DESCRIPTON OF COVERAGE

SCHEDULE OF BENEFITS

All coverages are per person. Maximum Limit
Trip Cancellation .......................... 100% of insured Trip Cost
Trip Interruption ................................ 100% of insured Trip Cost
Trip Delay ........................................ $1,500
Missed Connection ................................ $1,000
Baggage & Personal Effects Loss ................ $3,000
Baggage Delay (Maximum of $150 per day) .......................... $1,000
Medical Expense ................................ $100,000
Dental ................................................ $1,000
Emergency Evacuation and Repatriation of Remains ................. $250,000
Accidental Death & Dismemberment ............................. $25,000
Flight Guard ....................................... $100,000

Extra Coverage
(when purchased within 24 hours of Initial Trip Payment)
• Pre-Existing Medical Condition Exclusion Waiver

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

Travel Medical Assistance
Worldwide Travel Assistance
LiveTravel® Emergency 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.

DEFINITIONS

(Capitalized terms within this Description of Coverage 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, with respect to Medical Expense and Emergency Evacuation benefits, unmarried children of the Insured, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured’s home, under age 25 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 self-sustaining employment by reason of mental or physical incapacity.

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

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

“Complications of Pregnancy” means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include 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.

“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 coverage 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, other than Return Destination, as shown on the travel documents.

“Domestic Partner” means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months: (1) resides with the Insured; (2) shares financial assets and obligations with the Insured; The Insurer may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

“Eligible Person” means a person who is a member of an eligible class of persons as described in the Description of Eligible Persons section of the Master Application.

“Experimental or Investigative” means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a standard therapy. This includes any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

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

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

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

A Hospital does not include:
(1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces.

“Inclement Weather” means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her Destination when traveling by an Owned or Rented Vehicle.

“Initial Trip Payment” means the first payment made 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 the Policy is in force, and resulting directly and independently of all other causes of Loss covered by the Policy. The Injury must be verified by a Physician.

“Insured” means an Eligible Person for whom: (a) any required enrollment form has been completed; (b) any required plan cost has been paid; (c) while covered under the Policy.


“Loss” means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

“Medically Necessary” means that a treatment, service, or supply:
(1) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
(2) meets generally accepted standards of medical practice;
(3) is ordered by a Physician and performed under his or her care, supervision, or order; and
(4) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

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

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

“Necessary Personal Effects” means items such as clothing and toiletry items, which were included in the Insured’s Baggage and are required for the Insured’s Trip.

“Owned or Rented Vehicle” means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country that is rented or owned by the Insured. Owned or Rented Vehicle includes, but is not limited to, a sedan, station wagon, jeep-type vehicle, pickup, van, camper or motor home type. Owned or Rented Vehicle does not include a mobile home or any motor vehicle which is used in mass or public transit.

“Physician” means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

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

“Reasonable Additional Expenses” means expenses for meals and lodging which were necessarily incurred as the result of a Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

“Reasonable and Customary Charges” means an expense which:
(1) is charged for treatment, supplies, or medical services Medically Necessary to treat the Insured’s condition;
(2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
(3) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary Charges exceed the actual amount charged.

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

“Return Destination” means the place to which the Insured expects to return from his/her Trip.

“Schedule” means the Schedule of Benefits.

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

“Strike” means a stoppage of work:
(1) announced, organized, and sanctioned by a labor union and
(2) which interferes with the normal departure and arrival of a Common Carrier.

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

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

“Travel Supplier” means the tour operator, rental company, cruise line, and/or airline that provides pre-paid travel arrangements for the Insured’s Trip.

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

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

“Trip Cost” means the dollar amount of Trip payments or deposits reflected on any required enrollment form which are subject to cancellation penalties or restrictions paid by the Insured prior to the Insured’s Trip Departure Date. Trip Cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after enrollment for coverage under this plan provided the Insured amends their enrollment form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured’s Departure Date.

“Unforeseen” means not anticipated or expected and occurring after the effective date of the 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
ELIGIBILITY, EFFECTIVE & TERMINATION DATES

Eligibility
Travelers who enroll, accept and purchase coverage through the Travel Supplier no later than final payment and prior to departing on their Trip.

