

## State and Privacy Notice:

This document is only applicable to residents of New York. If you are from any other state call Travel Guard at 1.800.826.1300 to obtain your state-specific Policy. To view and print a copy of our privacy notice, please visit: [www.travelguard.com/default/privacynotice.aspx](http://www.travelguard.com/default/privacynotice.aspx)

## Description of Coverage

### PROTECT ASSIST

Product Code: 406700 P1 10/09

### Schedule of Coverages and Services

#### Maximum Benefit Per Person

##### Part A. Travel Arrangement Protection

Trip Cancellation.....	Trip Cost up to a maximum of \$100,000
Trip Interruption .....	up to 150% of Trip Cost up to a maximum of \$150,000
Trip Interruption-Return Air Only.....	\$750
Missed Connection.....	\$250
Trip Delay .....	(maximum of \$150 per day) \$750

##### Part B. Medical Protection

Accident Sickness Medical Expense.....	\$25,000
Emergency Evacuation	
& Repatriation of Remains.....	\$500,000
Escort Maximum .....	\$10,000

##### Part C. Baggage Protection

Baggage & Personal Effects .....	\$1,000
Per article limit.....	\$500
Combined maximum limit.....	\$500
Baggage Delay .....	\$300

##### Part D. Travel Accident Protection

Accidental Death and Dismemberment .....	\$10,000
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**Part E. Optional Coverages** (included if elected and appropriate costs have been paid)

<b>Flight Guard®</b> .....	Amount Selected Up to a Maximum of \$500,000
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<b>Collision Damage Waiver</b> .....	\$35,000 \$250 deductible
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### Medical Coverage Upgrade:

Accident Sickness Medical Expense.....	additional \$25,000
Emergency Evacuation	
& Repatriation of Remains.....	Additional \$500,000

#### Extra Coverage

**(when the coverage is purchased within 15 days of Initial Trip deposit)**

- Pre-Existing Condition Exclusion Waiver if the Insured purchases this coverage and they are not disabled from travel at the time the Insured pays the cost.
- Trip Cancellation/Interruption due to Bankruptcy and/or Default coverage

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

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

#### 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.

#### READ THIS DOCUMENT CAREFULLY!

Insurance coverage Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania Insurance Company, NAIC No. 19445, a member of the AIG Companies, with their principal place of business at 175 Water Street, 15th Floor, New York, NY 10038 and currently authorized to transact business in all states and the District of Columbia.

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

#### EXCESS INSURANCE PROVISION

The coverage provided under Part A and C are secondary to any coverage and all other valid and collectible Insurance or indemnity and shall apply only when such other benefits are exhausted.

#### Part A - TRAVEL PROTECTION TRIP CANCELLATION/TRIP INTERRUPTION

The Insurer will pay a benefit, up to the maximum shown on the Schedule of Coverages and Services, if the Insured is prevented from or unable to continue taking his/her Trip due to the following Unforeseen events:

- (a) Sickness, Accidental Injury or death of the Insured, Traveling Companion, Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip.

- (b) The Insured and/or Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, or having his/her principal place of residence made uninhabitable by fire, flood, or other Natural Disaster.
- (c) The death or hospitalization of the Insured's Host at Destination.
- (d) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within a 1-mile radius of the territorial limits of the city listed on the Insured's itinerary. The Terrorist Attack must occur after the Effective Date of the Insured's Trip Cancellation coverage.
- (e) The Insured or Traveling Companion being called into active military service by having his/her leave revoked. Coverage does not apply if leave is revoked within 7 days of departure.
- (f) Strike that causes complete cessation of travel services. A Strike is foreseeable on the date labor union members vote to approve a Strike.
- (g) Weather which causes complete cessation of services.
- (h) Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than 14 days following the Insured's Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom the Insured purchased their Land/Sea Arrangements. This coverage applies only if this plan was purchased within 15 calendar days of initial Trip payment.
- (i) An Insured is terminated, or laid off from employment subject to one year of continuous employment at the place of employment where terminated.
- (j) Natural Disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable.
- (k) A cancellation of the Insured's Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose 50% or more of the Trip duration due to the reasons covered under the Trip Delay Benefit.
- (l) Hurricane warning causing cancellation of travel. Claims are not payable if a hurricane is foreseeable prior to an Insured's Effective Date. A hurricane is foreseeable on the date it becomes a named storm. The Insurer will not pay any benefits 30 calendar days after the incident occurs.

