requiring a consumer to make a telephone call;
- A toll-free telephone number to call if the consumer wishes to talk to a representative of the insurer, agent or travel retailer to cancel during the free-look period.

# Consumer Disclosure: Primary vs. Excess Coverage

Most of the approximately twenty (20) travel protection plans I have reviewed provide only excess coverage for some or most of the covered perils. For example, the AIG TravelGuard policy (appendix 1) has the following on page 7:

# **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy for all coverages except Trip Cancellation, Trip Interruption and Baggage & Personal Effects 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 and applicable deductible. Another example is found in a TripMate policy issued by Arch Insurance Company:

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Accidental Death & Dismemberment; Accident and Sickness Medical Expense; Medical Evacuation; Repatriation of Remains; Baggage and Personal Effects; Baggage Delay; Optional Air Flight Only Accidental Death & Dismemberment; and Optional Rental Car Damage) or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

Another example is found in a Nationwide Certificate:

**EXCESS INSURANCE LIMITATION -** The insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss 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, and applicable Deductible.

Another example is found in a Transamerica document describing Missed Cruise Connection Benefits:

This coverage is excess of any coverage provided by a Common Carrier or another party at no cost to the Insured.

Two things jump out to us as we review the excess coverage versus primary coverage aspects of various travel protection plans. First, it is crucial information for a consumer at time of purchase to understand if the travel protection provides primary or excess coverage. Whether the travel protection is primary or excess should be a prominent disclosure prior to purchase and part of the prominent disclosure discussed above for Section 7: Travel Protection Plans: Consumer Disclosures and Free Look. Such disclosure should identify the types of other insurance that would typically provide the primary coverage rendering the travel protection coverage as excess. It is essential for a consumer to understand if the travel protection plan actually provides any benefits or if any travel protection plan coverage is illusory because of existing primary coverage.

Second, the excess coverage specifications are complicated and complex. The model travel insurance law and/or regulation should prohibit misleading or deceptive excess coverage provisions. For example, how would a consumer know if coverage has been provided to the insured at no cost to the insured? Many credit cards include some travel protection benefits – described in 30- to 50-page benefit booklets. It seems unreasonable to expect a consumer to know every free benefit offered with a credit card when considering a purchase of travel insurance.

One of the benefits touted by industry for a travel protection plan combining many insurance benefits and non-insurance services is consumer convenience. It is unclear how pushing a consumer to another vendor – in this case the credit card issuer or, in another case, an auto, home, life or health insurer – is consistent with the consumer convenience rationale for a bundled product.

# Appendix A: TravelGuard via United

# **State Notice and Privacy Notice:**

This document is only applicable to residents of Georgia, Louisiana, Maine, Michigan, Ohio, South Dakota, Texas, Utah, Vermont and Wyoming. For all states: To view and print a copy of our privacy notice, please visit www.travelguard.com/fulfillment.

**Individual Travel Protection Policy** 

# **International Air Ticket Plan**

# SCHEDULE OF BENEFITS

N	laximum Limit Per Person
Trip Cancellation	Trip Cost
	to a maximum of \$100,000
Trip Interruption	
	to a maximum of \$125,000
Trip Delay	
	to a maximum of \$500
Missed Connection	
Baggage & Personal Effects	
Baggage Delay(Maxi	
Accident Sickness Medical Ex	
	\$500
Emergency Evacuation	
& Repatriation of Remains	
	\$20,000
Accidental Death & Dismember	erment\$25,000

#### Extra Coverage (when the insurance plan is purchased within 1 day of Initial Trip Payment)

Pre-Existing Medical Condition Exclusion Waiver

\* Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence.

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

- Travel Medical Assistance
- Worldwide Travel Assistance
- LiveTravel<sup>®</sup> Emergency Assistance

#### For questions or information contact:

www.travelguard.com or phone Travel Guard 1.877.934.8308 National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) 1.800.679.5016

009301 P1 06/17; 009303 009305 P1 08/17 T30342NUFIC-11

#### 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).

**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.

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.

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



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President

Secretary

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

# IMPORTANT

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

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# Section I EFFECTIVE AND TERMINATION DATES

**Effective Date:** Trip Cancellation coverage will be effective at 12:01 a.m. Standard Time on the date following payment to the Company's authorized representative of any required plan cost.

All other coverages will begin on the later of:

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

**Termination Date:** Trip Cancellation ends on the earlier of: (a) the cancellation of the Insured's Trip; or (b) the date and time the Insured starts on his/her Trip.

All other coverages end on the earliest of:

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

#### Extension of Coverage:

All coverages except Trip Cancellation will be extended, if:

- (a) the Insured's entire Trip is covered by the plan; or
- (b) the Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

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

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

# Section II Benefits TRIP CANCELLATION AND INTERRUPTION

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

- (a) Sickness, Injury or death of an Insured, Family Member, Traveling Companion or Business Partner;
- (1) Sickness or Injury of an Insured, Traveling Companion or Family Member traveling with the Insured must be so disabling as to reasonably cause a Trip to be canceled or interrupted or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip;
- (2) Sickness or Injury of a Family Member not traveling with the Insured;
- (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to cancel or interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician.
- (b) Inclement Weather causing delay or cancellation of travel;
- (c) Strike causing complete cessation of travel services at the point of departure or Destination;
- (d) the Insured's Primary Residence being made Uninhabitable or Inaccessible by Natural Disaster, vandalism or burglary;
- (e) the Insured, or Traveling Companion is hijacked, quarantined, subpoenaed or required to serve on a jury;
- (f) the Insured and/or Traveling Companion is directly involved in or delayed due to a traffic accident, substantiated by a police report, while en route to the Insured's Destination;
- (g) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own more than 14 days after an Insured's effective date of coverage provided that he or she has been an active employee for the same employer for at least 1 year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (h) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival.

#### SPECIAL NOTIFICATION OF CLAIM

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

**Trip Cancellation Benefits:** The Company will reimburse the Insured for Forfeited, prepaid Trip Cost up to the Maximum Limit shown in the Schedule or Declarations Page for Trips that are canceled prior to the scheduled Departure due to any of the Unforeseen events shown above.

**Trip Interruption Benefits:** The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for Trips that are interrupted due to the Unforeseen events shown above for: (a) Unused portion of nonrefundable, prepaid insured Trip Cost; and

- (b) additional transportation expenses incurred by the Insured, either
- (1) to the Return Destination; or
- (2) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
- (c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed and leaves after the Departure Date.
   However, the benefit payable under (b) and (c) above will

not exceed the cost of economy airfare or the same class as the Insured's original ticket, less any refunds paid or payable, by the most direct route.

#### SINGLE OCCUPANCY BENEFIT

The Company will reimburse the Insured, up to the Trip Cancellation and Trip Interruption Maximum Limits shown in the Schedule or Declarations Page, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, nonrefundable travel arrangements if a person booked to share accommodations with the Insured has his/her Trip canceled or interrupted due to any of the Unforeseen events shown in the Trip Cancellation and Trip Interruption section and the Insured does not cancel.

#### **TRIP DELAY**

The Company will 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

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the Insured's Trip is delayed 6 or more consecutive hours and prevents the Insured from reaching the intended Destination as a result of a cancellation or delay of his/her Trip for one of the Unforeseen events listed below:

- (a) Common Carrier delay;
- (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 or Sickness of the Insured or Traveling Companion.

Incurred expenses must be accompanied by receipts.

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

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

**The Insured Must:** Contact Travel Guard as soon as he/she knows his/her Trip is going to be delayed more than 6 hours.

# **MISSED CONNECTION**

If, while on a Trip, the Insured misses a Trip departure resulting from cancellation or delay of 3 or more hours of all regularly scheduled airline flights due to Inclement Weather or Common Carrier caused delay, the Company will 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) prepaid, nonrefundable Trip payments for the Unused portion of the Trip.

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

# **BAGGAGE & PERSONAL EFFECTS**

The Company will reimburse the Insured, up to the Maximum Limit shown in the Schedule or Declarations Page subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects, passports, travel documents, credit cards and visas during the Insured's Trip.

#### **Special Limitations:**

The Company will reimburse the Insured up to:

- \$500 for the first item and thereafter
- \$250 per each additional item
- \$500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited

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to: lap top computers, cell phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts.

The Company will pay the lesser of:

- (a) the cash value (original cash value less depreciation) as determined by the Company or
- (b) the cost of replacement.

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

- (a) repair or replace any part to restore the pair or set to its value before the Loss; or
- (b) pay the difference between the cash value of the Baggage before and after the Loss.

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

# **BAGGAGE DELAY**

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

# ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule or Declarations Page. The Company will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness within one year of the date of the accident that caused the Injury or the onset of the Sickness provided the initial documented treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence, while covered under this Policy.

### **Covered Expenses:**

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- · local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule or Declarations Page. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

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

# **EMERGENCY EVACUATION & REPATRIATION OF REMAINS**

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Insured's Injury or Sickness that occurs while he or she is on a Trip. Benefits payable are subject to the Maximum Limit shown in the Schedule or Declarations Page for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes during an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence.

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible and required by the standard regulations of the conveyance transporting the Insured.

#### Expenses for Transportation must be:

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

The Company will also pay a benefit for reasonable and customary expenses incurred for an escort's transportation and accommodations subject to the Escort Maximum Limit shown in the Schedule or Declarations Page if an onsite attending Physician recommends in writing that an escort accompany the Insured.

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

#### **Emergency Evacuation means:**

- (a) Transportation from the place where the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and/or
- (b) Transportation 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/or
- (c) Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.

Advanced authorization by Travel Guard is needed for (a), (b) and (c) above.

#### **ADDITIONAL BENEFITS**

In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will reimburse the Insured his/her airfare costs, less refunds from the Insured's Unused transportation tickets, from that facility to the Insured's Return Destination or home, within one year from the Insured's original Return Date. Airfare costs will be economy based on medical necessity or same class as the Insured's original tickets.

**Repatriation of Remains:** The Company will pay Repatriation Covered Expenses up to the Maximum Limit shown in the Schedule or Declarations Page to return the Insured's body to the City of burial if he/she dies during the Trip. **Repatriation Covered Expenses** include, but are not limited to, the reasonable and customary expenses for: (a) embalming:

- (b) cremation;
- (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.

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

**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.

# **ACCIDENTAL DEATH & DISMEMBERMENT**

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured other than while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 180 days of the date of the accident which caused Injury. The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule or Declarations Page. The accident must occur while the Insured is on the Trip and is covered under this Policy.

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

#### Table of Losses

Loss of	% of Maximum Limit	
Life		
Both Hands or Both Feet		
Sight of Both Eyes		
One Hand and One Foot		
Either Hand or Foot and Sight of C	One Eye100%	
Either Hand or Foot		
Sight of One Eye		

"Loss" with regard to:

- (a) hand or foot means actual severance through or above the wrist or ankle joints;
- (b) eye 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 a benefit for Loss of life as specified above if the Insured's body cannot be located one year after a disappearance due to an accident during the Trip.

#### Section III DEFINITIONS

(Capitalized terms within this Policy are defined herein) **"Actual Cash Value"** means purchase price less depreciation.

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

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

"Children"/"Child" means the Insured's natural, step, foster, adopted children or grandchildren of any age.

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

"**Common Carrier**" means an air, land or sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier.

"**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 acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions

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associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

"Cruise" means a vacation on a cruise ship.

"Declarations Page" means the document showing the Insured's travel arrangements 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 where the Insured expects to travel to on his/her Trip other than Return Destination as shown on the travel documents.

"**Domestic Partner**" means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

(a) resides with the Insured, Family Member or Traveling Companion; and

(b) shares financial assets and obligations with the Insured, Family Member or Traveling Companion.

The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

"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, equipments, 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, civil union partner, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, stepgrandchild, step-child, step-brother, step-sister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, foster Child, ward or legal ward.

**"Financial Default"** means the total cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, Cruise line or airline.

**"Forfeited"** means the Insured's financial Loss of any whole or prorated prepaid, nonrefundable components of a Trip.

"Hospital" means a facility that:

(a) is operated according to law for the care and treatment of sick or Injured people;

- (b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (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;
- (b) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- (c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

"Hotel" means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are required.

"**Inaccessible**" means an 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 prevents the Insured from reaching his/her Destination when traveling by a rented or owned vehicle.