Effective Date: After any required Enrollment Form is completed, Trip Cancellation coverage will be effective for an Insured at 12:01 a.m. Standard Time on the date following receipt by the Insurer or the Insurer's authorized representative of any required plan cost.

All other coverages will begin on the later of:
(a) 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents or
(b) the date and time the Insured starts his/her Trip, provided any required plan cost has been paid.

Termination Date: All coverage, other than Trip Cancellation, ends on the earlier of:
(a) the date the Trip is completed;
(b) the scheduled Return Date;
(c) the Insured’s arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

The Trip Cancellation coverage ends on the earliest of:
(a) the cancellation of the Insured’s Trip; or (b) the date and time the Insured starts his/her Trip.

Extension of Coverage:
All coverage (except Trip Cancellation) will be extended, if:
(a) the Insured's entire Trip is covered by the plan; and
(b) the Insured's return is delayed by one of the 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 Continuation of Coverage: If an Insured's Baggage, passports, and visas are in the charge of a charter or Common Carrier and delivery is delayed, coverage for Baggage and Personal Effects and travel documents will be extended until the Common Carrier delivers the property to the Insured. This Extension does not include Loss caused by the delay.

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

(a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;
(b) pregnancy, childbirth, or elective abortion, other than Complications of Pregnancy;
(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, carabineres, and lead or top-rope anchoring equipment;
(e) war or act of war, whether declared or not, 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) loss or damage caused by detention, confiscation, or destruction by customs;
(i) any unlawful acts, committed by the Insured, a Family Member, a Traveling Companion, or Business Partner whether insured or not;
(j) Mental, Nervous or Psychological Disorder;
(k) if the Insured’s tickets do not contain specific travel dates (open tickets);
(l) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;
(m) any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;
(n) Experimental or Investigative treatment or procedures;
(o) any loss that occurs at a time when this coverage is not in effect;
(p) traveling for the purpose of securing medical treatment;
(q) care or treatment which is not Medically Necessary;
(r) any Trip taken outside the advice of a Physician;
(s) Financial Default;
(t) PRE-EXISTING MEDICAL CONDITION EXCLUSION: The Insurer will not pay for any loss or expense incurred as the result of an Injury, Sickness 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 or 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.

The following exclusions apply to Baggage/Personal Effects Loss and Baggage Delay:
Benefits will not be provided for any loss or damage to or resulting (in whole or in part) from:
(a) animals, rodents, insects or vermin;
(b) bicycles (except when checked with a Common Carrier);
(c) motor vehicles, aircraft, boats, boat motors, ATV’s and other conveyances;
(d) artificial prosthetic devices, false teeth, any type of eyeglasses, sun glasses, contact lenses, or hearing aids;
(e) tickets, keys, notes, securities, accounts, bills, currency, deeds, food stamps or other evidences of debt, and other travel documents (except passports and visas);
(f) money, stamps, stocks and bonds, postal or money orders;
(g) property shipped as freight, or shipped prior to the Departure Date;
(h) contraband, illegal transportation or trade;
(i) items seized by any government, government official or customs official;
(j) defective materials or craftsmanship;
(k) normal wear and tear;
(l) deterioration.

The following exclusions apply to Trip Cancellation and Trip Interruption:
Benefits will not be provided for any loss resulting (in whole or in part) from:
(a) travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in the plan;
(b) changes by the Insured, a Family Member, or Traveling Companion, for any reason;
(c) financial circumstances of the Insured, a Family Member, or a Traveling Companion;
(d) any government regulation or prohibition;
(e) any business or contractual obligations of the Insured, a Family Member, or Traveling Companion, for any reason;
(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.

The following exclusions apply to the Medical Expense Benefit:
Benefits will not be provided for any loss resulting (in whole or in part) from:
(a) routine physical examinations;
(b) mental health care;
c. replacement of hearing aids, eye glasses, contact lenses and sunglasses;

d. routine dental care;

e. any service provided by the Insured, a Family Member, or Traveling Companion or Traveling Companion of Family Member;

f. alcohol or substance abuse or treatment for the same.