**Trip Cancellation:** The Insurer will reimburse the Insured for the following:

- (a) non-refundable cancellation charges imposed by the Travel Suppliers;
- (b) airfare cancellation charges for flights commencing within one day of the Land/Sea Arrangements.

**Trip Interruption:**

- (a) unused, non-refundable travel arrangements prepaid to the Travel Suppliers;
- (b) additional transportation expenses incurred by the Insured.

**Trip Interruption - Return Air Only:** up to the maximum shown in the Schedule of Coverage and Services for the airfare paid, less the value of applied credit from an unused return travel ticket to reach the original destination if the Insured is delayed and leaves after the Scheduled Departure Date.

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Schedule of Coverage and Services.

### **SINGLE OCCUPANCY COVERAGE**

The Insurer will reimburse the Insured, up to the Trip Cancellation/Trip Interruption maximum shown on the Schedule of Coverage and Services, for the additional cost incurred during the Covered 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 the Insured has his/her Trip delayed, canceled, or interrupted for an unforeseen event and the Insured does not cancel.

### **MISSED CONNECTION**

This benefit covers missed Covered Trip departures which result from cancellation or delay (for three or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Schedule of Coverage and Services are provided to cover additional transportation expenses needed for the Insured(s) to join the departed Trip, reasonable accommodation and meal expenses and non-refundable Trip payments for the unused portion of your Trip. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Trip due to Inclement Weather.

### **TRIP DELAY**

The Insurer will reimburse the Insured for Covered Expenses on a one-time basis, up to the maximum shown in the Schedule of Coverages and Services, if the Insured is delayed en route to or from the Covered Trip for five (5) or more hours due to the unforeseen events listed under Trip Cancellation and Trip Interruption or a defined Hazard:

Covered Expenses include:

- (a) any reasonable Additional Expenses incurred.

### **Part B – MEDICAL PROTECTION ACCIDENT AND SICKNESS MEDICAL EXPENSE**

The Insurer will pay benefits up to the maximum shown on the Schedule of Coverage and Services subject to any deductible, if an Insured incurs Covered Medical Expenses as a result of an Accidental Injury which occurs on or a Sickness which first manifests itself during the Covered Trip. The Insured must receive initial treatment while on the Trip. All services, supplies or treatment must be received within 52 weeks following the date of the Accidental Injury or the onset of the Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include but are not 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, prosthetics, and therapeutic services and supplies;
- (f) emergency dental treatment for the relief of pain.

The Insurer will not pay benefits in excess of the Reasonable and Customary Charges. **Reasonable and Customary Charges** means charges commonly used by Physicians in the locality in which care is furnished. The Insurer will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

The Insurer will advance payment to a Hospital, up to the maximum shown on the Schedule of Coverage and Services, if needed to secure the Insured's admission to a Hospital because of Sickness or Accidental Injury.

### **EMERGENCY EVACUATION**

The Insurer will pay benefits for Covered Expenses incurred, up to the maximum shown on the Schedule of Coverage and Services, if an Accidental Injury or Sickness commencing during the course of the Covered Trip results in the necessary Emergency Evacuation of the Insured. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of the Insured's Accidental Injury or Sickness warrants the Emergency Evacuation of the Insured.

Emergency Evacuation means:

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

The Insurer will pay up to \$10,000 for reasonable and customary charges for escort expenses required by the Insured, if the Insured is disabled during a Trip and an escort is recommended, in writing, by a Physician.

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

Expenses for transportation must be:

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

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.

### **REPATRIATION OF REMAINS**

The Insurer will pay reasonable and customary expenses incurred to return the Insured's body to their primary residence if he/she dies during the covered Trip. This will not exceed the maximum shown on the Schedule of Coverages and Services.

Reasonable and customary expenses are limited to the cost of transportation of the body.

### **Part C – BAGGAGE PROTECTION BAGGAGE/PERSONAL EFFECTS**

The Insurer will reimburse the Insured up to the maximum shown on the Schedule of Coverages and Services subject to any deductible, for Loss, theft or damage to baggage and personal effects while on a Covered Trip provided the Insured has taken all reasonable measures to protect, save and/or recover the property at all times.

There will be a per article limit shown on the Schedule of Coverage and Services.

There will be a combined maximum limit shown on the Schedule of Coverage and Services for the following:

jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers, cameras and their accessories and related equipment.