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

**"Injury/Injured"** means a bodily injury caused by an accident occurring while the Insured's coverage under 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

"Insured" means a person:

- (a) for whom any required Application Form has been completed;
- (b) for whom any required plan cost has been paid;
- (c) for whom a Trip is scheduled; and
- (d) who is covered under this Policy.

**"Loss"** means Sickness, Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Company has undertaken to compensate the Insured. "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;
- (b) meets generally accepted standards of medical practice;
- (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, Nervous or Psychological Disorder" means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis or any related physical manifestation.

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

"Necessary Personal Effects" means items such as clothing and toiletry items, which are included in the Insured's Baggage and are required for the Insured's Trip. "Normal Pregnancy or Childbirth" means a pregnancy or childbirth that is free of complications or problems.

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

"**Primary Residence**" means an Insured's fixed, permanent and main home for legal and tax purposes.

"Reasonable Additional Expenses" means expenses for meals, taxi fares, essential telephone calls 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;
- (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 specified in the travel documents. "**Return Destination**" means the place to which the Insured expects to return from his/her Trip.

"Schedule" means the Schedule of Benefits which is shown at the beginning of this Policy.

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

"Strike" means a stoppage of work which:

- (a) is announced, organized, and sanctioned by a labor union; and
- (b) interferes with the normal departure and arrival of a Common Carrier.

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

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

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

**"Travel Supplier"** means the tour operator, Hotel, rental company, Cruise line or airline that provides prepaid travel arrangements for the Insured's Trip.

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

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

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

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

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

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

#### Section IV EXCLUSIONS AND LIMITATIONS GENERAL EXCLUSIONS

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

- (a) intentionally self-inflicted Injury, suicide or attempted suicide of the Insured while sane or insane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, or elective abortion of the Insured;
- (c) participation in professional athletic events, motor sport or motor racing, including training or practice for the same;
- (d) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers and lead or top-rope anchoring equipment;
- (e) war or act of war, whether declared or not, participation in a civil disorder, riot or insurrection;
- (f) operating or learning to operate any aircraft, as student, pilot or crew;
- (g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (h) commission of or attempt to commit a felony by the Insured;
- (i) Mental, Nervous or Psychological Disorder;
- (j) if the Insured's tickets do not contain specific travel dates (open tickets);

- (k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
- (I) any loss that occurs at a time when this coverage is not in effect;

(m)traveling for the purpose of securing medical treatment; (n) any Trip taken outside the advice of a Physician;

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

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the pre-existing medical condition exclusion if the following conditions are met:

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

This coverage will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all prepaid, nonrefundable Trip arrangements are not insured.

# The following exclusions also apply to Trip Cancellation and Trip Interruption:

Unless otherwise provided by this plan benefits will not be provided for any loss resulting (in whole or in part) from: (a) travel arrangements canceled by an airline, Cruise line

- or tour operator, except as provided elsewhere in the plan;
- (b) changes in plans by the Insured, a Family Member, or Traveling Companion, for any reason;

- (c) financial circumstances of the Insured, a Family Member, or a Traveling Companion;
- (d) any business or contractual obligations of the Insured, a Family Member, or Traveling Companion, for any reason;
- (e) any government regulation or prohibition;
- (f) an event which occurs prior to the Insured's coverage effective date;
- (g) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured;
   (h) Financial Default.

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

Benefits will not be provided for any Loss, or damage to, caused by, or resulting in whole or in part from:

- (a) animals, rodents, insects or vermin;
- (b) bicycles (except when checked with a Common Carrier);
- (c) motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;
- (d) artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses or hearing aids;
- (e) keys, notes, securities, accounts, currency, deeds, food stamps, bills, or other evidences of debt or tickets;
- (f) money, stamps, stocks and bonds, postal or money orders;
- (g) property shipped as freight, or shipped prior to the Departure Date;
- (h) contraband, illegal transportation or trade;
- (i) items seized by any government, government official or customs official;
- (j) defective materials or craftsmanship;
- (k) normal wear and tear;
- (I) deterioration.

# The following exclusions also apply to the Accident Sickness Medical Expense Benefit:

Unless otherwise provided by this plan benefits will not be provided for the following:

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses and sunglasses;
- (d) routine dental care;
- (e) any service provided by the Insured, a Family Member or Traveling Companion;
- (f) alcohol or substance abuse or treatment for the same;
- (g) Experimental or Investigative treatment or procedures;

- (h) care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease;
- (i) coverage for Trips less than 100 miles from the Insured's Primary Residence.

The following exclusion also applies to the Emergency Evacuation benefit:

(a) coverage for Trips less than 100 miles from the Insured's Primary Residence.

The following exclusions also apply to Accidental Death & Dismemberment:

Benefits will not be provided for the following:

- (a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
- (b) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or aneurysm.

# EXCESS INSURANCE LIMITATION

The insurance provided by this Policy for all coverages except Trip Cancellation, Trip Interruption and Baggage & Personal Effects 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 and applicable deductible.

# Section V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Travel Guard, PO Box 47, Stevens Point, WI 54481 (telephone 1.877.934.8308).

All accident, health, and life claims will be administered by AIG Claims, Inc, in those states where it is licensed.

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to Travel Guard 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 Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If Travel Guard has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, and policy number. The Insured must return all unused, nonrefundable tickets.

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

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

- (a) the beneficiary named by that Insured and on file with Travel Guard
- (b) to his/her spouse, if living. If no living spouse, then
- (c) in equal shares to his/her living children. If there are none, then
- (d) in equal shares to his/her living parents. If there are none, then
- (e) in equal shares to his/her living brothers and sisters. If there are none, then
- (f) 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.

Accident Sickness Medical Expense, Emergency Evacuation & Repatriation of Remains and Accidental Death & Dismemberment Proof of Loss. The Insured must provide Travel Guard with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to Travel Guard.

**Trip Cancellation and Trip Interruption Proof of Loss:** The Insured must provide Travel Guard documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide Travel Guard with all unused air, rail, Cruise or other tickets if he/she is claiming the value of those unused tickets.

**Trip Delay Proof of Loss: The Insured must** provide Travel Guard documentation of the delay from the airline, Cruise line, etc., as to the reason for the delay and proof of the expenses incurred. The Insured must provide Travel Guard with all original receipts, copies of receipts or a list of the expenses incurred that gives the amount paid, what the payment was for, and the date of the payment. Claims involving Loss due to Sickness, Injury or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement.

Baggage and Personal Effects Proof of Loss. The Insured must: (a) report theft Losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage); (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment; (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged or lost items; and (e) in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to prevent further unlawful activity.

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

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

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

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

**Proof of Loss.** The Insured must furnish Travel Guard with proof of Loss. Proof of Loss includes police or other local

authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under this Policy. **Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to Travel Guard. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of Loss and the value.

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

**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.

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

#### The following provision applies to Trip Cancellation and Interruption, Baggage Delay, Baggage/Personal Effects, Accident Sickness Medical Expense and Emergency Evacuation & Repatriation of Remains:

**Subrogation -** To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. 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. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

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

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

**Coverage -** as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under this Policy).

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

#### Section VI GENERAL PROVISIONS

**Entire Contract: Changes.** This Policy, Schedule of Benefits, 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 can 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.

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

**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.

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

**Legal Actions.** No action at law or in equity may be brought to recover on 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 3 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 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 NOTICES

#### Notice to Georgia Residents:

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

#### Notice to Louisiana Residents:

The Children/Child definition is amended to delete the term "children from a civil union".

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 Subrogation provision is amended by adding the following: The Company's right of subrogation will not be enforced until the Insured has been made whole, as determined by a court of law, as a result of the Loss. The Company agrees to pay our portion of the Insured's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under the policy pursuant to our right of subrogation.

#### Notice to Maine Residents:

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 definition for Actual Cash Value is deleted in it entirety and replace with the following:

Actual Cash Value means the replacement cost of an insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged. "Physical

Depreciation" means a value as determined according to standard business practices.

The Accidental Death & Dismemberment benefits - double dismemberment amounts under this Policy shall be at least \$2,000 and for a single dismemberment the amount shall be at least \$1,000.

### Notice to Michigan Residents:

The Excess Provisions are deleted in their entirety and replaced with the following language in Excess Insurance Limitation.

"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".

### Notice to South Dakota Residents:

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 drugs, narcotics or alcohol exclusion in the General Exclusions and the alcohol or substance abuse or treatment for the same" exclusion in the Medical Expense Benefit exclusions are deleted in their entirety.

The "Excess Insurance Limitation" provision is not applicable to Medical Expense Benefits.

The "Legal Actions" provision is amended to replace the expiration period of 3 years with 6 years.

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

#### Notice to Texas Residents:

The Pre-Existing Medical Condition Exclusion is amended to remove "first manifested itself" and to replace "reasonable person" with "ordinarily prudent person".

The Excess Insurance Limitation provision does not apply to Medical Expense Benefit.

The Proof of Loss Provision is amended by add the following:

The Company will acknowledge receipt of the notice of claim in writing within 15 business days after the Company receives the claim. The Company will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the Company receives all required documentation to secure final proof of loss. If the Company rejects the claim, the required notice will state the reasons for the rejection. If the Company is unable to accept or reject the claim within that time period, the Company will notify the claimant of the reasons that additional time is needed. The Company will accept or reject the claim not later than the 45th day after the claimant is notified. If the claim is accepted, the Company will pay the claim within 5 days of the notice of acceptance. If payment of the claim is delayed, the Company will pay the claim plus 18% interest per year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

The Legal Actions provision is amended to change the expiration period from 60 days to 90 days.

The Arbitration provision is amended to replace the term "party" with "Insured and Company". The Arbitration provision is further amended add the following: Arbitration must be held in Texas for Texas Insureds unless mutually agreed upon to an alternate site.

The following provisions are added:

TEXAS LAWS GOVERN POLICIES. Any contract of insurance payable to any citizen or inhabitant of this State by any insurance company or corporation doing business within this State shall be held to be a contract made and entered into under and by virtue of the laws of this State relating to insurance, and governed hereby, notwithstanding such policy or contract of insurance may provide that the contract was executed and the premiums and policy (in case it becomes a demand) should be payable without this State, or at the home office of the company or corporation issuing the same.

ELECTED OFFICIALS. An insurer may not cancel or refuse to renew an insurance policy based solely on the fact that the policyholder is an elected official.

# 53593DBG

# **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call National Union Fire Insurance Company of Pittsburgh, Pa.'s toll free telephone number for information or to make a complaint at:

# 1-800-551-0824

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

# 1-800-252-3439

You may write the Texas Department of Insurance: P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### AVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de National Union Fire Insurance Company of Pittsburgh, Pa. para informacion o para someter una queja al: 1-800-551-0824

Puede communicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

#### 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas: P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces communicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

#### Notice to Utah Residents:

The definition of Children/Child with respect to adopted children is amended as follows: "adopted children from the moment of birth".

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, preeclampsia 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 Nervous 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.

The time limit for occurrence of loss on Accidental Death and Dismemberment benefits is amended to 365 days.

The Disappearance provision in the Accidental Death and Dismemberment provision is 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 Claim Procedures Proof of Loss provision is replaced with the following language:

The claim forms must be sent back to Travel Guard 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 Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under this Policy if the Company fails to show it was prejudiced by the failure. If Travel Guard has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, and policy number. The Insured must return all unused, nonrefundable tickets. The General Exclusion for participation in a riot or insurrection and commission of or attempt to commit a felony is amended to include voluntary participation or commission.

#### Notice to Vermont Residents:

All references to "Reasonable and Customary" are deleted and replaced with "Reasonable and Necessary" and the definition is amended to remove item (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred.

The Disagreement over Size of Loss provision is amended to add "This will be binding only if both parties agree prior to the appraisal/arbitration process.

The "Payment of Claims: When Paid" provisions are amended to add "The Company shall mail payment in the amount agreed to the Insured within ten (10) days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

The Physical Examination and Autopsy provision is amended to add "unless forbidden by law or religion". VERMONT MANDATORY ENDORSEMENT

#### CIVIL UNIONS

Vermont law requires that health insurers offer coverage to parties to a Civil Union that is equivalent to coverage provided to married persons.

1. The definition of Civil Union is added to and made a part of the Definitions section.

Civil Union – means that two eligible persons have established a relationship pursuant to 15 V.S.A. chapter 23 of Vermont's Statues and may receive the benefits and protections and be subject to the responsibilities of spouses.