The following exclusion applies to Accidental Death & Dismemberment:

(a) the Insurer will not pay for loss caused by or resulting from Sickness or disease of any kind.

The following exclusions apply to Flight Guard:

(a) Sickness or disease whether the loss results directly or indirectly from any of these;

(b) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

EXCESS INSURANCE LIMITATION

The insurance provided by the Policy for all coverages except Trip Cancellation and Interruption, Baggage and Personal Effects Loss Benefit 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 the Policy there is other valid and collectible insurance or indemnity in place, the Insurer shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable Deductible.

TRIP CANCELLATION & INTERRUPTION

The Insurer will pay a benefit, up to the Maximum Limit shown on the Schedule, if an Insured cancels his/her Trip or is unable to continue on his/her Trip due to the following unforeseen events:

(a) Sickness, Injury or death of an Insured, Family Member, Traveling Companion, or Business Partner;

1) Injury or Sickness 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) The Insured must cancel or interrupt his/her Trip due to Injury or Sickness of a Family Member not traveling with the Insured.

3) Injury or Sickness 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 resulting in complete cessation of travel services at the point of departure or Destination;

(d) the Insured’s Primary Residence being made uninhabitable by Natural Disaster, vandalism, or burglary;

(e) the Insured, or a Traveling Companion being subpoenaed, required to serve on a jury, hijacked, or quarantined;

(f) the Insured or Traveling Companion is involved in or delayed due to an automobile accident, substantiated by a police report, while en route to the Insured’s Destination.

SPECIAL NOTIFICATION OF CLAIM

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

Trip Cancellation Benefits: The Insurer will reimburse the Insured for forfeited Trip Cost up to the Maximum Limit shown on the Schedule for Trips that are canceled prior to the scheduled departure for their Trip due to the unforeseen events shown above.

Trip Interruption Benefits: The Insurer will reimburse the Insured up to the Maximum Limit shown on the Schedule for Trips that are interrupted due to the unforeseen events shown above:

(a) forfeited, insured Trip Cost, and

(b) additional transportation expenses incurred by the Insured, either

(i) to the Return Destination; or

(ii) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or

(c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed, and leaves after the Departure Date. However, the benefit payable under (b) and (c) above will not exceed the cost of economy fare or the same class as the Insured’s original ticket less any refunds paid or payable by the most direct route.

SINGLE OCCUPANCY

The Insurer will reimburse the Insured, up to the Trip Cancellation and Interruption Maximum Limit shown on the Schedule, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, non-refundable travel arrangements if a person booked to share accommodations with the Insured has his/her Trip canceled or interrupted due to the unforeseen events shown in the Trip Cancellation/Interruption section and the Insured does not cancel.

TRIP DELAY

The Insurer will reimburse the Insured up to the Maximum Limit(s) shown on the Schedule for Reasonable Additional Expenses until travel becomes possible if the Insured’s Trip is delayed 12 or more consecutive hours from reaching their intended Destination as a result of a cancellation or delay of a regularly scheduled airline flight for one of the unforeseen events listed below:

(a) the Insured or Traveling Companion is quarantined;

(b) Common Carrier delay;

(c) the Insured’s or Traveling Companion’s lost or stolen passports, travel documents, or money;

(d) Natural Disaster; or

(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 Insurer will pay for the delay with the largest benefit up to the Maximum Limits shown on the Schedule.

The Insured Must: Contact Travel Guard as soon as he/she knows his/her Trip is going to be delayed more than 12 hours.

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 Insurer will reimburse the Insured up to the Maximum Limit shown in the Schedule for:

1. additional transportation expenses incurred by the Insured to join the departed Trip;

2. pre-paid, non-refundable 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 LOSS
The Insurer will reimburse the Insured, up to the Maximum Limit shown in the Schedule subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects, passports, credit cards and visas during the Insured's Trip.

Special Limitations:
The Insurer will not pay more than:
- $500 for the first item and
- thereafter, no more than $250 per each additional item
- $500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, and other electronic devices, including but not limited to: portable personal computers, cellular phones, electronic organizers and portable CD players.

Items over $150 must be accompanied by original receipts.

The Insurer will pay the lesser of:
(1) the cash value (original cash value less depreciation) as determined by the Insurer or,
(2) the cost of replacement.