The Insurer will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects, less depreciation as determined by the Insurer; or
- (b) the cost of repair or replacement.

### **EXTENSION OF COVERAGE**

If an Insured has checked his/her 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**

The Insurer will reimburse the Insured for the expense of necessary personal effects, up to the maximum shown in the Schedule of Coverages and Services, if the Insured's checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Covered Trip, except travel to final destination or place of residence.

The Insured must be a ticketed passenger of a Common Carrier.

## **Part D – TRAVEL ACCIDENT PROTECTION ACCIDENTAL DEATH AND DISMEMBERMENT**

If an Insured sustains an Accidental Injury while on the Covered Trip, which results in loss of life; actual severance of limb; or entire and irrecoverable loss of eyesight within 365 days of the date of the Accident, the Insurer will pay the largest applicable amount as follows; the full benefit is paid for loss of life, two hands and two feet, one hand and one foot, sight in both eyes, one hand, or one foot and sight in one eye. One-half of the benefit amount is paid for loss of one hand or one foot or sight on one eye. In no event will the Insurer pay more the maximum amount shown on the Schedule of Coverage and Services for all losses due to the same Accident.

“Loss” with regard to:

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

### **EXPOSURE**

The Insurer will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

### **DISAPPEARANCE**

The Insurer will pay benefits for loss of life if an Insured’s body cannot be located one year after the Insured’s disappearance due to an Accident during the Trip.

## **Part E – OPTIONAL COVERAGES FLIGHT GUARD®**

This benefit applies to Accidental Injury sustained by an Insured while riding as a passenger in or on, boarding or alighting from an aircraft operated under a license for the transportation of passengers for hire on a Covered Trip. If the Insured sustains an Accidental Injury which results in loss of life; actual severance of limb; or entire and irrecoverable loss of eyesight, within 365 days of the date of the Accident, the Insurer will pay the largest applicable amount as follows; the full benefit is paid for loss of life, two hands and two feet, one hand and one foot, sight in both eyes, one hand, or one foot and sight in one eye. One-half of the benefit amount is paid for loss of one hand or one foot or sight on one eye. In no event will the Insurer pay more the maximum amount shown on the Schedule of Coverages and Services for all losses due to the same Accident.

“Loss” with regard to:

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

### **EXPOSURE**

The Insurer will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

### **DISAPPEARANCE**

The Insurer will pay benefits for loss of life if an Insured’s body cannot be located one year after the Insured’s disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Trip in which he/she was a passenger.

## **COLLISION DAMAGE WAIVER**

If the Insured rents a car while on the Covered Trip, and the car is damaged due to collision, vandalism, windstorm, fire, hail, flood or any cause not within the Insured’s control while in their possession, the Insurer will pay 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, meaning purchase price less depreciation; or
- (c) The amount shown on the Schedule of Coverage and Services subject to any deductible.

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

## **LIMITATIONS AND EXCLUSIONS**

The following exclusions apply to Parts A, B, D and E.

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

1. Pre-Existing Conditions, as defined in the Definitions section; this Pre-Existing Conditions Exclusion will be waived: if this plan is purchased within 15 days of the initial Trip deposit;
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. participation in any military maneuver or training exercise;
5. 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;
8. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. commission or the attempt to commit a criminal act;
10. participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest;

11. dental treatment except as a result of an injury to sound, natural teeth within twelve (12) months of the Accidental Injury;
12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses, or contact lenses;
13. pregnancy and childbirth (except for Complications of pregnancy);
14. traveling for the purpose of securing medical treatment;
15. Injury or Sickness when traveling against the advice of a Physician;
16. a Loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the coverage is not in effect for an Insured;
17. riot or insurrection.

The following exclusions apply to Baggage/Personal Effects and Baggage Delay only in Part C:

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

1. animals;
2. automobiles and their equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. bicycles (except when checked as baggage with a Common Carrier);
8. eyeglasses, sunglasses, and contact lenses;
9. artificial teeth and dental bridges;
10. hearing aids;
11. prosthetic limbs;
12. keys, money, stamps, securities, and documents;
13. tickets;
14. credit cards.

Any Loss caused by or resulting from the following is excluded:

1. wear and tear, gradual deterioration;
2. insects or vermin;
3. inherent vice or damage while the article is actually being worked upon or processed;
4. confiscation or expropriation by order of any government;
5. radioactive contamination;
6. war or any act of war whether declared or not;
7. property shipped as freight or shipped prior to the Scheduled Departure Date.