- The definition of Party(ies) to a Civil Union is added to and made a part of the Definitions section. Party(ies) to a Civil Union – means an Insured who has established a Civil Union with another person pursuant to 15 V.S.A. chapter 23 and 18 V.S.A. chapter 106.
- 3. The definitions, terms, conditions or any other provisions of this Policy and/or Riders and Endorsements to which this mandatory Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Civil Union.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Civil Union.

- As provided in this Endorsement the term child or covered child shall mean a child (natural, stepchild, legally adopted child, a minor, or a disabled child) who is: (1) dependent on the Insured for support and maintenance; and (2) born to or brought to: (a) a marriage; or (b) a Civil Union established according to Vermont law.
- 5. The term spouse, wherever it appears in this Policy, Rider, Endorsement, and/or Application is deemed to include a Party to a Civil Union.

#### THIS ENDORSEMENT IS NOT MEANT TO PROVIDE DEPENDENT COVERAGE IF DEPENDENT COVERAGE IS NOT PROVIDED UNDER THIS POLICY.

# CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

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

#### Notice to Wyoming Residents:

The second sentence in the Legal Actions provision is amended as follows:

"No such action may be brought after the expiration of 10 years after the time written proof of loss is required to be furnished".

#### **ASSISTANCE SERVICES\***

All Assistance Services listed below are not insurance benefits and are not provided by the Company. Travel Guard provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the traveler.

#### **Travel Medical Assistance**

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

#### Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Arrangements for long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate referral
- 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

# LiveTravel<sup>®</sup> Emergency Assistance

- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- · Guaranteed hotel check-in
- Missed connections coordination

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



# Travel Guard®

24-Hour Emergency Assistance Telephone Numbers USA......1.877.934.8308 International......1.715.295.5452 LiveTravel<sup>®</sup> 24-Hour Assistance......1.800.826.8597 Be sure to use the appropriate country and city codes when calling. - KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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# Appendix B: Travelguard via InsureMyTrip

#### INDIVIDUAL TRAVEL PROTECTION POLICY

# **Platinum**

# SCHEDULE OF BENEFITS

Maximum Limit Per Person Trip CancellationTrip Cost
up to a maximum of \$100,000
Trip Interruptionup to 150% of Trip Cost up to a maximum of \$150,000
Trip Interruption-Return Air Only\$1,000
Trip Delay (Maximum of \$200 per day) \$1,000
Missed Connection\$500
Baggage & Personal Effects\$2,500
Baggage Delay\$500
Accident Sickness Medical Expense\$50,000*
Dental\$500
Physical Therapy\$2,000
Emergency Evacuation
& Repatriation of Remains\$1,000,000*
Escort Maximum\$25,000
Accidental Death & Dismemberment\$50,000

#### Extra Coverage (when the insurance plan is purchased within 15 days of Initial Trip Payment)

- Pre-Existing Medical Condition Exclusion Waiver
- Trip Cancellation/Interruption due to Financial Default
- Medical Expense (Primary)
- Baggage & Personal Effects (Primary)

#### Additional Coverage

#### The following will be included if elected and appropriate costs have been paid.

(Can only be purchased at the time the base plan is purchased and within 15 days of Initial Trip Payment)

Flight Guard <sup>®</sup>	Amount Selected Up to a Maximum of \$500,000
Car Rental Collision Coverage. \$250 Deductible	\$35,000
Medical Coverage Upgrade: Medical Expense	Additional \$50.000

Medical ExpenseAdditional \$50,0	00

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Emergency Evacuation	
Hospital of Choice	Included
If hospitalized for more than 7 days:	
Bedside Visit	Included
Return of Children	Included
Bedside Traveling Companion-	
Daily Benefit	\$200

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

Travel Medical Assistance
 Worldwide Travel Assistance

- LiveTravel<sup>®</sup> Emergency Assistance Concierge Services Business Assistant • Identity Theft

  - Personal Security Assistance
  - \$50 Roadside Assistance (per car)\*\*
- \* Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence
- \*\* Roadside Assistance service provided by Quest Towing Services, LLC.

#### 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 of Benefits 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.

Coverage only available to GA, LA, ME, OH, UT, VT and WY residents.

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

President



Secretarv

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

#### IMPORTANT

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

#### For guestions or information contact:

www.travelguard.com or phone Travel Guard 1.800.826.1300 National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) 1.800.679.5016

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SECTION V	PAYMENT OF CLAIMS	
SECTION VI	GENERAL PROVISIONS	

### Section I **EFFECTIVE AND TERMINATION DATES**

Effective Date: Trip Cancellation and Cancel for Any Reason coverages will be effective at 12:01 a.m. Standard Time on the date following payment to the Company of any required plan cost.

Car Rental Collision Coverage will take effect when the Insured signs the rental agreement and takes possession of the rental vehicle provided the required plan cost has been paid on or before the date the rental agreement has been signed.

All other coverages will begin on the later of:

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

Termination Date: Trip Cancellation and Cancel for Any Reason coverages end on the earlier of: (a) the cancellation of the Insured's Trip; or (b) the date and time the Insured starts on his/her Trip.

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The Car Rental Collision Coverage will end when the car is returned on or before the Rental Return Date, or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

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

**Extension of Coverage:** All coverages, except Trip Cancellation and Cancel for Any Reason, will be extended, if:

- (a) the Insured's entire Trip is covered by the plan;
- (b) the Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

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

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

# Section II - Benefits TRIP CANCELLATION AND INTERRUPTION

The Company will reimburse the Insured a benefit, up to the Maximum Limit shown in the Schedule or Declarations Page if an Insured cancels his/her Trip or 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 of an Insured, Traveling Companion or Family Member traveling with the Insured must be so disabling as to reasonably cause a Trip to be canceled or interrupted or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing continued participation in the Trip;
  - (2) Sickness or Injury of a Family Member not traveling with the Insured;
  - (3) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to cancel or interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician;
  - (4) Sickness, Injury, death or hospitalization of the Insured's Host at Destination. A Physician must certify the Sickness or Injury.

- (b) Financial Default of an airline, Cruise line or tour operator provided the Financial Default occurs more than 14 days following an Insured's effective date for the Trip Cancellation or Trip Interruption Benefits. 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. This coverage applies only if insurance was purchased within 15 days of Initial Trip Payment;
- (c) Inclement Weather causing delay or cancellation of travel;
- (d) Strike causing complete cessation of travel services at the point of departure or Destination;
- (e) the Insured's Primary Residence being made Uninhabitable or Inaccessible by Natural Disaster, vandalism or burglary;
- (f) the Insured's Destination being made Uninhabitable or Inaccessible by flood, tornado, earthquake, volcanic eruption, fire, wildfire or blizzard that is due to natural causes;
- (g) the Insured or Traveling Companion is hijacked, quarantined, subpoenaed or required to serve on a jury;
- (h) the Insured or Traveling Companion is called to active military service or military leave is revoked or reassigned;
- a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- (j) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own provided that he or she has been an active employee for the same employer for at least 1 year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- (k) the Insured and/or Traveling Companion is directly involved in or delayed due to an traffic accident, substantiated by a police report, while en route to the Insured's Destination;
- (I) a named hurricane causing cancellation or interruption of travel to the Insured's Destination that is Inaccessible or Uninhabitable. Claims are not payable if a hurricane is foreseeable prior to the Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Company will only pay the benefits for Losses occurring within 30 days after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible;
- (m) the Insured or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to the Departure Date. No coverage is provided for Felonious Assault committed by another Insured, Family Member, Traveling Companion or Traveling Companion's Family Member;
- (n) mechanical/equipment failure of a Common Carrier that occurs on a scheduled Trip and causes complete cessation of the Insured's travel and results in a Loss of 50% of the Insured's Trip length;

- (o) the Insured or Traveling Companion is required to work during his/her scheduled Trip. He/she must provide proof of requirement to work, such as a notarized statement signed by an officer of his/her employer. In the situation of selfemployment, proof of self-employment and a notarized statement confirming that the Insured is unable to travel due to his or her job obligations will be required;
- (p) the Insured or Traveling Companion is directly involved in a merger, acquisition, government required product recall or bankruptcy proceedings and must be currently employed by the company that is involved in said event; or
- (q) the Insured's or Traveling Companion's company is deemed to be unsuitable for business due to burglary or Natural Disaster and the Insured or Traveling Companion is directly involved as a Key Employee of the disaster recovery team.

### SPECIAL NOTIFICATION OF CLAIM

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

**Trip Cancellation Benefits**: The Company will reimburse the Insured for Forfeited, prepaid Trip Cost up to the Maximum Limit shown in the Schedule or Declarations Page for Trips that are canceled prior to the scheduled Departure due to any of the Unforeseen events shown above.

**Trip Interruption Benefits:** The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for Trips that are interrupted due to the Unforeseen events shown above for:

- (a) Unused portion of nonrefundable, prepaid insured Trip Cost, and
- (b) additional transportation expenses incurred by the Insured, either
  - (1) to the Return Destination; or
  - (2) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
- (c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed and leaves after the Departure Date.

However, the benefit payable under (b) and (c) above will not exceed the cost of economy airfare or the same class as the Insured's original ticket, less any refunds paid or payable, by the most direct route.

Trip Interruption – Return Air Only: The Company will reimburse the Insured for the additional transportation expenses incurred to reach the Return Destination due to one of the Unforeseen events listed in the Trip Cancellation/Trip Interruption section. However, the benefit payable will not exceed the cost of economy airfare (or the same class as the Insured's original ticket) less any refunds paid or payable and taken by the most direct route.

#### SINGLE OCCUPANCY BENEFIT

The Company will reimburse the Insured, up to the Trip Cancellation and Trip Interruption Maximum Limits shown in the Schedule or Declarations Page, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, nonrefundable travel arrangements if a person booked to share accommodations with the Insured has his/her Trip canceled or interrupted due to any of the Unforeseen events shown in the Trip Cancellation and Trip Interruption section and the Insured does not cancel.

# CANCEL FOR ANY REASON COVERAGE

If the Insured is prevented from taking the Trip for any reason not otherwise covered by this plan, the Company will reimburse the Insured for 50% of the prepaid, Forfeited, nonrefundable payments or deposits for insured Trip arrangement(s) up to the Maximum Limit shown for this benefit in the Schedule provided the following conditions are met:

- (a) the Insured purchases this Cancel for Any Reason Coverage with the base plan and within 15 days of the date the Insured's Initial Trip Payment or deposit is paid and insures the cost of any subsequent arrangement(s) added to the same Trip within 15 days of the date of payment or deposit for any subsequent Trip arrangement(s); and
- (b) this insurance coverage is purchased for the full cost of all nonrefundable prepaid Trip arrangements that are subject to cancellation penalties and/or restrictions; and
- (c) the Insured cancels the insured Trip no less than 48 hours prior to the Departure Date.

This coverage will be terminated and no benefits will be paid under this Cancel for Any Reason Coverage if the full costs of all prepaid, nonrefundable Trip arrangements are not insured. Any plan cost paid for this Cancel for Any Reason Coverage will be refunded.

# TRIP DELAY

The Company will 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 5 or more consecutive hours and prevents the Insured from reaching the intended Destination as a result of a cancellation or delay of his/her Trip for one of the Unforeseen events listed below:

- (a) Common Carrier delay;
- (b) the Insured's or Traveling Companion's lost or stolen passports, travel documents or money;
- (c) reasons listed under Trip Cancellation and Interruption.

Incurred expenses must be accompanied by receipts.

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

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

The Insured Must: Contact Travel Guard as soon as he/she knows his/her Trip is going to be delayed more than 5 hours.

#### MISSED CONNECTION

If, while on a Trip, the Insured misses a Trip departure resulting from cancellation or delay of 3 or more hours of all regularly scheduled airline flights due to Inclement Weather or Common Carrier caused delay, the Company will 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) prepaid, nonrefundable Trip payments for the Unused portion of the Trip.

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

Coverage is secondary if reimbursable by any other source.

# **BAGGAGE AND PERSONAL EFFECTS**

The Company will reimburse the Insured, up to the Maximum Limit shown in the Schedule or Declarations Page subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects, passports, travel documents, credit cards and visas during the Insured's Trip.

#### **Special Limitations:**

The Company will reimburse the Insured up to:

- \$500 for the first item and thereafter
- \$250 per each additional item
- \$500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited to: lap top computers, cell phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts.

