

Definitions

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

"Business Partner" means an individual who a) is involved with the Insured or the Insured's Traveling Companion in a legal partnership; and b) is actively involved in the daily management of the business.

"Common Carrier" means any conveyance operated under a license for the transportation of passengers for hire.

"Complication of Pregnancy" means a condition in which the diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy. It does not include any condition associated with the management of a difficult pregnancy not consisting of a classifiably distinct Complication of Pregnancy.

"Contracted Departure Date" means the date on which the Insured is originally scheduled to leave on his/her Trip.

"Contracted 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.

"Default" means any failure of a provider of travel-related services (including any tour operator) to provide the bargained-for travel services or to refund money due the Insured.

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

"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 whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including 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.

"Hospital" means a place that: (a) holds a valid license; (b) is run mainly 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 nurse on duty at all times; (e) has organized diagnostic and surgical facilities, either on the premises or on a contract basis with another Hospital; and (f) is not mainly a clinic, or facility for nursing, rest or convalescence, or a place for the aged.

"Immediate Family Member" means a person's spouse, child, spouse's child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, or legal ward.

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

"Injury" means a bodily Injury caused by an accident occurring while this Policy is in force as to the Insured whose Injury is the basis of a claim, and resulting directly and independently of all other causes of loss covered by this Policy. The Injury must be verified by a Physician.

"Insured" means the person named on the individual Enrollment Form.

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

"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.

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

"Physician" means a licensed practitioner of the healing arts, acting within the scope of his/her license. The treating Physician may not be the Insured, Immediate Family Member of the Insured or the Insured's spouse or a Traveling Companion, Traveling Companion, or Business Partner.

"Reasonable Additional Expenses" means any 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: (a) is charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; (b) does not exceed the usual level of charges for similar treatment, supplies, or medical services in the locality where the expense is incurred; and (c) 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 Destination" means the place to which the Insured expects to return from his/her Trip.

"Sickness" means an illness or disease which requires treatment by a Physician.

"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. Included in the definition of Strike is work slowdowns and sickouts.

"Travel Agent" means the Travel Agent, tour operator, or other entity from which the Insured purchases his/her coverage or travel arrangements, and includes all officers, employees, and affiliates of the Travel Agent or tour operator.

"Travel Supplier" means the tour operator, hotel, cruise line, and/or airline that: (1) provides pre-paid travel arrangements for the Insured's Trip; and (2) is named in the master application.

"Traveling Companion" means a person or persons with whom the Insured has coordinated travel arrangements and intend 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 round-Trip travel away from home to a Destination outside the Insured's city of residence; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined departure and return dates specified when the Insured applies; the Trip does not exceed 180 days; and the Insured's Destination is not to another home; travel is primarily by Common Carrier and only incidentally by private conveyance.

Individual Eligibility, Effective & Termination Dates

Persons eligible for insurance under the policy are any travelers who purchase coverage through the Travel Supplier, accepts, enrolls and pays the plan cost for coverage providing they have not already departed on their Trip.

Effective Date: Trip Cancellation benefit will be effective at 12:01 a.m. on the day after the plan cost is paid to the Travel Agent.

All other coverages will begin on the later of: (a) the date and time the Insured starts his/her Trip, or (b) the scheduled Contracted Departure Date shown on the enrollment form.

Termination Date: All coverage ends on the earliest of: (a) the date the Trip is completed; (b) the scheduled Contracted Return Date; (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip; or (d) cancellation of the Trip covered by the policy.

The policy covers Trips up to 180 days in length.

Extension of 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 unforeseeable circumstances beyond his/her control.

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.

General Exclusions

These exclusions apply to all benefits. In addition to any exclusions which apply to a particular benefit (called "Additional Exclusions"), the policy does not cover loss caused by:

(a) suicide, or attempted suicide, or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury by the Insured, Immediate Family Member, Traveling Companion or Business Partner (while sane, in Colorado and Missouri); (b) pregnancy or childbirth, or elective abortion, other than Complications of Pregnancy; (c) professional athletic events, motor sport, or motor racing, including training or practice for the same; (d) mountain climbing; (e) war or act of war, whether declared or not, civil commotion, insurrection or riot; (f) military duty or service; (g) operating or learning to operate any aircraft, as student, pilot or crew; (h) air travel on any air-supported device, other than a regularly scheduled airline or air charter company; (i) loss or damage caused by detention, confiscation, or destruction by customs; (j) any unlawful acts, committed by the Insured, a Traveling Companion, or an Immediate Family Member, whether insured or not; (k) mental, psychological, or nervous disorders including, but not limited to, anxiety, depression, neurosis, or psychosis; (l) if the Insured's tickets do not contain specific travel dates (open tickets); (m) alcohol or substance abuse or treatment for same; (n) medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment or traveling expressly for the purpose of obtaining medical treatment; (o) elective or non-emergency treatment or surgery, except for any necessary treatment or surgery due to covered Injury; (p) Experimental or Investigative treatment or procedures; or (q) an Injury or Sickness which occurs at a time when this coverage is not in effect.