The following exclusions apply to Collision Damage Waiver:

1. Any obligation the Insured assumes under any agreement (except insurance collision deductible).
2. Rentals of trucks, campers, trailers, off-road vehicles, motorcycles, recreational vehicles or Exotic Vehicles.
3. Any Loss which occurs if the Insured is in violation of the rental agreement.
4. Failure to report the Loss to the proper local authorities and the rental company.
5. Damage to any other vehicle, structure or person as a result of a covered Loss.

6. Glass damage.
7. Overhead damage.
8. Tire damage.

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

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

## DEFINITIONS

**"Accident"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured is traveling.

**"Accidental Injury"** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss.

**"Actual Cash Value"** means purchase price less depreciation.

**"Additional Expense"** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which 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 U.S.C. Subsection 101 et seq.

**"Bodily Injury"** means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of death or dismemberment of the Insured within twelve months from the date of the Accident.

**"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.

**"Common Carrier"** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**"Complications of Pregnancy"** means:

- (1) conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall 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; and

- (2) nonelective caesarean 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.

**"Covered Trip"** means any class of scheduled Trips, tours or Cruises shown in the Enrollment form for which the Insured requests coverage and remits the required premium.

**"Cruise"** means any prepaid sea arrangements made by the Participating Organization.

**"Default"** means a material failure or inability to provide contracted services due to financial insolvency.

**"Domestic Partner"** means a person who has registered as a domestic partner in a municipality that requires such registration or has provided Us with a signed and notarized Affidavit of Partnership in a municipality that does not require such registration. The Affidavit will attest to the following:

- (a) Each person is 18 years of age or older and is mentally competent to consent to contract,
- (b) Neither one is married to or legally separated from anyone else,
- (c) They are not related by blood in a manner that would bar marriage under the laws of the state of New York,
- (d) They have been living together on a continuous basis prior to the date of application, and
- (e) Neither one has been registered as a member of another domestic partnership within the last six months.

**"Economy Fare"** means the lowest published rate for a one-way economy ticket.

**"Effective Date"** means the date and time an Insured's coverage begins, as outlined in the General Provisions section.

**"Eligible Person"** means a person who is covered under a Class of Eligible Persons shown on the Enrollment form and who is scheduled to take a Covered Trip; elects coverage; and for whom any required cost is paid.

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

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

**"Hazard"** means:

- (a) Any delay of a Common Carrier (including Inclement Weather).
- (b) Any delay by a traffic Accident en route to a departure, in which the Insured or 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.

**"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;

- (d) provides 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 prearranged basis; and

- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

**"Host at Destination"** means a person with whom the Insured is sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

**"Hotel"** means an establishment that provided lodging for the general public and usually meals, entertainment and various personal services.

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

**"Insured"** means an Eligible Person (as defined in the Class of Eligible Persons on the Enrollment Form) while covered under the Policy.

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

**"Land/Sea Arrangements"** means land and/or sea arrangements made by the Participating Organization.

**"Loss"** means injury or damage sustained by the Insured in consequence of happening of one or more of the occurrences against which the Insurer has undertaken to indemnify the Insured.

**"Medically Necessary"** means that a treatment, service, or supply is:

- (1) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision, or order.

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

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

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

**"Pre-Existing Condition"** means any injury, sickness or condition of the Insured, Traveling Companion or Family Member booked to travel with the Insured for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Conditions are not considered pre-existing if the condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

**"Scheduled Departure Date"** means the date on which the Insured is originally scheduled to leave on the Trip.

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

**"Sickness"** means illness or disease which is diagnosed or treated by a Physician after the Effective Date of insurance and while the Insured is covered under the Policy.

**“Strike”** means a stoppage of work: (a) announced, organized and sanctioned by a labor union; and (b) which interferes with the normal departure and arrival of a Common Carrier. This includes work slowdowns and sick-outs.

**“Terrorist Attack”** means an incident deemed an act of terrorism by the U.S. government.

**“Travel Supplier”** means tour operator, cruise line, Hotel, etc., who has made the land and/or sea arrangements.

**“Traveling Companion”** means person(s) sharing travel arrangements with the Insured. Note, 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 prepaid Land/Sea Arrangements and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) day of the Land/Sea Arrangements. Maximum Trip duration is 30 days.