The Insurer may take all or part of the damaged Baggage at the appraised or agreed value. In the event of a Loss to a pair or set of items, the Insurer may at its option:
(1) repair or replace any part to restore the pair or set to its value before the Loss; or
(2) pay the difference between the value of the property before and after the Loss.

The Insurer 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 while on a Trip, the Insurer will reimburse the Insured up to the Maximum Limit shown on the Schedule for the purchase of Necessary Personal Effects. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

MEDICAL EXPENSE BENEFIT
If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician the Insurer will pay the Reasonable and Customary Charges, up to the Maximum Limit(s) shown on the Schedule of Benefits or Declarations Page. The Insurer 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 treatment was received during the Trip. The Injury must occur or the Sickness must begin while on a Trip, while covered under the policy.

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

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

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

Covered Emergency Evacuation Expenses include, but are limited to, the reasonable and customary expenses for transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible. Expenses for Transportation must be:
(a) ordered by the attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available;
(b) required by the standard regulations of the conveyance transporting the Insured; and
(c) authorized in advance by Travel Guard.

Repatriation Covered Expenses include, but are limited to, the reasonable and customary expenses for transportation,
The Insurer will pay this benefit if the Insured is Injured 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 Insurer will pay up to the Maximum Limit shown in the Schedule for Loss of life, both hands or feet, sight of both eyes, or Loss of one hand or foot and the sight of one eye within 365 days of the accident. One-half of the benefit is payable for the Loss of one hand or foot or the sight of one eye. If the Insured suffers more than one Loss from an accident, the Insurer will pay only for the Loss with the larger benefit. Loss of hand or foot means complete severance at or above the wrist or ankle joint. The Insurer will not pay more than 100% of the Maximum Limit for all Losses due to the same accident. Loss of sight of an eye means complete and irreversible Loss of sight. Each Loss must occur within 365 days of the accident.

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

DISAPPEARANCE
The Insurer will pay a benefit for loss of life as specified above if the Insured’s body cannot be located one year after disappearance due to an accidental Injury during the Trip.

EXPOSURE
The Insurer 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 Insurer will pay a benefit for loss of life as specified above if the Insured’s body cannot be located one year after disappearance due to an accidental Injury during the Trip.

PAYMENT OF CLAIMS
Claim Procedures: Notice of Claim: The Insurer 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, 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, Wisconsin 54481 (telephone 1.866.833.8780). All claims of California residents will be administered by Mercury Claims Administrator Services, LLC. All accident, health, and life claims will be administered by Mercury Claims & Assistance of WI, LLC, in those states where it is licensed.

Claim Procedures: Proof of Loss: The claim forms must be sent back to Insurer no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under the policy must be submitted to Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Insurer has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured’s name, the participating organization name, and the policy number.

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

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

1. the Beneficiary named by that Insured and on file with Travel Guard
2. to his/her spouse, if living. If no living spouse, then
3. in equal shares to his/her living children. If there are none, then
4. in equal shares to his/her living parents. If there are none, then
5. in equal shares to his/her living brothers and sisters. If there are none, then
6. to the Insured’s estate.

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

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

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

**Baggage and Personal Effects Loss Payment of Loss:** The Insured must: (a) report theft Losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (c) allow the Insurer to examine the damaged Baggage and/or the Insurer may require the damaged item to be sent in the event of payment; (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged/lost items; or (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 Payment of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the Necessary Personal Effects purchases.

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

The following provisions apply to Baggage Delay, Baggage/Personal Effects Loss:

**Notice of Loss.** If the Insured’s property covered under the Policy is lost or damaged, the Insured must:
(a) notify Travel Guard as soon as possible;
(b) take immediate steps to protect, save and/or recover the covered property;
(c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
(d) notify the police or other authority in the case of robbery or theft within 24 hours.

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

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

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

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

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

The following provision applies to Medical Expense, Baggage/Personal Effects Loss, Emergency Evacuation and Repatriation of Remains:

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

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

**Coverage –** as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under the Policy to which this Description of Coverage is attached) and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder.