PRE-EXISTING MEDICAL CONDITION EXCLUSION APPLICABLE TO ALL COVERAGES

The Insurer will not pay for loss or expense incurred as the result of an Injury, Sickness or other condition of the Insured, a Traveling Companion, or an Immediate Family Member of the Insured or Traveling Companion which, within the 60 day period before the Insured's coverage began: (a) first manifested itself, worsened, became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required treatment by a Physician or treatment had been recommended by a Physician.

Trip Cancellation and Interruption

The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule of Benefits if a Trip is canceled or interrupted due to any of the following unforeseen reasons: (a) Sickness, Injury, or death of an Insured, Immediate Family Member, Traveling Companion, or Business Partner. Injury or Sickness must be so disabling as to reasonably cause a Trip to be canceled or interrupted; (b) Inclement Weather conditions causing delay or cancellation of travel; (c) the Insured's principal residence being made uninhabitable by fire, flood, or similar Natural Disaster, vandalism, or burglary; (d) the Insured being subpoenaed, required to serve on jury duty, hijacked, or quarantined; (e) being involved in or delayed due to an automobile accident en route to departure; (f) Strike, resulting in the complete cessation of travel services at the point of departure or Destination. This coverage does not cover loss caused by: (i) carrier-caused delays including an announced, organized, sanctioned labor union Strike that affects public transportation, unless the Insured's coverage effective date is prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike; (ii) travel arrangements canceled or changed by an airline, cruise line, or tour operator, unless the cancellation is the result of a Natural Disaster; (iii) changes in plans by the Insured, an Immediate Family Member, or Traveling Companion, for any reason; (iv) financial circumstances of the Insured, an Immediate Family Member, or a Traveling Companion; (v) any business or contractual obligations of the Insured, an Immediate Family Member or a Traveling Companion; (vi) Default by the person, agency, or tour operator from whom the Insured bought his/her coverage or purchased his/her travel arrangements; (vii) any government regulation or prohibition; (viii) an event or circumstance which occurs prior to the Insured's coverage effective date.

Trip Cancellation Benefits: The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule of Benefits for Trips that are delayed or canceled before the scheduled Contracted Departure Date. The Insurer will pay forfeited, non-refundable, unused prepaid payments or deposits if the Insured's Trip is canceled due to the reasons shown at the beginning of this section.

The Insurer will pay the Insured's additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled due to reasons shown at the beginning of this section, and the Insured's Trip is not canceled.

Trip Interruption Benefits: The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule of Benefits for Trips that have been interrupted or delayed, due to the reasons shown at the beginning of this section. The Insurer will pay for the following: (a) unused prepaid payments or deposits for the Insured's Trip if the Insured's Trip is interrupted; or (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; (c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed, and leaves after the Contracted Departure Date. However, the benefit payable under (b) and (c) above will not exceed the cost of economy airfare (or first class if the Insured's original tickets were first class) by the most direct route, less any refunds paid or payable; (d) the Insured's additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is interrupted, and the Insured's Trip is continued.

Trip Delay

The Insurer will reimburse up to \$100 a day to the Maximum Limit shown on the Schedule of Benefits if the Insured's Trip is delayed for 12 or more hours for Reasonable Additional Expenses until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable for only one delay per Insured, per Trip. Trip Delay must be caused by: (a) carrier delay; or (b) lost or stolen passport, travel documents, or money; or (c) quarantine; or (d) Natural Disaster; or (e) Injury or Sickness of the Insured or Traveling Companion.

Loss of Baggage and Personal Effects

The Insurer will reimburse up to the Maximum Limit shown on the Schedule of Benefits. The Insurer will pay for loss, theft, or damage to the Insured's Baggage, passports, and visas during the Insured's Trip. The Insurer will also pay for loss due to unauthorized use of the Insured's credit cards, if the Insured has complied with all credit card conditions imposed by the credit card companies.

Continuation of Coverage: If the covered Baggage, passports, and visas are in the charge of a charter or Common Carrier, and delivery is delayed, this coverage will continue until such property is delivered to the Insured. This coverage does not include loss caused by the delay.

If the Insured suffers more than one loss from an accident, the Insurer will pay only for the loss with the larger benefit. The Insurer will not pay more than 100% of the principal sum for all losses due to the same accident.