The Company will pay the lesser of:

- (a) the cash value (original cash value less depreciation) as determined by the Company or
- (b) the cost of replacement.

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

- (a) repair or replace any part to restore the pair or set to its value before the Loss; or
- (b) pay the difference between the cash value of the Baggage before and after the Loss.

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

# **BAGGAGE DELAY**

If the Insured's Baggage is delayed or misdirected by the Common Carrier for more than 12 hours while on a Trip, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule or Declarations Page for the purchase of Necessary Personal Effects. Necessary Personal Effects do not include jewelry, perfume and alcohol. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

# CAR RENTAL COLLISION COVERAGE

If an Insured's rented vehicle is damaged while on a Trip due to collision, vandalism, windstorm, fire, hail or flood, while in his/her possession, the Company will pay the lesser of:

- (a) the cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired; or
- (b) the Actual Cash Value of the vehicle.

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown in the Schedule or Declarations Page.

Coverage is provided to the Insured and Traveling Companion, if the Insured and Traveling Companion are licensed drivers and are listed on the rental agreement.

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

This coverage is Primary to other forms of insurance or indemnity. The Insured must contact Travel Guard before renting to confirm if the vehicle is covered.

### ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule or Declarations Page. The Company will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness within 365 days of the date of the accident that caused the Injury or the onset of the Sickness provided the initial documented treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence, while covered under this Policy.

#### Covered Expenses:

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges;
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth or other prosthetic devices;
- physical therapy up to 90 days after the Insured reaches his/her Return Destination, up to the Maximum Limit shown in the Schedule or Declarations Page;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule or Declarations Page. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

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

#### EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Insured's Injury or Sickness that occurs while he or she is on a Trip. Benefits payable are subject to the Maximum Limit shown in the Schedule or Declarations Page for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes during an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence.

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible and required by the standard regulations of the conveyance transporting the Insured.

#### Expenses for Transportation must be:

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

The Company will also pay a benefit for reasonable and customary expenses incurred for an escort's transportation and accommodations subject to the Escort Maximum Limit shown in the Schedule if an onsite attending Physician recommends in writing that an escort accompany the Insured.

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

#### Emergency Evacuation means:

- (a) Transportation from the place where the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and/or
- (b) Transportation 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/or
- (c) Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.

If the Medical Coverage Upgrade is selected and the appropriate cost has been paid, the following will also apply:

(d) Transportation from a licensed medical facility to an adequate licensed medical facility of the Insured's choice for further Medically Necessary treatment if the onsite attending Physician certifies that the Insured is medically able to travel.

Advanced authorization by Travel Guard is needed for (a), (b) (c) and (d) above.

#### ADDITIONAL BENEFIT

In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will reimburse the Insured his/her airfare costs, less refunds from the Insured's Unused transportation tickets, from that facility to the Insured's Return Destination or home, within one year from the Insured's original Return Date. Airfare costs will be based on medical necessity or same class as the Insured's original tickets.

If the Insured is hospitalized for more than 7 days following a covered Emergency Evacuation, the Company will reimburse the Insured, subject to the limitations set out herein, the expenses for:

- Return of Children: Return of the Insured's Children, who were accompanying the Insured when the Injury or Sickness occurred, to the Insured's residence in the United States, including the cost of an attendant, if necessary. Such expenses shall not exceed the cost of a one-way economy airfare ticket, or same class as the original ticket, less the value of any applied credit from any Unused return travel tickets for each person.
- Bedside Visit: To bring one person chosen by the Insured to and from the medical facility where the Insured is confined if the Insured is alone. The payment will not exceed the cost of one round-Trip economy airfare ticket. This additional benefit only applies if the Medical Coverage Upgrade is purchased.
- 3. Bedside Traveling Companion: The Company will reimburse the Insured for reasonable expenses incurred for Hotel and meals up to the Per Day Limit shown in the Schedule or Declarations Page for the Traveling Companion to remain near the Insured. For an insured Child, a bedside companion is available immediately upon Hospital admission. Receipts must be submitted. Coverage for this benefit ends on the day the Insured is discharged from the hospital. For purposes of this benefit, Traveling Companion means the person is Insured under this plan and accompanies the Insured on the Trip.

#### REPATRIATION OF REMAINS

The Company will pay Repatriation Covered Expenses up to the Maximum Limit shown in the Schedule or Declarations Page to return the Insured's body to the City of burial if he/she dies during the Trip.

**Repatriation Covered Expenses** include, but are not limited to, the reasonable and customary expenses for:

- (a) embalming;
- (b) cremation;
- (c) the most economical coffins or receptacles adequate for transportation of the remains; and 12

(d) transportation of the remains, by the most direct and economical conveyance and route possible.

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

**Special Limitation:** In the event the 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.

# ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured other than while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident which caused Injury. The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule or Declarations Page. The accident must occur while the Insured is on the Trip and is covered under this Policy.

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

#### **Table of Losses**

Loss of	% of Maximum Limit
Life	
Both Hands or Both Feet	
Sight of Both Eyes	
One Hand and One Foot	
Either Hand or Foot and Sight of One Eye	e100%
Either Hand or Foot	
Sight of One Eye	50%

"Loss" with regard to:

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

(b) eye 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 a benefit for Loss of life as specified above if the Insured's body cannot be located one year after a disappearance due to an accident during the Trip.

# FLIGHT GUARD®

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured while on a Trip 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 regularly scheduled airline or charter and operated by a properly certified pilot. The Loss must occur within 365 days of the date of the accident which caused Injury. The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule or Declarations Page. The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The 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	
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	
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) eye 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 a benefit for Loss of life as specified above if the Insured's body cannot be located one year after a disappearance due to an accident during the Trip.

# Section III DEFINITIONS

(Capitalized terms within this Policy are defined herein) "Actual Cash Value" means purchase price less depreciation.

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

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

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

"Children" "Child" means with respect to Emergency Evacuation and Accident Sickness Medical Expense Benefit and as shown on the application form unmarried children or grandchildren of the Insured, including natural children from the moment of birth, children from a civil union and step, foster or adopted children from the moment of placement in the Insured's home, under age 25 and primarily dependent on the Insured for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of children; and (2) is incapable of selfsustaining employment by reason of mental or physical incapacity. As otherwise used in this plan it means the Insured's natural, step, foster, adopted children or grandchildren of any age.

*"City"* means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace. *"Common Carrier"* means an air, land or sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier.

"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 acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy,

morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

"Cruise" means a vacation on a cruise ship.

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

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

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

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

**"Domestic Partner"** means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

(a) resides with the Insured or Family Member; and

(b) shares financial assets and obligations with the Insured or Family Member.

The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Exotic Vehicle"** means antique cars that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original manufacturer's suggested retail price greater than \$50,000.

**"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, equipments, 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, civil union partner, Domestic Partner, Child, daughter-inlaw, son-in-law, brother, sister, mother, father, grandparent, stepgrandparent, grandchild, step-grandchild, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward; 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. **"Felonious Assault"** means an act of violence against the Insured or a Traveling Companion requiring medical treatment in a Hospital. **"Financial Default"** means the total cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, cruise line or airline.

*"Forfeited"* means the Insured's financial Loss of any whole or prorated prepaid, nonrefundable components of a Trip.

"Hospital" means a facility that:

- (a) is operated according to law for the care and treatment of sick or Injured people;
- (b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (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;
- (b) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- (c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or exmembers of the armed forces for which no charge is normally made.

**"Host At Destination"** means the person with whom the Insured is sharing prearranged overnight accommodations in the host's home.

"Hotel" means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are required.

*"Inaccessible"* means an 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 prevents the Insured from reaching his/her Destination when traveling by a rented or owned vehicle.

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

"Injury/Injured" means a bodily injury caused by an accident occurring while the Insured's coverage under 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;

(b) for whom any required plan cost has been paid;

(c) for whom a Trip is scheduled; and

(d) who is covered under this Policy.

"Key Employee" means an employee of an employer who is responsible for policy and decision making.

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

"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;
- (b) meets generally accepted standards of medical practice;
- (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, Nervous or Psychological Disorder"* means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis or any related physical manifestation.

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

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

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

"Physician" means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, a Business Partner or retained by the Policyholder. "Primary" means the Company will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be enrolled.

"Primary Residence" means an Insured's fixed, permanent and main home for legal and tax purposes.

"Reasonable Additional Expenses" means expenses for meals, taxi fares, essential telephone calls 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;
- (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.

"Rental Return Date" means the return date listed on the car rental agreement.

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

"Schedule" means the Schedule of Benefits which is shown at the beginning of this Policy.

"Sickness" means an illness or disease diagnosed or treated by a Physician.

"Strike" means a stoppage of work which:

- (a) is announced, organized, and sanctioned by a labor union; and
- (b) interferes with the normal departure and arrival of a Common Carrier.

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

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

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

*"Travel Supplier"* means the tour operator, Hotel, rental company, Cruise line or airline that provides prepaid travel arrangements for the Insured's Trip.

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

*"Trip"* means a period of travel away from home to a Destination outside the Insured's City of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 364 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

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

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

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

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

# Section IV EXCLUSIONS AND LIMITATIONS

#### GENERAL EXCLUSIONS

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

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;
- (b) Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, or elective abortion of the Insured, a Traveling Companion or a Family Member;
- (c) participation in professional athletic events, motor sport or motor racing, including training or practice for the same;
- (d) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers and lead or top-rope anchoring equipment;
- (e) war or act of war, whether declared or not, participation in a civil disorder, riot or insurrection;
- (f) operating or learning to operate any aircraft, as student, pilot or crew;
- (g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (h) commission of or attempt to commit a felony by the Insured;
- (i) Mental, Nervous or Psychological Disorder;
- (j) if the Insured's tickets do not contain specific travel dates (open tickets);
- (k) being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
- (I) any loss that occurs at a time when this coverage is not in effect;

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- (m) traveling for the purpose of securing medical treatment;
- (n) any Trip taken outside the advice of a Physician;

PRE-EXISTING MEDICAL CONDITION EXCLUSION: The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 90 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or

drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

# PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the pre-existing medical condition exclusion if the following conditions are met:

- (1) This plan is purchased within 15 days of Initial Trip Payment;
- (2) The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase and the costs of any subsequent arrangements added to the same Trip are insured within 15 days of the date of payment or deposit for any subsequent Trip arrangements;
- All Insured's are medically able to travel when this plan cost is paid;
- (4) The Trip Cost does not exceed \$100,000 per person (only applicable to Trip Cancellation/Interruption).

This coverage will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all prepaid, nonrefundable Trip arrangements are not insured.

# The following exclusions also apply to Trip Cancellation and Trip Interruption:

Unless otherwise provided by this plan Benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) travel arrangements canceled by an airline, Cruise line or tour operator, except as provided elsewhere in the plan;
- (b) changes in plans by the Insured, a Family Member or Traveling Companion for any reason, unless Cancel for Any Reason was purchased;
- (c) financial circumstances of the Insured, a Family Member or a Traveling Companion;
- (d) any government regulation or prohibition;
- (e) an event which occurs prior to the Insured's coverage Effective Date;

(0)

(f) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured.

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

Benefits will not be provided for any Loss, or damage to, caused by, or resulting in whole or in part from:

- (a) animals, rodents, insects or vermin;
- (b) bicycles (except when checked with a Common Carrier);
- (c) motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;
- (d) artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses or hearing aids;
- (e) keys, notes, securities, accounts, currency, deeds, food stamps, bills or other evidences of debt, or tickets;
- (f) money, stamps, stocks and bonds, postal or money orders;
- (g) property shipped as freight, or shipped prior to the Departure Date;
- (h) contraband, illegal transportation or trade;
- (i) items seized by any government, government official or customs official;
- (j) defective materials or craftsmanship;
- (k) normal wear and tear;
- (I) deterioration.

# The following limitations and exclusions apply to Car Rental Collision Coverage:

Coverage is not provided in whole or in part for any loss to, or due to:

- (a) the Insured or his/her Traveling Companion violating the rental agreement;
- (b) rentals of trucks, (not including jeeps or SUV's) campers, trailers, off road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- (c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision Deductible;
- (d) failure to report the Loss to the proper local authorities and the rental car company;
- (e) damage to any other vehicle, structure, or person as a result of a covered Loss;
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (g) driving under the influence of alcohol;
- (h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- (i) war or act of war, whether declared or not, the Insured's participation in a civil disorder, riot or insurrection.

