

# Description of Coverage

## Travel Guard Essential Basic

### Schedule of Coverages & Services

### Maximum Benefits Per Person

#### Part A – Travel Protection

Trip Cancellation .....	Total Trip Cost*
Trip Interruption .....	Total Trip Cost*
Trip Interruption--Return Air Only .....	\$1,000
Trip Delay .....	\$500 (\$100/day)

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

#### Part B – Medical Protection

Accident and Sickness Medical Expense .....	\$10,000 (\$50 deductible applies)
Emergency Evacuation and Repatriation of Remains .....	\$100,000
Escort Expense Limit .....	\$5,000

#### Part C – Baggage Protection

Baggage and Personal Effects .....	\$500 (\$50 deductible applies)
Baggage Delay .....	\$100

#### Part D – Optional Coverages (for which the appropriate cost has been paid)

Flight Guard .....	Amount selected (max. \$500,000)
Collision Damage Waiver .....	\$35,000 (\$250 deductible applies)
Optional Additional Medical Accident and Sickness Medical Expense .....	Additional \$20,000

#### Worldwide Emergency Assistance Services

Travel Guard Assist .....	Included
24-Hour LiveTravel Assistance .....	Included

### 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 You cancel Your Trip or are unable to continue on Your Trip due to the following Unforeseen events:

- Sickness, Accidental Injury, or death of You, Your 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. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date.
- You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, or having Your principal place of residence made uninhabitable by fire, flood, or other natural disaster.
- Strike that causes complete cessation of services. A Strike is foreseeable on the date labor union members vote to approve a Strike.
- Weather which causes complete cessation of services and prevents You from reaching Your destination.
- Natural disaster at the site of Your destination which renders Your destination accommodations uninhabitable.

**Trip Cancellation:** non-refundable cancellation charges imposed by Your Travel Supplier and/or airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements; or the additional costs You may incur as a result of a change in the per-person occupancy rate of prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel.

**Trip Interruption:** unused, non-refundable travel arrangements prepaid to the Travel Supplier.

**Trip Interruption - Return Air Only:** up to the maximum shown in the Schedule of Coverages and Services for airfare paid, less the value of applied credit from an unused return travel ticket to return the Insured to the return destination of the Trip as specified in the original travel documents.

In no event shall the amount reimbursed exceed the lesser of the amount You pre-paid for Your Trip, or the maximum benefit shown on the Schedule of Coverages and Services.

**Trip Delay:** The Insurer will reimburse You for covered expenses on a one-time basis, up to the maximum shown in the Schedule of Coverages and Services, if You are delayed en route to or from the covered Trip for 12 or more hours due to a covered delay. Covered expenses include any reasonable additional expenses incurred for meals and accommodations. Covered reasons for travel delay are: Carrier-caused delay (including Inclement Weather); You or Your Traveling Companion being delayed by a traffic Accident while en route to a departure, in which You or Your Traveling Companion is directly or not directly involved; lost or stolen passports, money, or travel documents; quarantine; hijacking; unannounced Strike; Natural Disaster.

### Part B – MEDICAL PROTECTION

**Accident and Sickness Medical Expense:** The Insurer will pay benefits up to the maximum shown on the Schedule of Coverages and Services subject to any deductible, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury which occurs on the covered Trip or a Sickness which first manifests itself during the covered Trip. You must receive initial treatment while on the covered Trip. All services, supplies, or treatment must be received within 52 weeks following the date of 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 the services of a Physician; charges for hospital confinement and use of operating rooms; charges for anesthetics (including administration), x-ray examinations or treatments, and laboratory tests; ambulance service, drugs, medicines, prosthetics, and therapeutic services and supplies; emergency dental treatment for the relief of pain. The Insurer will not pay benefits in excess of the reasonable and customary charges commonly used by Physicians of medical care in the locality in which the care is furnished.

Make sure You call Travel Guard Assist (1.800.826.1300 or, 1.715.345.0505) before You seek medical care while traveling. Where available, we can arrange direct payment to a member of our Preferred medical network, saving You the time and paperwork associated with reimbursement of medical expenses. By calling us first, we can authorize a cash advance for medical providers that requires upfront payments. Our assistance coordinators also can help You locate the nearest and most appropriate medical provider, monitor

**Coverage is only available to New York residents.**

Your care, and provide updates to Your family and/or employer.

**Emergency Evacuation:** The Insurer will pay benefits for Covered Expenses up to the maximum shown on the Schedule of Coverages and Services if an Accidental Injury or Sickness commencing during the course of the covered 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 an Emergency Evacuation.