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

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**GENERAL PROVISIONS**

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

**Beneficiary Designation and Change.** The Insured’s beneficiary(ies) is (are) the person(s) designated by the Insured and on file with Travel Guard.

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

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under the Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the Insurer pays more than the Insured’s correct age, the Insured must refund the difference along with interest at the rate of 4% per annum from the filing of the claim to the actual date of age determination.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under the Policy.

**Settlement of Loss.** No action at law or in equity may be brought 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. The Insurer may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of 3 years after the time written proof of Loss is required to be furnished.

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

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

**Termination of the Policy:** Termination of the Policy will not affect a claim for Loss which occurs while the policy is in force.

**Transfer of Coverage:** Coverage under the policy cannot be transferred by the Insured to anyone else.
Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the Insured; “The General Exclusion relating to Experimental or Investigative treatment or procedures is amended to add the following: “unless such treatment or procedure has successfully completed a phase III clinical trial of the federal Food and Drug Administration;” The General Exclusion relating to unlawful acts is amended to replace “unlawful acts” with “felonies”. The Medical Expense exclusion relating to alcohol or substance abuse is amended to read “Intoxication or voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the Insured”. The Excess Insurance Limitation provision does not apply to the health benefits. The Pre-existing Medical Condition exclusion is deleted and replaced with the following: The Insurer 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 for which medical advice, diagnosis, care or treatment was recommended or received within 60 days immediately preceding the Insured’s coverage effective date. The Medical Expense Payment of Loss provision is amended to add the following provision regarding appeals for medical claims which have been denied. If your medical claim is denied in whole or in part by the Insurer based on medical necessity or refusal by the Insurer to pre-certify, you may appeal the denial to the Commissioner of Insurance. Your appeal to the Commissioner must be made within sixty (60) days of your receipt of the Insurer’s final written notice of denial. Your written appeal must be submitted on forms provided by and prescribed by the Department of Insurance and must include a general release, executed by You, of all pertinent medical records and a filing fee of twenty-five dollars ($25). The decision by the Department of Insurance is final and binding. Member which, within the 60 day period immediately preceding and including the Insured’s coverage effective date: (a) first manifested itself, worsened or became acute or had symptoms which would have prompted a 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. The definition of Medically Necessary is amended to add: “The fact that a Physician may prescribe, order, recommend or approve a service or supply does not of itself make it Medically Necessary or covered by this plan.” The definition of Domestic Partner is amended as follows: “Domestic Partner” means a person with whom an individual maintains a committed familial relationship characterized my mutual caring and the sharing of a mutual residence. Each partner must be at least 18 years old and competent to contract, be the sole Domestic Partner of the other person and not be married. General Exclusions (i) and (l) are amended to add “except as state mandates”. The definition of Injury is amended to read as follows: Injury/Injured means a bodily injury caused by an accident occurring while the Insured’s coverage under the Policy is in force and resulting directly from all other causes of Loss covered by the Policy. The Injury must be verified by a Physician. The General Exclusions provision is amended as follows: “Any unlawful acts committed” is deleted and replaced with “commission of or attempt to commit a felony”. The Excess Insurance Limitation provision is deleted in its entirety. The definition of Complications of Pregnancy is amended to delete “hyperemesis gravidarum and preeclampsia”. The definition of Injury is amended to read as follows: Injury/Injured means a bodily injury caused by an accident occurring while the Insured’s coverage under the Policy is in force and resulting directly from all other causes of Loss covered by the Policy. The Injury must be verified by a Physician. The General Exclusions provision is amended as follows: “Any unlawful acts committed” is deleted and replaced with “commission of or attempt to commit a felony”. The Excess Insurance Limitation provision is deleted in its entirety. The definition of Injury is amended to read as follows: Injury/Injured means a bodily injury caused by an accident occurring while the Insured’s coverage under the Policy is in force and resulting directly from all other causes of Loss covered by the Policy. The Injury must be verified by a Physician. The General Exclusions provision is amended as follows: “Any unlawful acts committed” is deleted and replaced with “commission of or attempt to commit a felony”. The Excess Insurance Limitation provision is deleted in its entirety. The definition of Injury is amended to read as follows: Injury/Injured means a bodily injury caused by an accident occurring while the Insured’s coverage under the Policy is in force and resulting directly from all other causes of Loss covered by the Policy. The Injury must be verified by a Physician. The General Exclusions provision is amended as follows: “Any unlawful acts committed” is deleted and replaced with “commission of or attempt to commit a felony”. The Excess Insurance Limitation provision is deleted in its entirety.
ascertained by the commissioner of financial institutions, on
January 1 or July 1 as the case may be, immediately
preceding the date of the transaction, plus 2 percent, upon
all money from the time it becomes due.
The “Claim Procedures: Proof of Loss” provision is amended
to add the following:
If Travel Guard requires additional information or time to
approve or deny a claim, it will notify the Insured within 20
days after receipt of the claim, and at least once every 30
days thereafter until the claim is approved or denied. The
notice will contain the reason why the additional information
or time is required. Travel Guard will approve or deny the
claim within: 30 days after it receives the additional
information; or 31 days after the last timely notice was
provided.