#### The following exclusions also apply to the Accident Sickness Medical Expense Benefit:

Unless otherwise provided by this plan Benefits will not be provided for the following:

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses and sunglasses;
- (d) routine dental care;
- (e) any service provided by the Insured, a Family Member or Traveling Companion;
- (f) alcohol or substance abuse or treatment for the same;
- (g) Experimental or Investigative treatment procedures;
- (h) care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease;
- coverage for Trips less than 100 miles from the Insured's Primary Residence.

# The following exclusion also applies to the Emergency Evacuation Benefit:

(a) coverage for Trips less than 100 miles from the Insured's Primary Residence.

The following exclusions also apply to Accidental Death and Dismemberment and Flight Guard:

Benefits will not be provided for the following:

- (a) loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
- (b) stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or aneurysm.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy for all coverages except Trip Cancellation, Trip Interruption and Car Rental Collision Coverage shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss payable under 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 and applicable deductible. Accident Sickness Medical Expense and Baggage & Personal Effects will become Primary if the plan is purchased within 15 days of Initial Trip Payment.

# Section V PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Travel Guard, PO Box 47, Stevens Point, WI 54481 (telephone 1.800.826.1300).

All accident, health, and life claims will be administered by AIG Claims, Inc., in those states where it is licensed.

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to Travel Guard 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 Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If Travel Guard has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name and policy number. The Insured must return all unused, nonrefundable tickets.

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

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

- (a) the beneficiary named by that Insured and on file with Travel Guard
- (b) to his/her spouse, if living. If no living spouse, then
- (c) in equal shares to his/her living children. If there are none, then
- (d) in equal shares to his/her living parents. If there are none, then
- (e) in equal shares to his/her living brothers and sisters. If there are none, then
- (f) 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.

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

Trip Cancellation and Trip Interruption Proof of Loss: The Insured must provide Travel Guard documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide Travel Guard with all unused air, rail, Cruise or other tickets if he/she is claiming the value of those unused tickets.

Trip Delay Proof of Loss: The Insured must provide Travel Guard documentation of the delay from the airline, cruise line, etc., as to the reason for the delay and proof of the expenses incurred. The Insured must provide Travel Guard with all original receipts, copies of receipts or a list of the expenses incurred that gives the amount paid, what the payment was for, and the date of the payment. Claims involving Loss due to Sickness, Injury or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement.

**Baggage and Personal Effects Proof of Loss:** The Insured must: (a) report theft Losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage); (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment; (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged or lost items; and (e) in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to prevent further unlawful activity.

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

**Car Rental Collision Coverage Proof of Loss:** The Insured must: take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; report the Loss to the appropriate local authorities and the rental company as soon as possible; obtain all information on any other party involved in a traffic accident, such as name, address, insurance information, and driver's license number; and provide Travel Guard all documentation such as rental agreement, police report, and damage estimate.

# The following provisions apply to Baggage/Personal Effects, Baggage Delay and Car Rental Collision Coverage:

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

(a) notify Travel Guard as soon as possible;

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

**Proof of Loss.** The Insured must furnish Travel Guard with proof of Loss. Proof of Loss includes police or other local authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under this Policy.

**Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to Travel Guard. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of Loss and the value.

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

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the Loss, either the Insured or the 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.

Accident Sickness Medical Expense, Emergency Evacuation & Repatriation of Remains, Accidental Death & Dismemberment and Flight Guard Proof of Loss: The Insured must provide Travel Guard with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to Travel Guard.

The following provision applies to Trip Cancellation, Trip Interruption, Accident Sickness Medical Expense, Baggage Delay, Baggage/Personal Effects, Emergency Evacuation & Repatriation of Remains and Car Rental Collision Coverage: Subrogation - To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. 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. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company. As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

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

**Coverage** - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy except coverage provided under this Policy and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company.

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

### Section VI GENERAL PROVISIONS

**Entire Contract: Changes:** This Policy, Schedule of Benefits 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 can 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.

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

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

**Legal Actions.** No action at law or in equity may be brought to recover on 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 3 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 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.

**Insurance With Other Insurers:** If there is other valid coverage with another insurer that provides coverage for the same Loss, the Company will pay only the proportion of the Loss that this Company's Limit for that Loss bears to the total limit of all insurance covering that Loss, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

**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 NOTICES

#### Notice to Georgia Residents:

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

#### Notice to Louisiana Residents:

The Children/Child definition is amended to delete the term "children from a civil union".

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 Subrogation provision is amended by adding the following: The Company's right of subrogation will not be enforced until the Insured has been made whole, as determined by a court of law, as a result of the Loss. The Company agrees to pay our portion of the Insured's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under the policy pursuant to our right of subrogation.

#### Notice to Maine Residents:

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 definition for Actual Cash Value is deleted in it entirety and replace with the following: Actual Cash Value means the replacement cost of an insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged. "Physical Depreciation" means a value as determined according to standard business practices.

The Accidental Death & Dismemberment and Flight Guard benefits - double dismemberment amounts under this Policy shall be at least \$2,000 and for a single dismemberment the amount shall be at least \$1,000.

#### Notice to Utah Residents:

The definition of Children/Child with respect to adopted children is amended as follows: "adopted children from the moment of birth". 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 Nervous 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.

The time limit for occurrence of loss on Accidental Death and Dismemberment and Flight Guard benefits is amended to 365 days.

The Disappearance provision in the Accidental Death and Dismemberment and Flight Guard provision is 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 Claim Procedures Proof of Loss provision is replaced with the following language:

The claim forms must be sent back to Travel Guard 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 Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under this Policy if the Company fails to show it was prejudiced by the failure. If Travel Guard has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, and policy number. The Insured must return all unused, nonrefundable tickets.

The General Exclusion for participation in a riot or insurrection and commission of or attempt to commit a felony is amended to include voluntary participation or commission.

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.

#### Notice to Vermont Residents:

All references to "Reasonable and Customary" are deleted and replaced with "Reasonable and Necessary" and the definition is amended to remove item (b) do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred.

The Disagreement over Size of Loss provision is amended to add "This will be binding only if both parties agree prior to the appraisal/arbitration process.

The "Payment of Claims: When Paid" provisions are amended to add "The Company shall mail payment in the amount agreed to the Insured within ten (10) days, unless a further delay is mandated under an order by a court of competent jurisdiction or required by law.

The Physical Examination and Autopsy provision is amended to add "unless forbidden by law or religion".

#### VERMONT MANDATORY ENDORŠEMENT CIVIL UNIONS

Vermont law requires that health insurers offer coverage to parties to a Civil Union that is equivalent to coverage provided to married persons.

1. The definition of Civil Union is added to and made a part of the Definitions section.

Civil Union – means that two eligible persons have established a relationship pursuant to 15 V.S.A. chapter 23 of Vermont's Statues and may receive the benefits and protections and be subject to the responsibilities of spouses.

- The definition of Party(ies) to a Civil Union is added to and made a part of the Definitions section. Party(ies) to a Civil Union – means an Insured who has established a Civil Union with another person pursuant to 15 V.S.A. chapter 23 and 18 V.S.A. chapter 106.
- The definitions, terms, conditions or any other provisions of this Policy, and/or Riders and Endorsements to which this mandatory Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Civil Union.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Civil Union.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Civil Union.

- 4. As provided in this Endorsement the term child or covered child shall mean a child (natural, stepchild, legally adopted child, a minor, or a disabled child) who is: (1) dependent on the Insured for support and maintenance; and (2) born to or brought to: (a) a marriage; or (b) a Civil Union established according to Vermont law.
- 5. The term spouse, wherever it appears in this Policy, Rider, Endorsement, and/or Application is deemed to include a Party to a Civil Union.

THIS ENDORSEMENT IS NOT MEANT TO PROVIDE DEPENDENT COVERAGE IF DEPENDENT COVERAGE IS NOT PROVIDED UNDER THE POLICY.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a Civil Union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to Parties to a Civil Union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a Party to a Civil Union in an ERISA employee welfare benefit plan. However, governmental

employers (not federal government) are required to provide health benefits to the dependents of a Party to a Civil Union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, Parties to a Civil Union and their families may or may not have access to certain benefits under this Policy, Rider, or Endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this Policy.

#### Notice to Wyoming Residents:

The second sentence in the Legal Actions provision is amended as follows:

"No such action may be brought after the expiration of 10 years after the time written proof of loss is required to be furnished".

# **ASSISTANCE SERVICES\***

All Assistance Services listed below are not insurance benefits and are not provided by the Company. Travel Guard provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the traveler.

#### **Travel Medical Assistance**

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

# Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance

- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Arrangements for long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate referral
- 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
- LiveTravel<sup>®</sup> Emergency Assistance
- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- · Guaranteed hotel check-in
- Missed connections coordination

#### **Business Assistant**

- Business service location assistance (quick printers, internet cafes, overnight delivery, etc)
- "411" Global directory service
- Wireless accessory replacement assistance
- Business conference call coordination
- Urgent messaging to clients, colleagues & family members
- Up-to-the-minute travel delay and departure reports
- Driving and walking directions worldwide
- Emergency return travel arrangements

#### **Concierge Services**

- Restaurant referrals and reservations
- Ground transportation arrangements
- Event ticketing arrangements
- Tee times and course recommendations
- Floral services

#### Identity Theft

- 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 victim in communications with creditors to help make the creditors aware of the victim's identity theft issues
- Assist identity theft victim in identifying proper law enforcement to pursue prosecution of criminals
- Assist identity theft victim in reviewing account activity

Obtain additional resources for reviewing and resolution of victim's issues

#### Personal Security Assistance

- Arrange emergency and security evacuations
- · Deployment of consultants to extract client to safety
- 24/7 access to security and safety advisories, global risk analysis and consultation specialist
- Immediate security intelligence of events occurring throughout
   the world
- Collaborate with law enforcement to assist with apprehension and prosecution of victim assailants
- \* Non-insurance services are provided by Travel Guard.

#### **Roadside Assistance**

#### 24-Hour Roadside Assistance Services\*\*

- Towing Assistance When towing is necessary, the covered vehicle will be towed to the nearest service facility or to any location requested by the covered customer.
- Flat Tire Assistance Service consists of the replacement of a flat tire with the covered vehicle's spare tire. Towing assistance will be provided if needed.
- Oil, Fluid, and Water Delivery Service An emergency supply of oil, fluid, and water will be delivered to any covered vehicle in immediate need. The customer must pay for cost of the fluids if there is one.
- Fuel Delivery Service An emergency supply of fuel will be delivered to any covered vehicle in immediate need. The customer must pay for the cost of the fluids if there is one.
- Lock-out Assistance Assistance will be provided in gaining entry to a covered vehicle if the keys are lost or locked inside.
- Battery Assistance Battery assistance (jump-start) will be provided to any covered customer in immediate need.
- Collision Assistance If a customer is involved in a collision in their covered vehicle, towing assistance will be provided when needed to direct the vehicle back to the issuing dealership if possible or to the nearest qualified repair facility.

\*\*Roadside Assistance provided by Quest Towing Services, LLC, 106 West Tolles Drive, St Johns, MI 48879. \$50 limit per occurrence. The authorized service providers contracted to perform the service are independent contractors and not agents or employees of Quest Towing Services, LLC, or Travel Guard. To access the roadside assistance services, customer must contact Travel Guard directly to arrange for services to be rendered and for the reimbursement to apply. No reimbursement will be made unless Travel Guard makes all roadside assistance arrangements. Neither Quest Towing Services, LLC, Travel Guard, nor their affiliates can assume liability for any damages resulting from the acts of the service provider. Any personal injury

# or damage to a member's property must be filed against the service facility.

# AIG

# Travel Guard®

24-Hour Emergency Assistance Telephone Numbers USA......1.800.826.1300 International......1.715.345.0505 LiveTravel® 24-Hour Assistance......1.800.826.8597 Be sure to use the appropriate country and city codes when calling. KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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# Appendix C: Tripmate with State Disclosures



#### Important

This document provides only a summary of the Plan Benefits. This document is not Your Purchase Confirmation. Your Purchase Confirmation and applicable Plan Documents are provided to You at time of purchase.

