## State Notice and Privacy Notice:

This document is not applicable to residents of all states. Residents of Florida, Georgia, Indiana, New Hampshire, New York, Oregon, Pennsylvania, Utah, and Washington can obtain their state specific documents by visiting www.travelguard.com/fulfillment or by calling 1.800.208.0873. All states: To view and print a copy of our privacy notice, please visit www.travelguard.com/fulfillment.

## Description of Coverage

# Annual Individual Basic Plan

### SCHEDULE OF BENEFITS
### PER INDIVIDUAL

***This is an annual travel insurance program which provides coverage for all Trips taken and completed within 365 days of the date plan cost is paid. The maximums shown below are aggregate amounts which will diminish in value per paid claim during the insurance period.***

| | |
|---|---|
| Medical Expense | |
| Accident Medical Expense | $10,000 |
| Dental | $500 |
| Sickness Medical Expense | $10,000 |
| Dental | $500 |
| Emergency Evacuation | $100,000 |
| Repatriation of Remains | $25,000 |

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

Travel Medical Assistance
Worldwide Travel 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.

**008423 P1 07/11**



**PLEASE READ THIS DOCUMENT CAREFULLY!**

The Policy will contain reductions, limitations, exclusions and termination provisions. Full details of coverage are contained in the Policy. If there are any conflicts between the contents of this document and the Policy (form series T30337NUFIC), the Policy will govern in all cases. Insurance underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., with its principal place of business in New York, NY. Coverage may not be available in all states.

## DEFINITIONS

*(Capitalized terms within this Description of Coverage are defined herein)*

***"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.

***"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.

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

***"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.

***"Individual Coverage Term"*** means the period of time beginning on the date insurance coverage begins and ending on the date insurance coverage ends as specified in the Effective and Termination Dates section.

***"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) a Trip is scheduled; (d)while covered under the Policy.

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

***"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:

(a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
(b) meets generally accepted standards of medical practice;
(c) is ordered by a Physician and performed under his or her care, supervision, or order; and
(d) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

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

***"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 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 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.

***"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 60 days; travel must be more than 100 miles from the Insured's Primary Residence; travel is primarily by Common Carrier and only incidentally by private conveyance.

## ELIGIBILITY, EFFECTIVE & TERMINATION DATES

***Eligible Persons***

Persons eligible for insurance under the policy are any individuals who have or will purchase a plan for trips that are organized through educational institutions or clubs, or that are taken for the purpose of volunteer organization projects or non-profit organization projects.

***Insurance Effective Date:***

Insurance elected or provided for an Insured will take effect on the latest of:

(a) the Policy effective date;
(b) the date of enrollment for insurance;
(c) the effective date specified on the enrollment form; or
(d) the day after any required plan cost has been paid.

Any required payment must be made on the earlier of the following: any date within 30 days after final payment is made for the first Trip to be covered by this plan and the day before the scheduled Departure Date for the first Trip to be covered by this plan.



***Coverage Effective Date:***

All 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 a Trip, taken during the Individual Coverage Term

provided any required plan cost has been paid.

***Insurance Termination Date:*** Insurance elected by an Insured will end on the earliest of

(a) 365 days from the date of the Insured's Effective Date of insurance or;
(b) the date the Insured requests, in writing, that his or her insurance be terminated.

***Coverage Termination Date:*** All coverage ends on the earlier of:

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

## 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, carabineers, 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, or 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) PRE-EXISTING MEDICAL CONDITION EXCLUSION: 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 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.

## 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*** are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible. 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. In the event the Insured's Injury or Sickness prevents prior authorization of the Emergency Evacuation, Travel Guard (1.800.208.0873 or collect 1.715.295.5452) must be notified as soon as reasonably possible.

***Special Limitation:*** In the event Travel Guard could not be contacted to arrange for emergency Transportation, benefits are limited to the amount the Insurer would have paid had the Insurer or their authorized representative been contacted.

The Insurer will also pay a benefit for Reasonable and Customary Charges incurred for an escort's transportation and accommodations if an attending Physician recommends in writing that an escort accompany the Insured.