**“Unforeseen”** means not anticipated or expected and occurring after the Effective Date.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

**CONTESTING THIS COVERAGE.** The Insurer relies on statements made in the Enrollment Form. If there is no fraud, the statements:

- (a) are considered representations and not warranties; and
- (b) will not be used to void the coverage or reduce any claim.

**LEGAL ACTIONS.** No legal action for a claim can be brought against the Insurer until sixty (60) days after the Insurer receives proof of loss. No legal action for a claim can be brought against the Insurer more than two (2) years after the time required for giving proof of loss.

**MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be void if, whether before or after a Loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing.

**SUBROGATION.** To the extent the Insurer pays for a Loss suffered by an Insured, the Insurer will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. Subrogation is limited to situations in which the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable for expenses which the Insurer paid benefits. The Insured must help the Insurer to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Insurer may reasonably require. If the Insurer takes over an Insured’s rights, the Insured must sign an appropriate subrogation form supplied by the Insurer.

**ASSIGNMENT.** This coverage is not assignable, but benefits may be assigned.

**WHEN AN INSURED’S COVERAGE BEGINS.** All coverage (except Trip Cancellation) will take effect at 12:01 a.m. local time, at the location of the Insured, on the Scheduled Departure Date provided:

- (a) coverage has been elected; and
- (b) the required plan cost has been paid.

Trip Cancellation coverage will take effect at 12:01 a.m. local time at the location of the Insured, on the day after the required premium for such coverage is received by the Insurer or its authorized representative.

**WHEN AN INSURED’S COVERAGE ENDS.** An Insured’s coverage will end at 11:59 local time on the date which is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;
- (c) the date the Insured cancels their Covered Trip;
- (d) any Trip that exceeds 30 days.

**EXTENDED COVERAGE.** All coverage under the policy will be extended, if: (a) the Insured’s entire Trip is covered by the policy; and (b) the Insured’s return is delayed by Unforeseen events specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her return destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**PREMIUMS:** The Insurer provides insurance in return for premium payments. Premium payments must be remitted on behalf of the Insureds to the Insurer or its authorized representative.

### MODE OF PREMIUMS

**Insured:** The required cost must be paid to the Insurer or its authorized representative prior to the Scheduled Departure Date of the Covered Trip.

**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 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.

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

**NOTICE OF CLAIM.** Written notice of claim must be given to the Insurer or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include the Insured’s name and policy number. Notice should be sent to AIG Claims, PO Box 47, Stevens Point, WI 54481 (telephone 1.800.826.1300).

**PROOF OF LOSS.** The Claimant must send the Insurer, or its designated representative, proof of loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible.

**PAYMENT OF CLAIMS.** The Insurer, or its designated representative, will pay a claim after receipt of acceptable proof of loss.

Benefits for loss of life are payable to Insured’s beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries: a) spouse; b) child; c) parent; d) siblings; or e) estate.

All other benefits will be paid to the Insured. In the event the Insured is a minor, incompetent or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to the Insured’s legal guardian, committee, or other qualified representative.

Any payment made in good faith will discharge the Insurer’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 Insurer reimburse the Insured for an amount greater than the amount paid by the Insured.

With respect to Accident and Sickness Medical Expense, under New York law, certain mandated benefits may be provided as applicable under this type of plan.

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

**The following provisions apply to Baggage/Personal Effects, Baggage Delay and Collision Damage Waiver coverages:**

**NOTICE OF LOSS.** If the Insured's property covered under this Policy is lost, stolen or damaged, the Insured must:

- (a) notify the Insurer, 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.** The Insured must furnish the Insurer, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Insurer, or its designated representative within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims.

**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 Insurer and the Insurer 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. The Insured must present acceptable proof of loss and the value involved to the Insurer.

**VALUATION.** The Insurer will not pay more than the Actual Cash Value of the property at the time of Loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation as determined by the Insurer. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**DISAGREEMENT OVER SIZE OF LOSS.** If there is a disagreement about the amount of the Loss either the Insured or the Insurer can make a written demand for an appraisal. After the demand, the Insured and the Insurer 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 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Insurer will pay the appraiser it chooses. The Insured will share equally with the Insurer 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.

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**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

**Emergency Travel 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

**Concierge Services**

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

**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.

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**Travel Guard®**

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

USA..... **1.800.826.1300**

International..... **1.715.345.0505**

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

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