#### **Satisfaction Guarantee**

If You are not satisfied for any reason, You may return Your Plan Documents to us within 10 days after receipt. Your plan payment will be refunded, provided You have not filed a claim or departed on Your Trip. When so returned, the Plan Documents are void from the beginning.

#### **One Call Worldwide Travel Services Network**

One Call Travel Services Network provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is included in Your Plan Documents. To contact One Call:

Within U.S.A. & Canada	Outside U.S.A. & Canada
1-855-878-9588	1-603-328-1329

This document provides a brief summary of the plan. If there is a conflict between this document and a plan provision, the plan provision shall prevail.



# **Summary of Plan Benefits**

#### **Plan Information**

Product: Plan #: Explorer Plan N300E

Schedule of Benefits - N300E Confirmation of Coverage Plan Benefits Maximum Benefit Amount	
	Up To Trip Cost*
	Included
	Up To Trip Cost *
	ay)\$1,500
Accidental Death and Dismemberment\$10,000	
Medical Expense/Emergency Evacuation	
Emergency Accident or Sickness Medical Expense\$100,000	
Emergency Evacuation or Repatriation of Remains\$500,000	
Emergency Dental Treatm	ent\$750
Hospital Advancement	\$500
Non-Medical Emergency Eva	cuation\$25,000
Baggage/Personal Effects	\$3,000
Per Article Limit	\$1,500
Combined Maximum Limit	\$500**
Baggage Delay (Up to \$150 Per Day)\$750	
Collision Damage Waiver (CDW)\$35,000	

\* Trip Cost up to a maximum of \$10,000

\*\*Applies to: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur.

# Non-Insurance Services

One Call 24-Hour Assistance Services Global Xpi Medical Records Service

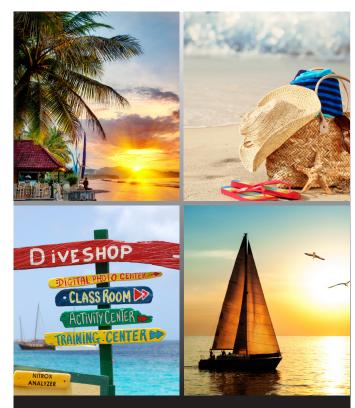
The Travel Insurance Benefits of this Plan are Underwritten By: Nationwide Mutual Insurance Company

**Please Note:** This Plan is only effective for You if the required plan payment for the Trip has been paid prior to Your Scheduled Departure Date for Your Trip. Plan provisions and benefits may vary by state jurisdiction. Please refer to Your Plan Documents for complete details.

# **Customer Service and Claims**

Have questions or need to report a claim? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions, report and complete your claim(s) online at www.tripmate.com or call **1-844-207-1930**.

# World Nomads



Our Travel Protection Plan helps to protect Your travel investment, Your belongings and most importantly You for those unforeseen circumstances that arise before or during Your Trip.



# Benefits are administered by:

Trip Mate, Inc. (in CA & UT, dba Trip Mate Insurance Agency) 9225 Ward Parkway, Suite 200, Kansas City, MO, 64114,

Tel: 1-844-207-1930.

YOUR PLAN NUMBER: N300E



# One Call

Worldwide Travel Services Network

Multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities, and provide services for:

- Medical Consultation and Monitoring
- Medical Evacuation Arrangements
- Emergency Medical Payments
- Prescription Assistance
- Repatriation of Remains
- 24 Hour Legal Assistance
- Nurse Helpline
- Message Services
- Language Interpretation Services
- Emergency Cash Transfer
- Pre-Trip Travel Services
- Travel Document and Ticket Replacement

A complete list of these services is included in your certificate/policy. To contact One Call:

Within U.S.A. & Canada Outside U.S.A. & Canada 1-855-878-9588 1-603-328-1329

**24 Hour Assistance Service is provided by:** One Call Travel Services Network.

#### ACCESS YOUR MEDICAL RECORDS ONLINE

With **Global Xpi**, you can relax knowing your important medical records are available to you or any Physician chosen by you, at anytime, anywhere in the world, wherever internet access is available. **Register at www.globalxpi.com or call, toll free:** 

1-800-379-9887 Use Program Code N300E These Services are Provided by: Global Xpi, a Trip Mate brand.



Nationwide Mutual Insurance Company One Nationwide Plaza MR-05-10 Columbus, OH 43125

This Certificate of Insurance describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company and herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Coverage. It provides You with specific information about the program You purchased. Please contact the Plan Administrator immediately if You believe that the Confirmation of Coverage is incorrect.

This Certificate of Insurance is issued in consideration of the enrollment form and payment of any premium due. All statements in the enrollment forms are representations and not warranties. Only statements contained in a written enrollment form will be used to void insurance, reduce benefits or defend a claim.

All premium is non-refundable after a ten (10) day review period from the date of purchase in the event You have not incurred any claims during that time. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid in direct proportion of the actual amount paid to the required premium due.

#### NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

The President and Secretary of Nationwide Mutual Insurance Company witness this Certificate.

Secretary President Dolt w. Them Mark a.

Licensed Resident Agent (where required by law)

TRAVEL PROTECTION CERTIFICATE EXCESS INSURANCE

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#### NATIONWIDE MUTUAL INSURANCE COMPANY TRAVEL PROTECTION INSURANCE CERTIFICATE

#### **GENERAL DEFINITIONS**

Throughout this document, when capitalized, certain words and phrases are defined as follows:

"Accident" means a sudden, unexpected, unintended, specific event that occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**"Accidental Injury"** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

"Actual Cash Value" means the lesser of the replacement cost and the purchase price less depreciation.

"Additional Expenses" means any reasonable expenses for meals and lodging as well as local transportation and essential phone calls that were necessarily incurred as the result of a Hazard and that were not provided by the Common Carrier or other party free of charge.

"Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

**"Bodily Injury"** means identifiable physical injury that is caused by an Accident and is independent of disease or bodily infirmity.

"Business Partner" means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day- to-day management of the business.

"Certificate of Insurance" means this document, and any endorsements, riders or amendments that will attach during the period of coverage.

"Checked Baggage" means a piece of baggage that accompanies You for which a claim check has been issued to You by a Common Carrier.

"Common Carrier" means any land, sea and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis and limousines are not Common Carriers as defined herein.

"Company" means Nationwide Mutual Insurance Company.

"Confirmation of Coverage" means the document that outlines Your benefits and Maximum Benefit amounts.

"Covered Expenses" means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Certificate; and that do not exceed the Maximum Benefit limits shown in the Confirmation of Coverage, under each stated benefit.

"Cruise" means any prepaid sea arrangements made by the Travel Supplier.

"Default" means a material failure or inability to provide contracted services due to Financial Insolvency.

**"Domestic Partner"** means a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

"Economy Fare" means the lowest published rate for a round trip economy ticket.

"Effective Date" means 12:01 A.M. local time, at Your location, the day after the required premium for such coverage is received by the Company or its authorized representative.

**"Exotic Vehicles"** includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, MG, Morgan, Pantera, Panther, Pininfarina, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR and Yugo.

"Extreme Sports" means an athletic pursuit that involves a high degree of danger or risk other than what is listed on www.worldnomads.com.

**"Family Member"** means Your or a Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, Business Partner or Domestic Partner.

**"Financial Insolvency"** means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, Cruise line, or airline provided the Financial Insolvency occurs more than fifteen (15) days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom You purchased travel arrangements supplied by others.

"Hazard" means:

- a) Any delay of a Common Carrier (including Inclement Weather).
- Any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved.
- c) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.
- A closed roadway causing cessation of travel to the destination of the Trip (substantiated by the department of transportation, state police, etc.)

"Hospital" means a facility that:

- a) holds a valid license if it is required by the law;
- b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- c) has a staff of one or more Physicians available at all times;
- provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

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

"Insured" means the person who enrolled for coverage and whose premium was paid under the Policy.

"Land/Sea Arrangements" means pre-paid land and/or sea arrangements made by the Travel Supplier.

"Loss" means Bodily Injury or damage sustained by You, while coverage is in effect, in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

"Maximum Benefit" means the largest total amount that the Company will pay under any one benefit for You, as shown on the Confirmation of Coverage.

"Medically Necessary" means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**"Other Insurance"** means any one of the following types of policies or plans that provides benefits for Hospital confinement, medical expenses for you at the time of Loss on Your Effective Date of coverage, and such policy or plan requires You to pay any applicable Deductible and/or portion of coinsurance: individual, group or blanket insurance plans; HMO's, PPO's, POS's, EPO's, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

"Participating Organization" means a travel agency, tour operator, cruise line, airline or other organization that applies for coverage under the Policy and remits the required premium to the Company.

"Physician" means a licensed practitioner of medical, surgical or dental services, or a Christian Science Practitioner, acting within the scope of his/ her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

"Policy" means the Group Master Policy including the application and any endorsements, riders or amendments that will attach during the period of coverage.

"Pre-Existing Condition" means an illness, disease, or other condition during the ninety (90) day period immediately prior to the Effective Date for which You, a Traveling Companion, a Family Member booked to travel with You: 1) exhibited symptoms that would have caused one to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine.

Item (3) of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the ninety (90) day period before the Effective Date.

**"Quarantine"** means Your strict isolation imposed by a Government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

"Reasonable and Customary Charges" means charges commonly used by Physicians in the locality in which care is furnished.

"Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.

"Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

"Sickness" means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body that begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by this Certificate unless it suddenly worsens or becomes acute after the Effective Date.

"Sound Natural Teeth" means teeth that are whole or properly restored and are without impairment, periodontal or other conditions and are not in need of the treatment provided for any reason other than an Accidental Injury. For purposes of this Certificate, teeth previously restored with a crown, inlay, onlay, or porcelain restoration or treated by endodontics, except amalgam or composite resin fillings, are not considered Sound Natural Teeth.

"Strike" means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier. **"Terrorist Attack"** means an act of violence, other than civil commotion, insurrection or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to property, by any person acting on behalf of, or in connection with, any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

"Traveling Companion" means a person who has coordinated travel arrangements or vacation plans with You, intends to travel with You during the Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**"Travel Arrangements"** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip.

**"Travel Supplier"** means tour operator, Participating Organization, Cruise line, airline, hotel, travel agency, etc. who has made the land, air and/or sea arrangements.

"Trip" means any class of scheduled trips, tours or cruises for which You request coverage and remit the required plan payment.

**"Unforeseen"** means not anticipated or expected and occurring after the Effective Date of Your coverage.

**"Uninhabitable"** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the building is without electricity or water and/or is not suitable for human occupancy in accordance with local authority guidelines.

"You or Your" refers to the Insured.

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

**LEGAL ACTIONS** – No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss.

**CONTROLLING LAW** – Any part of this Certificate that conflicts with the state law where the Certificate is issued is changed to meet the minimum requirements of that law.

**GOVERNING JURISDICTION** – The insurance regulatory agency and courts of the jurisdiction in which You reside or the group is located shall have jurisdiction over the individual or group insurance coverage as if such coverage or plan were issued directly to You.

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

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

**ASSIGNMENT** – This Certificate is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

#### WHEN YOUR COVERAGE BEGINS - Provided:

(a) coverage has been elected; and

(b) the required premium has been paid.

All coverage (except Trip Cancellation) will begin at 12:01A.M. local time at Your location on the Scheduled Departure Date; or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date.

Trip Cancellation coverage will begin on Your Effective Date.

WHEN YOUR COVERAGE ENDS – Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date You return to Your origination point if prior to the Scheduled Return Date;
- c) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) the time the Policy terminates;
- e) the date Your Trip is cancelled;
- f) when You are less than one hundred (100) miles from Your primary residence;
- g) three hundred sixty-five (365) days after the Effective Date.

**EXTENDED COVERAGE** – Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

(a) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days in reaching the final destination, coverage will be extended for the period of time needed to arrive at the final destination.

(b) If You are unavoidably delayed up to five (5) days in traveling on the Scheduled Return Date due to a reason covered under this Certificate, coverage will be extended for the period of time needed to arrive at the point of origin or to a different final destination.

(c) If: (a) Your entire Trip is covered by the Certificate; and (b) Your return is delayed by an event specified under Trip Cancellation and Interruption or Trip Delay. This extension of coverage will end on the earlier of: (a) the date You reach Your return destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**EXCESS INSURANCE LIMITATION** – The insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss 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, and applicable Deductible.

