

# Travel Insurance Select Plus Option

Coverage is only available to Washington residents.

## DECLARATIONS PAGE

All benefits apply to the individual Trip

### TRIP CANCELLATION BENEFIT

Maximum Limit 100% of Trip Cost Per Insured

### TRIP INTERRUPTION BENEFIT

Maximum Limit 125% of Trip Cost Per Insured

### TRIP DELAY BENEFIT

Maximum Limit \$1,000 per Insured, \$200 per day limit

### BAGGAGE & TRAVEL DOCUMENTS BENEFIT

Maximum Limit \$1,000 per Insured

Maximum Limit of Liability for Continuation \$1,000 per Insured

Baggage Protection Benefit \$1,000 per Insured

### BAGGAGE DELAY BENEFIT

Maximum Limit \$100 per Insured

### CHANGE YOUR MIND COVERAGE BENEFIT

This benefit is not available under your policy.

### COLLISION DAMAGE WAIVER BENEFIT

This benefit is not available under your policy.

### PET CARE HOME ALONE BENEFIT

This benefit is not available under your policy.

### HOTEL OVERBOOKING BENEFIT

This benefit is not available under your policy.

### TOUR OPERATOR/AIRLINE DEFAULT BENEFIT

Trip Cost Per Insured

### ACCIDENT AND SICKNESS MEDICAL EXPENSE BENEFIT

Maximum Limit \$50,000 per Insured

Benefit Period Only during trip

Dental Maximum 90 days

Physical Therapy Benefit Period After Return 90 days

### EMERGENCY MEDICAL TRANSPORTATION BENEFIT

Maximum Limit \$100,000 per insured

### ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

Maximum Limit \$25,000

Principal Sum \$25,000

### FLIGHT GUARD BENEFIT

Principal Sum This benefit is not available under your policy.

### PRE-EXISTING CONDITION EXCLUSION

Time Period 60 days

### PRE-EXISTING CONDITION EXCLUSION WAIVER

Time Period 15 days

Round Maximum Trip Duration = 365 Days; One-Way = 31 Days;

T30252NUFIC-WA

The Company will pay the benefits described in this Policy. The Policy and any attached Riders are issued based on the statements made in the Insured's application for this insurance and in return for payment of the required premiums. Please refer to the Declarations Page for specific information about the program of insurance purchased.

This Policy is issued for a single term as stated in the Declarations Page.

## NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270

(212) 770-7000

(a capital stock company, herein referred to as the Company)

### SATISFACTION GUARANTEE

If the Insured is not completely satisfied with this Policy, he/she may return in within 10 days of purchase and the Company will give the Insured a full refund provided he/she has not already departed on his/her Trip or filed a claim.

The President and Secretary of the National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy.

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### PLEASE READ THIS POLICY CAREFULLY FOR THE FULL DETAILS OF YOUR COVERAGE.

#### DEFINITIONS

**Accident.** An unexpected, unintended, unforeseeable event causing Injury, property damage, or property loss. The Accident must happen while the Insured is covered under the Policy.

**Actual Cash Value.** Purchase price less depreciation.

**Aircraft.** Any air conveyance that:

- (a) is organized and licensed for the transportation of passengers for hire;
- (b) is piloted by a person who has a valid and current certificate of competency or a rating that authorizes him or her to pilot the aircraft; and
- (c) is not operated by the militia or armed forces of any state, national government or international authority.

**Baggage.** Luggage and personal possessions, whether owned, borrowed or rented, taken by the Insured on the Trip.

**Common Carrier.** A vehicle or service licensed to carry passengers for hire on a regularly scheduled basis.

**Complication of Pregnancy.** 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.

**Default.** 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.** The place where the Insured expects to travel on his/her Trip, as shown on the Application.

**Doctor.** A government-licensed practitioner of the healing arts including accredited Christian Science Practitioners, acting within the scope of his/her license. The treating Doctor may not be the Insured, Family Member or Traveling Companion.

**Family Member.**

- Traveling Companion(s);
- Insured's or Traveling Companion's:
- spouse;
- child;
- parent;
- sibling;

- grandparent or child;
- step-parent, child or sibling;
- son- or daughter-in-law;
- parents-in-law;
- brother- or sister-in-law;
- aunt;
- uncle;
- niece or nephew;
- legal guardian;
- legal ward.

• the Insured's Business Partner. Business Partner means someone who is a majority stockholder, managing officer, or majority owner of the company.

**Financial Default.** Either (i) the complete suspension of operations due to financial circumstances, whether or not a bankruptcy petition is filed; or (ii) a partial suspension of operations following a filing of a bankruptcy petition.