Notice to North Carolina Residents:
T30341NUFIC-NC
The definition of Hospital is deleted in its entirety and
replaced with the following:
“Hospital” means a facility that:
(1) is operated according to law, including North Carolina
state hospitals, for the care and treatment of sick or
injured people;
(2) has organized facilities for diagnosis and surgery on its
premises or in facilities available to it on a prearranged
basis;
(3) has 24 hour nursing service by registered nurses
(R.N.’s); and
(4) is supervised by one or more Physicians available at all
times.
A Hospital does not include:
(1) a nursing, convalescent or geriatric unit of a hospital
when a patient is confined mainly to receive nursing

care;
(2) a facility that is, other than incidentally, a clinic, a rest
home, nursing home, convalescent home, home health
care, or home for the aged; nor does it include any ward,
room, wing, or other section of the hospital that is used
for such purposes; or
(3) any military or veterans hospital or soldiers home or any
hospital contracted for or operated by any national
government or government agency for the treatment of
members or ex-members or the armed forces for which
no charge is made.
The Subrogation provision will not apply to the Medical
Expense benefit.
The time period in the Proof of Loss provision is amended to
180 days.

Notice to Louisiana Residents:
T30341NUFIC-LA
The “use of drugs, narcotics or alcohol” exclusion is
amended to read: “being under the influence of narcotics or
intoxicants, unless prescribed by a Physician;”

Notice to Nevada Residents:
T30341NUFIC-NV
TheMedical Expense Benefit is amended by removing the
following provision: “This coverage does not apply to medical
expenses incurred by any Child born during the Trip,” and is
replaced with “Children born during the Trip are covered for
medical expenses for the first 31 days from the moment of
birth at no additional expense. Continuation of coverage until
the end of the Trip will be subject to notification of the birth
and payment of any applicable premium.
The General Exclusions section is amended to delete the
following exclusion: “use of drugs, narcotics or alcohol,
unlawfully administered upon the advice of a Physician.
The “Payment of Claims: When Paid” provision is deleted
and replaced with the following:
Payment of Claims: Claims will be approved or denied within
30 days after Travel Guard receives the claim. If the claim is
approved Travel Guard will pay the claim within 30 days after
its approval. If the approved claim is not paid within that
period, Travel Guard will pay interest on the claim at the rate
equal to the prime rate at the largest bank in Nevada, as

ascertained by the commissioner of financial institutions, on
January 1 or July 1 as the case may be, immediately
preceding the date of the transaction, plus 2 percent, upon
all money from the time it becomes due.
The “Claim Procedures: Proof of Loss” provision is amended
to add the following:
If Travel Guard requires additional information or time to
approve or deny a claim, it will notify the Insured within 20
days after receipt of the claim, and at least once every 30
days thereafter until the claim is approved or denied. The
notice will contain the reason why the additional information
or time is required. Travel Guard will approve or deny the
claim within: 30 days after it receives the additional
information; or 31 days after the last timely notice was
provided.