## The following provisions apply to all benefits except Baggage/Personal Effects and Baggage Delay:

**PAYMENT OF CLAIMS** – The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all benefits provided by this Certificate may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

**NOTICE OF CLAIM** – Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**PROOF OF LOSS** – The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**PHYSICAL EXAMINATION AND AUTOPSY** – The Company, or its designated representative, at its own expense, have the right to have You examined as often as reasonable necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**TIME OF PAYMENT OF CLAIMS** – Benefits payable under this Certificate for any Loss other than Loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

**NOTICE OF LOSS** – If Your property covered under this Certificate is lost, stolen or damaged, You must:

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

**PROOF OF LOSS** – You must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under this Certificate.

**SETTLEMENT OF LOSS** – Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will 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 two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally 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.

#### COVERAGES

#### TRIP CANCELLATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are prevented from taking Your Trip for any of the following reasons that are Unforeseen and takes place after the Effective Date:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date;

Sickness, Accidental Injury or death of a Family Member or Traveling Companion, booked to travel with You, that results in medically imposed restrictions as certified by a Physician preventing that person's participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure;

A Terrorist Attack (or Attacks) occurs in Your departure city or in a city that is still a scheduled destination for Your Trip, provided: the Terrorist Attack (or Attacks) occurs within thirty (30) days of the scheduled departure date for Your Trip or during Your Trip;

Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours;

Weather that causes complete cessation of services for at least twenty-four (24) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable;

You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;

You or a Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or a Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full time employees;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

Your or a Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy proceedings. You or a Traveling Companion must be an active employee of the company and must be directly involved in said event;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment.

#### The Company will reimburse You for the following:

a) pre-paid non-refundable cancellation charges imposed by the Travel Suppliers provided the premium paid is received by the Company (or its authorized representative).

In no event shall the amount reimbursed exceed the amount You prepaid for the Trip.

Coverage does not include Default of a Participating Organization or other organization that results in loss of services.

**SPECIAL CONDITIONS:** You must advise the Participating Organization and the Company or its authorized representative within seventy-two (72) hours in the event of a claim. If the claim is not reported within seventytwo (72) hours, it should be reported as soon as possible. All other delays of reporting beyond seventy-two (72) hours will result in reduced benefit payments. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonably possible.

**SINGLE OCCUPANCY COVERAGE:** The Company will reimburse You for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has Your Trip delayed, canceled, or interrupted for a covered reason and You do not cancel. This benefit is subject to the same Maximum Benefit shown on the Confirmation of Coverage.

#### TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You join Your Trip after departure or are unable to continue on the covered Trip due to any of the following reasons that are Unforeseen:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Return Date;

Sickness, Accidental Injury or death of a Family Member or Traveling Companion; booked to travel with You that results in medically imposed restrictions as certified by a Physician preventing that person's continued participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault during the Trip; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence during the Trip;

A Terrorist Attack (or Attacks) occurs in Your departure city or in a city that is still a scheduled destination for Your Trip, provided: the Terrorist Attack (or Attacks) occurs within thirty (30) days of the scheduled departure date for Your Trip or during Your Trip;

Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours;

Weather that causes complete cessation of services for at least twenty-four (24) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs during Your Trip and more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable;

You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;

You or a Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or the Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full-time employees;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

Your or a Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy proceedings. You or a Traveling Companion must be an active employee of the company and must be directly involved in said event;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment.

#### The Company will reimburse You for the following:

- a) pre-paid unused, non-refundable land or sea expenses to the Travel Suppliers;
- b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

The Company will pay for reasonable additional accommodation and transportation expenses incurred by You (up to \$250 a day) if a Traveling Companion must remain Hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but do not require Hospitalization.

In no event shall the amount reimbursed exceed the amount You prepaid for the Trip.

Coverage does not include Default of a Participating Organization or other organization that results in loss of services.

**SPECIAL CONDITIONS:** You must advise the Participating Organization and the Company or its authorized representative no later than seven (7) days in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonable possible.

#### **TRIP DELAY**

The Company will reimburse You for Covered Expenses on a one-time basis, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are delayed, while coverage is in effect, en route to or from the Trip for six (6) or more hours due to a defined Hazard.

Covered Expenses:

- (a) Any prepaid, unused, non-refundable land and water accommodations; or
- (b) Any Additional Expenses incurred.

You must provide the following documentation when presenting a claim for these benefits:

a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the Loss, including but not limited to, scheduled departure and return times and actual departure and return times.

#### ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within three hundred sixty-five (365) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured will be the proportional share of this amount.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

#### **TABLE OF LOSSES**

#### LOSS OF:

PERCENTAGE OF PRINCIPAL SUM:

Loss of Life	
Loss of both hands	100%
Loss of both feet	100%
Loss of both eyes	100%
Loss of one hand and one foot	
Loss of one hand and one eye	100%
Loss of one foot and one eye	100%
Loss of one hand	50%
Loss of one foot	50%
Loss of Sight of one eye	50%
Loss of Speech and hearing in both ears	
Loss of Speech	50%
Loss of hearing in both ears	
Loss of Thumb and index finger of same hand	

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints;

- 2. eye means an entire and irrecoverable Loss of sight.
- 3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

#### **EXPOSURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

#### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty-five (365) days after Your disappearance due to an Accident.

#### EMERGENCY ACCIDENT MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage if You incur Covered Medical Expenses for Emergency Treatment of an Accidental Injury that occurs during the Trip.

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the Reasonable and Customary Charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will pay benefits up to the Maximum Benefit shown on the Confirmation of Coverage for dental Emergency Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Emergency Treatment must occur during the Trip.

The Company will advance payment to a Hospital, up to the Maximum Benefit shown on the Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Accidental Injury.

If You are Hospitalized due to an Accidental Injury that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

#### EMERGENCY SICKNESS MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage if You incur Covered Medical Expenses as a result of Emergency Treatment of a Sickness that first manifests itself during the Trip.

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;

- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the Reasonable and Customary Charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will advance payment to a Hospital, up to the Maximum Benefit shown on the Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Sickness.

If You are Hospitalized due to a Sickness that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

#### **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Expenses incurred, up to the Maximum Benefit shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

Emergency Evacuation means:

- Your medical condition warrants immediate Transportation from the hospital where You are first taken when injured or sick to the Hospital of Your choice where appropriate medical treatment can be obtained;
- after being treated at a local Hospital, Your medical condition warrants Transportation to the United States where You reside, to obtain further medical treatment or to recover; or
- c) both (a) and (b), above.

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

- a) recommended by the attending Physician;
- b) required by the standard regulations of the conveyance transporting You; and
- c) authorized in advance by the Company or its authorized representative.

**Transportation of Dependent Children:** If You are in the Hospital for more than seven (7) days, the Company will return Your unattended Dependent Children accompanying You on the scheduled Trip, to their home, with an attendant if necessary.

**Transportation to Join You:** If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside provided that repatriation is not imminent.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

**Hospital of Choice:** You may choose a non-emergency medical evacuation to a Hospital in a city within the U.S. or Canada other than Your city of residence, but the maximum amount payable is limited to the cost of a medical evacuation to Your home city of residence.

#### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the Maximum Benefit shown on the Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation.

#### NON-MEDICAL EMERGENCY EVACUATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Covered Reason, as defined below.

Evacuation must occur within ten (10) days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by the assistance provider.

Covered Reasons: The Company will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation from the appropriate local authorities, or the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) a natural disaster;
- 2) civil, military or political unrest; or
- 3) You being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

These benefits will not duplicate any other benefits payable under this Certificate or any coverage(s) attached to this Certificate.

#### **BAGGAGE/PERSONAL EFFECTS**

#### PERSONAL EFFECTS AND PROPERTY

The Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage, if You sustain Loss, theft or damage to baggage and personal effects during the Trip, including, but not limited to sporting equipment, provided You have taken all reasonable measures to protect, save and/or recover the property at all times. The baggage and personal effects must be owned by and accompany You during the Trip. The police or other authority must be notified within twenty-four (24) hours in the event of theft.

This coverage is subject to any coverage provided by a Common Carrier.

There will be a per article limit shown on the Confirmation of Coverage.

There is a combined Maximum Benefit limit shown on the Confirmation of Coverage for the following: jewelry; watches; articles consisting in whole in part of the silver, gold or platinum; furs; articles trimmed with or made mostly of fur.

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects; or
- (b) the cost of repair or replacement in like kind and quality.

#### **EXTENSION OF COVERAGE**

If You have checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

#### BAGGAGE DELAY (Outward Journey Only)

The Company will reimburse You for the expense of necessary personal effects, up to the Maximum Benefit shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Trip, except for travel to final destination or place of residence.

You must be a ticketed passenger on a Common Carrier.

Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

#### **COLLISION DAMAGE WAIVER**

If You rent a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Company will reimburse the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car; or
- (c) The Maximum Benefit shown on the Confirmation of Coverage.

Coverage is provided to You, provided You and Your Traveling Companion are licensed drivers, and are listed on the rental agreement.

The following duties in the event of Loss apply to Collision Damage Waiver:

- 1. You must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- You must report the Loss to the appropriate local authorities and the rental company as soon as possible;
- You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
- 4. You must provide the Company all documentation such as rental agreement, police report and damage estimate.

#### LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation, Repatriation of Remains and Collision Damage Waiver:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
- suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless results in the death of a non-traveling Family Member;
- war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 4. participation in any military maneuver or training exercise;
- piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6. mental or emotional disorders, unless Hospitalized;
- 7. participation as a professional in athletics;
- being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;
- 9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
- 10. Extreme Sports;
- 11. dental treatment except as a result of an injury to Sound Natural Teeth within twelve (12) months of the injury;
- 12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- pregnancy and childbirth (except for complications of pregnancy), except if Hospitalized;

- 14. traveling for the purpose of securing medical treatment;
- directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 16. care or treatment that is payable under any Other Insurance policy;
- 17. care or treatment that is not Medically Necessary;
- care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- 19. Accidental Injury or Sickness when traveling against the advice of a Physician.

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

The Company will not provide benefits for any Loss or damage to:

- 1. animals;
- 2. automobiles and automobile equipment;
- 3. boats or other vehicles or conveyances;
- 4. trailers;
- 5. motors;
- 6. motorcycles;
- 7. aircraft;
- 8. bicycles (except when checked as baggage with a Common Carrier);
- 9. household effects and furnishing;
- 10. antiques and collector's items;
- 11. eye glasses, sunglasses or contact lenses;
- 12. artificial teeth and dental bridges;
- 13. hearing aids;
- 14. artificial limbs and other prosthetic devices;
- 15. prescribed medications;
- 16. keys, cash, stamps and securities;
- 17. tickets;
- 18. credit cards;
- professional or occupational equipment or property, whether or not electronic business equipment;
- 20. sporting equipment if loss or damage results from the use thereof;
- 21. musical instruments;
- 22. retainers and orthodontic devices.
- Any Loss caused by or resulting from the following is excluded:
- 1. breakage of brittle or fragile articles;
- 2. wear and tear or gradual deterioration;
- 3. insects or vermin;
- 4. inherent vice or damage while the article is actually being worked upon or processed;
- 5. confiscation or expropriation by order of any government;
- 6. war or any act of war whether declared or not;
- 7. theft or pilferage while left unattended in any vehicle;
- 8. mysterious disappearance;
- 9. property illegally acquired, kept, stored or transported;
- 10. insurrection or rebellion;
- 11. imprudent action or omission;
- property shipped as freight or shipped prior to the Scheduled Departure Date.

#### The following exclusions apply to Collision Damage Waiver:

- 1. Any obligation You assume under any agreement (except insurance collision Deductible);
- 2. Rentals of trucks, campers, trailers, off-road or four-wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
- 3. Any Loss that occurs if You are in violation of the rental agreement;
- Failure to report the Loss to the proper local authorities and the rental car company;
- 5. Damage to any other vehicle, structure or person as a result of a covered Loss.

#### The following exclusions apply to Non-Medical Emergency Evacuation:

The Company does not cover:

- Loss or expense recoverable under any Other Insurance or through an employer;
- 2) Loss or expense arising from or attributable to:
  - (a) fraudulent or criminal acts committed or attempted by You;
  - (b) alleged violation of the laws of the country You are visiting, unless the Company determines such allegations to be fraudulent, or
  - (c) failure to maintain required documents or visas;
- 3) Loss or expense arising from or attributable to:
  - (a) debt, insolvency, business or commercial failure;
  - (b) the repossession of any property; or
  - (c) Your non-compliance with a contract, license or permit;
- Loss or expense arising from or due to liability assumed by You under any contract.