**Emergency Evacuation means:**

1. Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest hospital where appropriate medical treatment can be obtained;
2. After being treated at a local hospital, Your medical condition warrants transportation to where You reside, to obtain further medical treatment or to recover;
3. All of the above.

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

1. Recommended by the attending Physician;
2. Required by the standard regulations of the conveyance transporting You;
3. Verified and approved in advance by Travel Guard Assist.

Transportation means any land, water, or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances, and private motor vehicles. The Insurer will not cover any expenses provided by another party at no cost to You or already included in the cost of the scheduled Trip. **All transportation must be authorized and arranged by Travel Guard Assist.**

The Insurer will pay 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.

**To access Emergency Assistance, call  
Travel Guard Assist's operation center at:  
1.800.826.1300  
or call collect: 1.715.345.0505**

**Repatriation of Remains:** The Insurer will pay reasonable Covered Expenses incurred to return Your body to Your primary place of residence if You die during the covered Trip. This will not exceed the maximum shown on the Schedule of Coverages and Services. Covered Expenses are limited to the cost of transportation of the body.

**Excess Insurance Provision:  
The coverage under parts A, B, and C are  
secondary to any coverage provided by a Common  
Carrier and all other valid and collectible insurance  
indemnity and shall apply only when such other  
benefits are exhausted.**

**Part C – BAGGAGE PROTECTION**

**Baggage/Personal Effects:** The Insurer will reimburse You 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. The Insurer will pay the lesser of the following: Actual Cash Value at the time of the loss, less depreciation as determined by the Insurer, or the cost of repair or replacement. Per article, there is a limit of \$250. There will also be a combined maximum limit of \$500 for the following: jewelry; watches and cameras including related equipment; articles consisting in whole or in part of silver, gold, or platinum; furs and articles trimmed with or made mostly of fur.

The Insurer will reimburse You for fees associated with the replacement of Your passport during Your trip. Receipts are required for reimbursement.

**Baggage Delay (Outward Journey Only):** The Insurer will reimburse You for expenses of necessary personal effects, up to the maximum shown in the Schedule of Coverages and Services, if Your checked baggage is delayed or misdirected by Common Carrier for more than 24 hours, except travel to final destination or Your place of residence. You must be a ticketed passenger of a Common Carrier.

**Part D – OPTIONAL COVERAGES**

The following coverages are available provided the required cost has been paid:

**Flight Guard:** Flight Guard benefit applies to Accidental Injury sustained by You 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. If You sustain an Accidental Injury which results in loss of life; actual severance of limb; or entire and irrecoverable loss of: eyesight, speech, or hearing; within 365 days of the date of the accident, the Insurer will pay the largest applicable amount as follows: the full benefit amount is paid for loss of life, two hands or two feet, speech and hearing in both ears, 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, speech or hearing in both ears, sight of one eye. One-fourth of the benefit is paid for loss of the thumb and index finger of the same hand. In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverages and Services for all losses due to the same accident.

**Exposure:** The Insurer will pay benefits for covered losses which result from You 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 covered 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 Your body cannot be located one year after the disappearance of the Common Carrier in which You were a passenger due to forced landing, stranding, sinking, or wrecking.

**Collision Damage Waiver:** If You rent a car while on the Trip, and the car is damaged due to collision, vandalism, windstorm, fire, hail, flood, or any cause not within Your control while in Your 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 Coverages and Services subject to deductible.

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

### PRE-EXISTING CONDITIONS

“Pre-Existing Condition” means any injury, sickness or condition of the Insured, Traveling Companion, Family Member booked to travel with the Insured for which medical advice, diagnosis, care or treatment was recommended or received within the 180 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.

### EXCLUSIONS

The following exclusions apply to Parts A, B, and D. This plan does not cover any loss caused by or resulting from:

- 1) Pre-Existing Conditions;
- 2) Suicide or attempted suicide or intentionally self-inflicted injuries;
- 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;
- 7) Dental treatment except as a result of Accidental Injury to sound, natural teeth within twelve (12) months of the Accidental Injury;
- 8) Any non-emergency treatment or surgery (does not apply to Part B), routine physical examinations, hearing aids, eyeglasses, or contact lenses;
- 9) Pregnancy and childbirth (except for Complication of Pregnancy)
- 10) Riot or insurrection;
- 11) 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 You;
- 12) Traveling for the purpose of securing medical treatment (applies to Part A only);
- 13) Participation as a professional in athletics (applies to Part A only);
- 14) Participating in bodily contact sports; skydiving; hanggliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest (applies to Part A only).