Notice to North Carolina Residents:
T30341NUFIC-NC
The definition of Hospital is deleted in its entirety and
replaced with the following:
“Hospital” means a facility that:
(1) is operated according to law, including North Carolina
state hospitals, for the care and treatment of sick or
injured people;
(2) has organized facilities for diagnosis and surgery on its
premises or in facilities available to it on a prearranged
basis;
(3) has 24 hour nursing service by registered nurses
(R.N.’s); and
(4) is supervised by one or more Physicians available at all
times.
A Hospital does not include:
(1) a nursing, convalescent or geriatric unit of a hospital
when a patient is confined mainly to receive nursing

care;
(2) a facility that is, other than incidentally, a clinic, a rest
home, nursing home, convalescent home, home health
care, or home for the aged; nor does it include any ward,
room, wing, or other section of the hospital that is used
for such purposes; or
(3) any military or veterans hospital or soldiers home or any
hospital contracted for or operated by any national
government or government agency for the treatment of
members or ex-members or the armed forces for which
no charge is made.
The Subrogation provision will not apply to the Medical
Expense benefit.
The time period in the Proof of Loss provision is amended to
180 days.

Notice to South Carolina Residents:
T30341NUFIC-SC
The “Physical Examination and Autopsy” provision is amended to add: “The autopsy of a South Carolina resident
must be performed in the state of South Carolina.”
The “Legal Actions” provision is amended to replace the
expiration period of 3 years with 6 years.

Notice to South Dakota Residents:
T30341NUFIC-SD
Exclusion (l) of the General Exclusions provision is deleted in
its entirety.
Exclusion (f) The “alcohol or substance abuse or treatment
for the same” exclusion in the Medical Expenses Benefit
Exclusions is deleted in its entirety.
The Excess Insurance Limitation provision is not applicable
to Medical Expense Benefits.
Exclusion (i) is amended to read “the Insured being under
the influence of drugs during the commission of a felony”.
The Legal Actions provision is amended to change the
expiration period to six years.

Notice to Texas Residents:
T30341NUFIC-TX
The Proof of Loss Provision is amended by adding the following:
The Insurer will acknowledge receipt of the notice of claim in
writing within 15 business days after the Insurer receives the
claim. The Insurer 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 Insurer receives all required
documentation to secure final proof of Loss. If the Insurer
rejects the claim, the required notice will state the reasons
for the rejection. If the Insurer is unable to accept or reject
the claim within that time period, the Insurer will notify the
claimant of the reasons that additional time is needed. The
Insurer will accept or reject the claim not later than the 45th
day after the claimant is notified. If the claim is accepted, the
Insurer will pay the claim within 5 days of the notice of
acceptance. If payment of the claim is delayed, the Insurer
will pay the claim plus 18% interest per year, plus reasonable
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 Insurer 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 información o para someter una queja:
Usted puede llamar al número de teléfono gratis de National Union Fire Insurance Company of Pittsburgh, Pa. para informacion o para someter una queja al:
1.800.551.0824
Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1.800.252.3439
Puede escribir al Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
1.800.551.0824
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 una reclamo, debe comunicarse con la compañía primero. Si no se resuelve la disputa, puede entonces comunicarse 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.
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 the Policy, Description of Coverage, 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. In accordance with 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 defined terms Eligible Spouse or Insured Spouse, or the term spouse, wherever they appear in the Policy, Description of Coverage, Rider, Endorsement, and/or Application are 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 the Policy, Description of Coverage, Rider, or Endorsement that derive from federal law.

You are advised to seek expert advice to determine your rights under the Policy.

**ASSISTANCE SERVICES**

All Assistance Services listed below are not insurance benefits and are not provided by the Insurer.

**Travel Medical Assistance**
- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Repatriation of mortal remains assistance
- 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 of visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Shipment of medical records
- Medical equipment rental/replacement assistance

**Worldwide Travel Assistance**
- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or Consulate Referral
- Currency Conversion or purchase

**LiveTravel® Emergency Assistance**

- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements
- Roadside assistance
- Rental Vehicle Return assistance
- Guaranteed hotel check-in
- Missed connection coordination

*Non-insurance services are provided by Travel Guard.

Program 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/ or a Travel Guard representative.

**24-Hour Emergency Assistance**

**Telephone Numbers**

Continental USA…………1.866.833.8780

International………………1.715.295.5452

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 -