**Home.** The Insured's principle or secondary place of residence.

**Initial Trip Payment.** The date the first deposit is made to the Insured's Travel Agent toward the cost of his/her Trip.

**Injury.** A bodily Injury, caused by an Accident resulting directly and independently of all other causes in loss covered by the Policy that requires treatment by a Doctor. The Accident must happen while the Insured is covered under this Policy.

**Insured.** The person named on the individual Application.

**Rental Return Date.** The return date listed on the car rental agreement.

**Rental Start Date.** The rental date listed on the car rental agreement.

**Return Destination.** The place to which the Insured expects to return from his/her Trip.

**Sickness.** An illness, disease, or injury that requires treatment by a Doctor. A Complication of Pregnancy is considered a Sickness.

**Strike.** A stoppage of work:

- (a) announced, organized and sanctioned by a labor union; and
- (b) that interferes with the normal departure and arrival of a Common Carrier. Included in the definition of strike are work slowdowns and sick-outs.

**Terrorist Incident.** An act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

Coverage will only be provided if the Terrorist Incident occurs in a City:

- (a) listed on the Insured's travel itinerary; or
- (b) in which the Insured is otherwise scheduled to arrive within thirty days of the Terrorist Incident.

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

**Travel Agent.** 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.

**Traveling Companion.** A person whose name appears with the Insured's on the same Trip arrangement and who, during the entire Trip, will share accommodations with the Insured in the same room, cabin, condominium unit, apartment unit, or other lodging.

**Trip.** Trip or tour arranged for the Insured. It includes direct flight connections to join and depart the arranged Trip, provided such flights are scheduled to commence during the Insured's Term of Coverage. To be covered under the Policy the Insured's Trip must be:

- (1) A period of round-trip travel away from Home to a Destination outside of 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 the Maximum Duration shown in the Declarations Page; and the Insured's destination is not to another Home; travel is primarily by Common Carrier and only incidental by private conveyance; or
- (2) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their Trip outside the U.S., if returning to the U.S.); 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 arrival dates and defined departure and arrival places specified when the Insured applies; travel is

primarily by Common Carrier and only incidentally by private conveyance; and the Trip does not exceed the Maximum Duration shown in the Declarations Page.

**Trip Completion Date.** 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 shown on the individual Application.

**Trip Departure Date.** The date on which the Insured is originally scheduled to leave on his/her Trip. This date is shown on the individual application.

**Unforeseen.** Not anticipated or expected and occurring after the effective date of the Policy.

#### DESCRIPTION OF COVERAGES

##### **TRIP CANCELLATION**

The Company will pay this benefit up to the Maximum Limit shown in the Declarations Page if a Trip is cancelled for the Insured, due to any of the following Unforeseen reasons prior to the scheduled Trip Departure Date:

- (a) Sickness, Injury, or death of an Insured or Family Member or Traveling Companion. Injury or Sickness must be so disabling as to reasonably cause a Trip to be canceled. If the Insured must cancel the Trip due to Injury or Sickness of a Family Member, it must be because their condition is life-threatening, or because the Family Member requires the Insured's care. Cancellation due to death of a Family Member or Traveling Companion are covered only if the death occurs within 30 days of the Insured's scheduled Trip Departure Date.
- (b) Financial Default of an airline, cruise line or tour operator resulting in the complete cessation of services. Excluded is the organization from which the Insured purchased his/her Trip or this coverage. Financial Default occurring on or before the effective date or less than fourteen days after the effective date (day one is the effective date) will not be covered. This coverage applies only if insurance was purchased within seven calendar days of the Initial Trip Payment. (Day one is the Initial Trip Payment date.)
- (c) Weather conditions causing cancellation of travel.
- (d) The Insured's home or Destination being made uninhabitable by fire, flood, vandalism or natural disaster.
- (e) Insured or a Traveling Companion being subpoenaed, required to serve on jury duty, hijacked or quarantined.
- (f) Strike resulting in the complete cessation of travel services.
- (g) A Terrorist Incident in a City listed on the insured's itinerary within the number of days shown on the Declarations Page of the Insured's scheduled arrival. The Insured's Tour Operator (if applicable) must not have offered a substitute itinerary. Coverage for travel to or through countries in which such a documented reported incident has occurred in the 6 months prior to purchase of the insurance is excluded. Losses resulting due to the issuance of travel advisories, bulletins or alerts; war or acts of war; civil disorder, riot or unrest; bomb scares or threats of terrorist activity; or terrorist activity against any Common Carrier (e.g., airline or cruise line) are not covered.