The following exclusions apply to Baggage/Personal Effects coverage only in Part C: **ANY LOSS OR DAMAGE TO:** animals; automobiles and their equipment; boats; trailers, motors; motorcycles; other conveyances and their equipment (except bicycles while checked as baggage with a Common Carrier); eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; keys, money, securities, and documents; tickets; credit cards.

#### ANY LOSS CAUSED BY OR RESULTING FROM:

Wear and tear, gradual deterioration; insects or vermin; inherent vice or damage; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; and property shipped as freight or shipped prior to the Scheduled Departure Date.

The following exclusions apply to Collision Damage Waiver coverage only in Part D:

- 1) Any obligation You assume under any agreement (except insurance collision deductible);
- 2) Rentals of trucks, campers, trailers, off-road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- 3) Any loss which occurs if You are in violation of the rental agreement;
- 4) 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 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;
- 2) You must report the loss to the appropriate local authorities and the rental company as soon as possible;
- 3) 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 Insurer all documentation such as rental agreement, police report, and damage estimate.

**MAXIMUM LIMIT OF LIABILITY:** All limits are applied per Trip. The Insurer's maximum limit of liability resulting from the same occurrence will be \$10,000,000. If the loss for all Insureds from such an occurrence exceeds \$10,000,000, the Insurer will pay each Insured the proportion of the benefits stated which

\$10,000,000 bears to the total loss of all persons the Insurer insures under all travel and flight insurance in force under this program.

### DEFINITIONS

- 1) “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 You are traveling.
- 2) “Accidental Injury” means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the loss.
- 3) “Actual Cash Value” means purchase price less depreciation.
- 4) “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 You within twelve months from the date of the Accident.
- 5) “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.
- 6) “Common Carrier” means any land, sea, and/or air conveyance operating under a license for the transportation of passengers for hire.
- 7) “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.
- 8) “Domestic Partner” means a person who has registered as a Domestic Partner in a municipality that requires such registration or has provided the Insurer 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 individual has been registered as a member of another domestic partnership within the last six months.

- 9) "Effective Date" means the date and time an Insured's coverage begins, as outlined in the General Provisions section of this coverage.
- 10) "Exotic Vehicles" includes Bentley; Ferrari; Lamborghini; Lancia; Lotus; Maserati; Pininfarina; and Rolls Royce. The Insured must contact Travel Guard's customer service at 1.800.826.1300 before renting to confirm whether the vehicle is covered.
- 11) "Family Member" means Your or Your Traveling Companion's legal or common law spouse, Domestic Partner, parent, legal guardian, step-parent, grandparent, parents-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.
- 12) "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 inpatients; (c) has a staff of one or more Physicians available at all times; (d) provides 24 hour nursing service and has at least one registered 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, or convalescent home for the aged, or similar institution.
- 13) "Inclement Weather" means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.
- 14) "The Insurer" means National Union Fire Insurance Company of Pittsburgh, PA.
- 15) "Land/Sea Arrangements" means land and/or sea arrangements booked by the Travel Supplier.
- 16) "Medically Necessary" means that a treatment, service, or supply: (1) is essential for diagnosis, treatment, or care of the injury or Sickness for which it is prescribed or performed; (2) meets generally

accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision, or order.

- 17) "Natural Disaster" means flood, hurricane, tornado, earthquake, or blizzard that is due to natural causes.
- 18) "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 Yourself, a Traveling Companion, or a Family Member.
- 19) "Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.
- 20) "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.
- 21) "Sickness" means illness or disease which is diagnosed or treated by a Physician after the effective date of this plan and while You are covered under this plan.
- 22) "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
- 23) "Travel Supplier" means tour operator, cruise line, hotel, etc., who has made the land and/or sea arrangements.
- 24) "Traveling Companion" means a person who is sharing travel arrangements with You. Note: A group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.
- 25) "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 365 days.
- 26) "Unforeseen" means not anticipated or expected and occurring after the Effective Date of the coverage.
- 27) "You," "Your," or "the Insured" means a person who has purchased a Trip and who has paid the required plan cost for this plan provided herein.

### CLAIMS PROCEDURE

All accident, health, and life claims will be administered by Mercury Claims & Assistance of WI, LLC. To facilitate prompt claims settlement:

**TRIP CANCELLATION CLAIMS:** IMMEDIATELY Call Travel Supplier and the Claims Administrator to report Your cancellation and avoid non-covered expenses due

to late reporting. The Claims Administrator will then advise You on how to obtain the appropriate form to be completed by You.