#### **COORDINATION OF BENEFITS**

#### Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when You have health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan.

The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

#### Definitions

**Plan** is a form of written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policyholder pays the premium.

"Plan" does not include individual or family:

- (a) insurance contracts;
- (b) direct payment subscriber contracts;
- (c) coverage through HMO's; or

(d) coverage under other prepayment, group practice and individual practice Plans.

This Plan is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

**Primary Plan** is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules that differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

Secondary Plan is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan that, under the rules of this contract, has its benefits determined before those of that Secondary Plan.

Allowable Expense is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private Hospital room and a semiprivate Hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private Hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

Claim is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of:

- (a) services (including supplies);
- (b) payment for all or a portion of the expenses incurred; or
- (c) a combination of (a) and (b).

**Claim Determination Period** is the period of time that must not be less than twelve (12) consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine:

- (a) whether other insurance exists; and
- (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective Date of coverage and ending twelve (12) consecutive months following the date of Loss or longer as may be determined by the Proof of Loss provision.

#### Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

#### Rules

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan that covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within twenty-four (24) hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity that pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

#### Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid that were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

#### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

#### Facility of Payment

Apayment made under another Plan may include an amount that should have been paid under This Plan. If it does, the Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

#### **Right of Recovery**

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

#### Non-complying Plans

This Plan may coordinate its benefits with a Plan that is excess or always secondary or that uses or der of benefit determination rules that are inconsistent with those of This Plan (non-complying Plan) on the following basis:

a. If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;

- b. if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- c. if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within thirty (30) days after it is requested to do so, the Company will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

#### Maine

Under the section entitled **GENERAL DEFINITIONS**, the definitions of **Accidental Injury** and **Actual Cash Value** are deleted in its entirety and replaced with the following:

**Accidental Injury** means Bodily Injury caused by an Accident being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

Actual Cash Value means the lesser of the replacement cost at the time of loss, less the value of physical depreciation. Physical depreciation is a value determined by standard business practice.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD** – Your coverage shall be cancelled or denied if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing. You must fully cooperate in the event the **Company** determines that an investigation of any claim is warranted.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is deleted in its entirety and replaced with the following:

**WHEN YOUR COVERAGE ENDS -** Your coverage will end at 12:01 A.M. local time on the date that is the earliest of the following:

(a) the day after the Scheduled Return Date as stated on the travel tickets;

(b) the day after the date You return to Your origination point if prior to the Scheduled Return Date;

(c) the day after the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);

(d) the day after the time the Policy terminates;

(e) the day after the date Your Trip is cancelled.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either **You** or the **Company** can make a written request for an appraisal. After the request, **You** and the **Company** will 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 umpire. Any figure agreed to by two (2) of the three (3) (the appraisers and the umpire) will be non-binding. The appraiser selected by **You** will be paid by **You**. The **Company** will pay the appraiser they choose. **You** will share equally with the **Company** the cost for the umpire and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

**TIME OF PAYMENT OF CLAIMS -** Benefits payable under this Certificate for any Loss other than Loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the **Company** of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5% per month from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. **You** or **Your** assignee shall be notified by the **Company** or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

The following is added to **ACCIDENTAL DEATH AND DISMEMBERMENT**:

Notwithstanding any provisions to the contrary, accidental death and double dismemberment amounts payable under this Certificate shall be at least \$2,000; single dismemberment amounts payable under this Certificate shall be at least \$1,000.

# The following is added to **EMERGENCY ACCIDENT MEDICAL EXPENSE** and **EMERGENCY SICKNESS MEDICAL EXPENSE**:

Notwithstanding any provisions to the contrary, the daily benefit for **Hospital** confinement payable under this Certificate shall not be less that \$50 per day and not less than 31 days during any one period of confinement for each person insured under this Certificate and will be paid regardless of other coverage.

#### **Non-Insurance Services**

One Call 24-Hour Assistance Services

Global Xpi Medical Records Service



## One Call

#### **Worldwide Travel Services Network**

**Medical Assistance** - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

Medical Consultation and Monitoring - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

**Medical Evacuation** - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

**Emergency Medical Payments** - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

Prescription Assistance - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

**Repatriation of Remains** - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

**24 Hour Legal Assistance** - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

**Nurse Helpline -** Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

#### CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

Within U.S.A. & Canada Outside U.S.A. & Canada 1-855-878-9588 1-603-328-1329

**YOUR PLAN NUMBER: N300E** 

#### **One Call Concierge Services**

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

### **One Call Business Services**

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/ overnight delivery sites, internet cafes, print/copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

#### **One Call Travel Solutions**

#### 24-Hour Worldwide Travel Services

Message Services - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

Language Interpretation Services - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

**Emergency Cash Transfer** - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

**Pre-Trip Travel Services** - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

**Travel Document and Ticket Replacement** - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

#### ACCESS YOUR MEDICAL RECORDS ONLINE

With **Global Xpi**, you can relax knowing your important medical records are available to you or any Physician chosen by you, at anytime, anywhere in the world, wherever internet access is available.

Register at www.globalxpi.com or call, toll free:

1-800-379-9887 Use Program Code N300E

These Services are Provided by: Global Xpi, a Trip Mate brand.

The 24-Hour Assistance Services are provided by One Call Worldwide Travel Services Network. While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.



Rev. 5/2017

FACTS	WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number, government issued identification, and contact information</li> <li>Policy, account, and contract information and contact information</li> <li>Credit reports and other consumer reports</li> </ul>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Can you Does Reasons we can share your Nationwide limit this personal information share? sharing? For our everyday business purposessuch as to process your transactions, maintain your account(s), respond to court Yes No orders and legal investigations, or report to credit bureaus For our marketing purposes— to offer our products and services to you Yes No For joint marketing with other financial Yes No companies For our affiliates' everyday business purposes- information about your Yes No transactions and experiences For our affiliates' everyday business purposes— information about your Yes Yes creditworthiness For our affiliates to market to you Yes Yes For our nonaffiliates to market to you Yes Yes

To limit our sharing	<ul> <li>Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices</li> <li>If you have previously opted out, your preference remains on file and you do not need to opt out again.</li> <li>Please have your account or policy number handy when you call.</li> <li>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</li> </ul>
Questions?	1-844-207-1930
Who we are	
Who is providing this notice?	Nationwide Life Insurance Company

What we do	
How does Nationwide Protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
How does Nationwide collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Apply for insurance</li> <li>Make a payment or file a claim</li> <li>Conduct business with us</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
Why can't l limit all sharing?	<ul> <li>Federal and state law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes information about your creditworthiness;</li> <li>Affiliates from using your information to market to you; and</li> <li>Sharing for nonaffiliates to market to you.</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more information.</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit nationwide.com for a list of affiliated companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important i	nformation
California Residents with affiliated or nona you do not need to op	: We currently do not share information we collect about you ffiliated companies for their marketing purposes. Therefore, t out.
list. Send an email w may request a copy of contact Bureau of Co 555 E. Washington	You may request to be placed on our internal Do Not Call with your phone number to privacy@nationwide.com. You of our telemarketing practices. For more on this Nevada law, nsumer Protection, Office of the Nevada Attorney General, St., Suite 3900, Las Vegas, NV 89101; Phone number: il: BCPINFO@ag.state.nv.us.
information for marke	For Vermont customers only. We will not share your personal ting purposes with the Nationwide family of companies or our authorization, except as permitted by law.
Residents: The Term transaction. We will no your consent. We may authorities, law enforce	ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA "Information" means information we collect during an insurance t use your medical information for marketing purposes without y share information with others, including insurance regulatory ement, consumer reporting agencies, and insurance-support your prior authorization as permitted or required by law. from a report prepared by an insurance-support organization

#### Accessing your information

You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at Nationwide.com or by calling your agent. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.

may be retained by that insurance-support organization and disclosed to others.

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Trip Mate, Inc.	
Attn: Privacy Officer	
9225 Ward Parkway, Suite 200	
Kansas City, MO 64114	



#### NATIONWIDE® HIPAA NOTICE OF PRIVACY PRACTICES

#### THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices (the "Notice") applies to Nationwide<sup>1</sup> and describes the legal obligations of Nationwide, and your legal rights regarding your protected health information held by Nationwide under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Among other things, this Notice describes how your Protected Health Information ("PHI" as that term is defined below) may be used or disclosed to carry out treatment, payment, or healthcare operations, or for any other purposes that are permitted or required by law.

Nationwide is required by HIPAA and certain state laws to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to your PHI. We are required to abide by the terms of this Notice so long as it remains in effect. Nationwide reserves the right to change the terms of this Notice and to make the new Notice effective for all PHI maintained by us, as allowed or required by law. If we make any material change to this Notice, we will provide you with a copy of the revised Notice by mail to your last-known address on file.

**Protected Health Information (PHI)** includes individually identifiable health information that is created or received by Nationwide and that relates to: (1) your past, present, or future physical or mental health or condition, (2) the provision of health care to you, or (3) the past, present, or future payment for the provision of health care to you. PHI includes information of persons living or deceased.

#### USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Your Authorization. Certain uses and disclosures of PHI require your authorization. For example, most uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI require a written authorization. Except as outlined below, we will not use or disclose your PHI without your written authorization. If you have given us an authorization, you may revoke it in writing at any time, unless we have already acted on the authorization. Once we receive your written revocation, it will only be effective for future uses and disclosures.

**Disclosures for Treatment, Payment or Health Care Operations.** We may use or disclose your PHI as permitted by law for your treatment, payment, or health care operations. For instance, for your treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For health care operations, we may use and disclose your PHI for our health care operations, which include responding to customer inquiries regarding benefits and claims.

Family and Friends Involved In Your Care. With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care.

If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

**Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide your PHI to one or more of these outside persons or organizations. For example, we may disclose your PHI to a business associate to administer claims or to provide support services. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

**Plan Administration.** We may release your PHI to your plan sponsor for administrative purposes, provided we have received certification that the information will be maintained in a confidential manner and not used in any other manner not permitted by law.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make.

#### OTHER PRIVACY LAWS AND REGULATIONS

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact as explained in the "Contact Information" section, below.

#### **RIGHTS THAT YOU HAVE**

Access to Your PHI. You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

Amendments to Your PHI. You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact at the address provided in the "Contact Information" section.

Accounting for Disclosures of Your PHI. You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Restrictions on Use and Disclosure of Your PHI.** You have the right to request restrictions on some of our uses and disclosures of your PHI. We will consider, but are not required to agree to, your restriction request. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Request for Confidential Communications.** You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Right to be Notified of a Breach.** You have the right to be notified in the event we discover a breach of your unsecured PHI.

**Other Health-Related Products or Services.** We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

<sup>1</sup> Nationwide Life Insurance Company®, National Casualty Company and the area within Nationwide Mutual Insurance Company® that performs healthcare functions.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice, even if you have requested such copy by e-mail or other electronic means.

**Complaints.** If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

#### CONTACT INFORMATION

If you have any questions about this Notice, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling 1-844-207-1930 or mail your request to:

Trip Mate, Inc. Attn: Privacy Officer 9225 Ward Parkway, Suite 200 Kansas City, MO 64114

#### **EFFECTIVE DATE**

This Notice is effective 9/15/2015

Nationwide, the Nationwide framework, and On Your Side are federally registered service marks of Nationwide Mutual Insurance Company.

NH-0524-J-09152015

# State Disclosures

## **Disclosure Notice:**

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

#### What A Travel Retailer May Do:

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

- 1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
- 2. Referring specific coverage/feature/benefit questions to us;
- 3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
- 4. Collecting premiums on our behalf;
- 5. Receiving/recording information to share with us;

#### What A Travel Retailer May Not Do:

The Travel Retailer's employees:

- 1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
- 2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

#### Definitions

**"Travel Insurance"** means coverage for personal risks incidental to planned travel, including one or more of the following:

Interruption or cancellation of a trip or event;

- Loss of baggage or personal effects;
- Damage to accommodations or rental vehicles; or
- Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

"We, Us or Our" means Trip Mate, Inc.

#### DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]

- 1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
- 2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
  - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
  - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

#### DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

#### DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.