***Emergency Evacuation means:***

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

**LIMITATIONS:**

(a) Benefits are only available under Emergency Evacuation if they are not provided under another coverage in the plan.
(b) The Maximum Limit payable for both Emergency Evacuation and Repatriation of Remains is shown in the Schedule.

**ADDITIONAL BENEFIT**

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

**REPATRIATION OF REMAINS**

The Insurer will pay Repatriation Covered Expenses up to the Maximum Limit shown on the Schedule to return the Insured's body to city of burial if he/she dies during the Trip.

***Repatriation Covered Expenses*** include, but are not limited to, the reasonable and customary expenses for transportation, of the remains according to airline tariffs, by the most direct and economical conveyance and route possible.

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

***Special Limitation:*** In the event the Insurer or the Insurer's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Insurer would have paid had the Insurer or their authorized representative been contacted.

## PAYMENT OF CLAIMS

***Claim Procedures: Notice of Claim:*** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, cruise line, or charter operator), the Trip dates, 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 1.800.208.0873). All claims of California residents will be administered by Mercury Claims Administrator Services, LLC. All claims of Tennessee residents will be administered by Mercury Claims and Assistance of WI, 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 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 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.

***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 provision applies to Medical Expense, 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).

## 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 benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The 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 premium 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.

## STATE SPECIFIC NOTICES

***Notice to Colorado Residents:***

T30341NUFIC-CO

The phrase "or insane" is deleted from the intentionally self-inflicted Injury, suicide or attempted suicide exclusion when

it applies to Medical Expense Benefit and Emergency Evacuation.

***Notice to Connecticut Residents:***

T30341NUFIC-CT

The definition of Hospital with respect to the military or veterans hospital is amended to add "for which no charge is normally made".

The definition of Medically Necessary is deleted in its entirety and replaced with the following:

"Medically Necessary" means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing, or treating an illness, Injury, disease, or its symptoms, and that are (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site, and duration and considered effective for the patient's illness, Injury, or disease; and (3) not primarily for the convenience of the patient, physician, or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, Injury, or disease. "Generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

The following definitions are added:

"Intoxication" means a person with an elevated blood alcohol content of a ratio of alcohol in the blood of such person that is eight-hundredths of one percent or more of alcohol, by weight or such person has sustained such Injury while under the influence of intoxicating liquor or any drug or both.

"Riot" means a tumultuous disturbance of the public peace by three or more persons assembled together and acting with a common intent.

The General Exclusion relating to suicide and Mental, Nervous and Psychological Disorders does not apply to the medical benefits.

The General Exclusion relating to use of drugs is deleted in its entirety and replaced with the following: "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 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 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.

***Notice to Washington DC Residents:***

T30341NUFIC-DC

The Pre-existing Medical Condition Exclusion is amended as follows:

PRE-EXISTING MEDICAL CONDITION EXCLUSION: 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 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 by 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 (j) and (l) are amended to add "except as state mandates".

***Notice to Illinois Residents:***

T30341NUFIC-IL

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".

***Notice to Kansas Residents:***

T30341NUFIC-KS

The Subrogation Provision in the Additional Claims Procedures section is amended by adding: Medical coverage will not be subrogated.

The expiration period in the Legal Actions provision in the General Provisions section is amended to read 5 years.

"The Concealment or Fraud provision has been amended to add: A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for

personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

***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;"

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

The Family Member definition is amended to delete Domestic Partner.

The Disagreement Over Size of Loss provision.

***Notice to Nevada Residents:***

T30341NUFIC-NV

The General Exclusions section is amended to delete the following exclusion: "use of drugs, narcotics or alcohol, unless 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.

The following notice is added: This plan includes all of the applicable benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws."

The pre-existing conditions exclusion is amended to delete reference to "first manifested" and to replace "a reasonable person" with "a person".

***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.

The "alcohol or substance abuse or treatment for the same" exclusion in the Medical Expenses Benefit Exclusions is deleted in its entirety.