**INTERRUPTION:** If interruption is due to a covered Sickness or Accidental Injury, obtain medical statements from the doctors in attendance in the country where Sickness or accident occurred. These statements should give complete diagnosis, stating that the Sickness or accident prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or cruise line forms, etc). Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment; submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

**BAGGAGE:** Obtain a statement from the Common Carrier that Your baggage was delayed or a police report showing Your baggage was stolen along with copies of receipts for Your purchases.

TO OBTAIN CLAIM FORMS AND ANY ADDITIONAL INFORMATION ON HOW TO REPORT A CLAIM, CALL OR WRITE THE PLAN ADMINISTRATOR AND REFER TO COVERAGE #207838.

**FOR PLAN INQUIRIES OR INFORMATION  
ON FILING A CLAIM,  
PLEASE CONTACT THE PLAN ADMINISTRATOR AT  
TRAVEL GUARD  
1145 Clark Street, Stevens Point, WI 54481  
1.800.826.1300**

### GENERAL PROVISIONS

**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 we receive 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 for 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 premium 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 365 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 must be remitted on

behalf of the Insureds to the Insurer or to its authorized representative.

**MODE OF PREMIUM.**

**Insured:** The required premium 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, will 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 coverage 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.

**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) 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 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. All or a portion of all other benefits provided by this coverage may, at the option of the Insurer, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured. 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 Sickness and Accident 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 their own expense, have the right to have the Insured examined as often as reasonably necessary while a claim is pending. The Insurer, or its designated representative, also have the right to have an autopsy made unless prohibited by law.

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

**NOTICE OF LOSS.** If the Insured's property covered under this coverage 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 under this coverage.

**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. 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 they choose. 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.

### **WORLDWIDE ASSISTANCE SERVICES**

***The following services are not part of the insurance coverage. All are service benefits, not financial benefits. Any costs associated with benefits not purchased will be paid by the named Insured. Non-insurance services provided are provided by Travel Guard Assist.***

#### **Travel Guard Assist**

##### **24-Hour Medical Assistance**

**24-Hour Medical Monitoring:** Physicians monitor Your condition by maintaining close contact with the attending Physicians, Your family Physician, and immediate Family Members.

**Medical Evacuation:** Arrangements for any and all means necessary to transport You back home when medically necessary.

**Emergency Medical Payments:** If a Hospital demands a cash deposit or settlement prior to leaving, Travel Guard Assist will assist in arranging the advancement of funds to cover on-site Medical Expenses.

**Prescription Assistance:** Replacement of lost or stolen medication, through a local pharmacy or special courier.

**Transportation of Dependents:** In the event of hospitalization, arrangements will be made for unattended minors traveling with You to be flown home.

**Family Visit:** If You are hospitalized for ten or more days, Travel Guard Assist will arrange transportation for

an immediate Family Member or close friend to visit him/her.

**Transportation of Mortal Remains:** In the event of death while traveling, arrangements for the return of remains to the place of burial.

##### **24-Hour Legal Assistance**

In a legal emergency, referral to a local legal advisor and advance of funds for bail and legal fees.

##### **24-Hour Travel Assistance**

**Travel Documents Assistance:** Travel Guard Assist will help retrieve, report, and reissue lost or stolen travel documents.

**Emergency Cash Transfer:** Travel Guard Assist will, whenever possible, coordinate with You and a wire agency, in obtaining funds in local currency for medical or travel emergencies.

**Emergency Message Center:** Transmission of emergency messages to family and business associates.

**Interpretation Services:** Travel Guard Assist will provide emergency language support or referral to the appropriate local services.

##### **24-HOUR LIVETRAVEL ASSISTANCE**

Provides 24-hour assistance for emergency travel needs. Allows You to make emergency travel changes such as rebooking flights, making hotel reservations, tracking lost luggage, and replacing lost credit cards. Call 1.800.826.8597 for assistance.

**Live Messaging** – Relay of e-mail or phone message to family, friends, or business associates.

**Emergency Cash Transfer** – Assistance in coordinating an emergency cash advance.

**Pre-trip Travel Advice** – Around-the-clock access to passport, visa, inoculation, and vaccine requirements; travel advisories; embassy and consulate contacts; travel health advisories; weather and currency information – all for Your planned Destination.

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

Any payments under the policy will only be made in full compliance with all United States of America economic

or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/) or a Travel Guard representative.

#### **Travel Insurance**

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

#### **PLEASE READ THIS DOCUMENT CAREFULLY!**

##### **Insurance coverage**

Underwritten by National Union Fire Insurance Company of Pittsburgh, PA, a Pennsylvania Insurance Company, NAIC No. 19445.

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



**Travel Smart. Travel Insurance.**

##### **24-Hour Emergency Assistance Telephone Numbers**

Continental 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-**