Loss of a hand or foot means complete severance at or above the wrist or ankle joint. Loss of sight of an eye means complete and irrecoverable loss of sight. Speech or hearing means entire and irrecoverable loss of speech or hearing in both ears.

Disappearance: If the Insured's body is not found within one year of the disappearance, forced landing, stranding, wrecking, or sinking of a conveyance in which he/she was an occupant, he/she will be presumed dead.

Additional Exclusion: In addition to the General Exclusions, the Insurer will not pay for loss caused by or resulting from Sickness or disease of any kind.

Payment of Claims

Claim Procedures: Notice of Claim: The Insured must call Travel Guard as soon as reasonably possible, and be prepared with what coverage the loss was under (i.e., Medical Expense), 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 complete the claim form and send it to the Insured for his/her review/signature. The completed form should be returned to Travel Guard, P.O. Box 47, Stevens Point, Wisconsin 54481 (Telephone: 1.866.385.4839). 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 Travel Guard no more than 90 days after a covered loss occurs or ends, or as soon after that as is reasonably possible. All claims under the coverage must be submitted to Travel Guard no later than one year after the date of loss or insured occurrence or as soon as reasonably possible. If Travel Guard has not provided claim forms within 15 days after the Notice of Claim, other proofs of loss should be sent to the Insurer by the date claims 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 paid on account of an Insured's death will be paid to: 1) his/her spouse, if living; 2) if not, in equal shares to his/her living children; 3) if there are none, in equal shares to his/her living parents; 4) if there are none, in equal shares to his/her living brothers and sisters; 5) if there are none, to his/her estate.

If a benefit is payable to the Insured's estate, or to a minor or other person who is incapable of giving a valid release, the Insurer may pay up to \$1,000 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 the Insurer to the extent of that payment. All other benefits will be payable to the Insured.

Benefits for Medical Expense/Emergency Medical Transportation 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.

Problems with your insurance? If so, do not hesitate to contact Travel Guard to resolve your problem at 1145 Clark Street, Stevens Point, WI 54481, or call 1.866.385.4839.

General Provisions

Acts of Agents – No agent or any person or entity has authority to accept service of the required proof of loss or demand arbitration on the Insurer's behalf nor to alter, modify, or waive any of the provisions of the policy.

Autopsy – The Insurer at its own expense, may require an autopsy where permitted by law.

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

Insurer's Recovery Rights – In the event of a payment under the policy, the Insurer is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Insurer any legal papers relating to that recovery, do whatever is necessary to help the Insurer exercise those rights, and do nothing after the loss to harm the Insurer's rights. When an Insured has been paid benefits under the policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Insurer by the Insured and reimbursed to the Insurer the extent of the Insurer's payment. The provision does not apply in North Carolina.

Legal Actions – No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 3 years (or the minimum period of time permitted by state law, if greater) after the date claim forms are due.

Payment of Plan Cost – Coverage is not effective unless all plan cost 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.

Notice to California residents: The plan contains disability insurance benefits or health insurance benefits, or both, that only apply during your covered Trip. You may have coverage from other sources that already provides you with these benefits. You should review your existing policies. If you have any questions about your current coverage, call your insurer or health plan.

Notice to Florida residents: The benefits of the policy providing your coverage are governed by the law of a state other than Florida.

Notice to North Carolina residents: This Description of Insurance provides all of the applicable benefits mandated by the North Carolina Insurance code, but is issued under a master policy located in another state and may be governed by that state's laws.

Notice to Texas residents: The policy may provide a duplication of coverage already provided by your personal auto insurance, homeowner's, personal liability policy, or other source of coverage.

Travel Guard® Assist*

All services provided are non-insurance services, not insurance benefits. Any costs associated with services will be paid by the named Insured.

24-HOUR MEDICAL ASSISTANCE

24-Hour Medical Monitoring: Physicians monitor the Insured's condition by maintaining close contact with the attending Physicians, his/her family Physician, and Immediate Family Members.

Medical Evacuation: Arrangements for any and all means necessary to transport the Insured 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 the Insured to be flown home.

Family Visit: If the Insured is 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 the Insured 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 provides emergency language support or referral to the appropriate local services.

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

Program fees are non-refundable.

Travel Guard

Travel Smart. Travel Insurance.

**When calling from the U.S., 1.866.385.4839.
When calling from abroad, call collect 1.715.295.5452.
We will coordinate your assistance needs
with the appropriate TGA Center.**

Benefits are payable up to the amount of coverage in the insurance policy provided through Travel Guard. Failure to call Travel Guard Assist may invalidate any payments applicable on your claim. TGA shall not be responsible for the availability, quality, or results of any medical treatment or the failure of the insured person to obtain medical treatment.