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 attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

The Disagreement Over Size of Loss provision is amended as follows:

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 within 30 days of the date of the disagreement notice. Within 30 days after the demand, the Insured and the Insurer each select their own competent appraiser and notify the other party. 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 or request selection by the courts within 30 days of the appraisers' opinions. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) or the court, will be binding. The appraiser selected by the

Insured is paid by the Insured. The Insurer will pay the appraiser it chooses. The Insured will share with us the cost for the arbitrator and the appraisal process.
The Legal Actions provision is amended to change the expiration period from 60 days to 90 days.
The Pre-Existing Medical Condition Exclusion is amended to remove "first manifested itself" and to replace "reasonable person" with "ordinarily prudent person".
The following provisions are added:
**TEXAS LAWS GOVERN POLICIES.** Any contract of insurance payable to any citizen or inhabitant of this State by any insurance company or corporation doing business within this State shall be held to be a contract made and entered into under and by virtue of the laws of this State relating to insurance, and governed hereby, notwithstanding such policy or contract of insurance may provide that the contract was executed and the premiums and policy (in case it becomes a demand) should be payable without this State, or at the home office of the company or corporation issuing the same.
**ELECTED OFFICIALS.** An insurer may not cancel or refuse to renew an insurance policy based solely on the fact that the policyholder is an elected official.

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**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

**1.800.551.0824**

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

**1.800.252.3439**

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

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the 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 informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de National Union Fire Insurance Company of Pittsburgh, Pa. para informacion o para someter una queja al:

**1.800.551.0824**

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

**1.800.252.3439**

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

**UNA ESTE AVISO A SU POLIZA:**

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

***Notice to Vermont Residents:***

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Vermont law requires that health insurers offer coverage to parties to a Civil Union that is equivalent to coverage provided to married persons. This endorsement is made a part of and amends the Policy or Description of Coverage on the later of: (1) 1/1/2001; or (2) the Policy Effective Date; or (3) the Description of Coverage Effective Date, to which this Endorsement is attached. It is subject to all of the provisions, limitations, and exclusions of the Policy or Description of Coverage except as they are specifically modified by this Endorsement.
1.The definition of Civil Union is added to and made a part of the Definitions section.
**Civil Union –** means that two eligible persons have established a relationship pursuant to 15 V.S.A. chapter 23



of Vermont's Statues and may receive the benefits and protections and be subject to the responsibilities of spouses.
2.The definition of Party(ies) to a Civil Union is added to and made a part of the Definitions section.
**Party(ies) to a Civil Union –** means an Insured who has established a Civil Union with another person pursuant to 15 V.S.A. chapter 23 and 18 V.S.A. chapter 106.
3.The definitions, terms, conditions or any other provisions of 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. As provided in this Endorsement the term child or covered child shall mean a child (natural, stepchild, legally adopted child, a minor, or a disabled child) who is: (1) dependent on the Insured for support and maintenance; and (2) born to or brought to: (a) a marriage; or (b) a Civil Union established according to Vermont law.
5.The 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.

***Notice to Wisconsin Residents:***

T30341NUFIC-WI

The Subrogation provision is amended to add the following language:

The Insurer's right of subrogation will not be invoked until benefits to which the Insured is entitled under the Policy are paid to or on behalf of the Insured, and the Insured has been made whole and is fully compensated for damages.

The Concealment or Fraud provision is deleted and replaced with the following language:

**Concealment or Fraud:** The Insurer does not provide benefits for any Loss incurred if the Insured has intentionally concealed or misrepresented any material fact or circumstance which impacts payment of such Loss.

The Proof of Loss provision is deleted and replaced with the following language:

**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 by the Insured to give notice within such time does not invalidate or reduce the claim unless the Insurer is prejudiced by the failure to give notice within such time.

**The Payment of Claims: When Paid:** is deleted and replaced with the following language:

**Payment of Claims: When Paid:** Claims will be paid as soon as Travel Guard receives complete proof of Loss and verification of age, but not later than 30 days.



## ASSISTANCE SERVICES*

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

**Travel Medical Assistance**

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- 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
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information



*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.

TRAVEL GUARD®
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**24-Hour Emergency Assistance**
**Telephone Numbers**
USA.....**1.800.208.0873**
International.....**1.715.295.5452**
***Be sure to use the appropriate country and city codes when calling.***
- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

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