In addition to the General Exclusions, coverage is not provided for losses caused by or resulting from:

- (1) Carrier caused delays, including an announced, organized, sanctioned union labor Strike that affects public transportation, unless the Policy 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;
- (2) Travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in the Policy;
- (3) Changes made by the Insured, a Family Member, or a Traveling Companion, for any reason;
- (4) Financial circumstances of the Insured, a Family Member, or a Traveling Companion;
- (5) Any business or contractual obligations of the Insured, a Family Member, or a Traveling Companion;
- (6) Default by the person, agency, or tour operator from whom the Insured bought his/her coverage or purchased his/her travel arrangements;
- (7) Any government regulation or prohibition;
- (8) An event or circumstance that occurs prior to the effective date of coverage, whether known to the Insured or not; or
- (9) Failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements.

##### **Trip Cancellation Benefits:**

The Company will pay for the following:

- (a) Forfeited, non-refundable, prepaid deposits or payments, or unused prepaid payments or deposits. If the Insured's claim is covered due to the Pre-Existing Medical Conditions Exclusion Waiver, the Company will not pay any cancellation penalties to which the Insured was subject prior to the purchase of this coverage. If the Insured fails to notify the appropriate travel supplier(s) of his/her cancellation within 72 hours of becoming aware of the need to cancel, the Company will pay only the cancellation penalties to which the Insured was subject at the time of becoming aware of the need to cancel. If the Insured is medically unable to notify the appropriate travel supplier within 72 hours, he/she must notify them as soon as medically possible.
- (b) The charge for a single supplement if the Insured's Traveling Companion or traveling Family Member's Trip is cancelled but the Insured's is not.

##### **TRIP INTERRUPTION**

The Company will pay this benefit up to the Maximum Limit shown in the Declarations Page if a Trip is interrupted for the Insured, due to any of the following Unforeseen reasons:

- (a) Sickness, Injury, or death of an Insured or a Family Member or a Traveling Companion. Injury or Sickness must be so disabling as to reasonably cause a Trip to be interrupted. If the Insured must interrupt the Trip due to Injury or Sickness of a Family Member, it must be because their condition is life-threatening, or because the Family Member requires the Insured's care. Cancellation due to death of a Family Member or Traveling Companion are covered only if the death occurs within 30 days of the Insured's scheduled Trip Departure Date.
- (b) Financial Default of an airline, cruise line or tour operator resulting in the complete cessation of services. Excluded is the organization from which the Insured purchased his/her Trip or this coverage. Financial Default occurring on or before the effective date or less than fourteen days after the effective date (day one is the effective date) will not be covered. This coverage applies only if insurance was purchased within seven calendar days of the Initial Trip Payment. (Day one is the Initial Trip Payment date.)
- (c) Weather conditions causing interruption of travel.
- (d) The Insured's Home or Destination being made uninhabitable by fire, flood, vandalism or natural disaster.
- (e) The Insured or a Traveling Companion being subpoenaed, required to serve on jury duty, hijacked or quarantined.
- (f) Strike resulting in the complete cessation of travel services.
- (g) A Terrorist Incident in a City listed on the insured's itinerary within the number of days shown on the Declarations Page of the Insured's scheduled arrival. The Insured's Tour Operator (if applicable) must not have offered a substitute itinerary. Coverage for travel to or through countries in which such a documented reported incident has occurred in the 6 months prior to purchase of the insurance is excluded. Losses resulting due to the issuance of travel advisories, bulletins or alerts; war or acts of war; civil disorder, riot or unrest; bomb scares or threats of terrorist activity; or terrorist activity against any Common Carrier (e.g., airline or cruise line) are not covered.

In addition to the General Exclusions, coverage is not provided for losses caused by or resulting from:

- (1) Carrier-caused delays including an announced, organized, sanctioned labor union Strike that affects public transportation, unless the Policy 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, except as provided elsewhere in this Policy.
- (2) Travel arrangements cancelled by an airline, cruise line, or tour operator, except as provided elsewhere in this Policy.
- (3) Changes by the Insured, a Family Member or a Traveling Companion, for any reason.
- (4) Financial circumstances of the Insured, a Family Member or a Traveling Companion.
- (5) Any business or contractual obligations of the Insured, a Family Member or a Traveling Companion.
- (6) Default by the person, agency, or tour operator from whom the Insured bought his/her coverage or purchased his/her travel arrangements.

(7) Any government regulation or prohibition.

(8) An event or circumstance that occurs prior to the effective date, whether known to the Insured or not.

(9) Failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements.

##### **Trip Interruption Benefits:**

The Company will pay for the following:

- (a) Forfeited, non-refundable, unused prepaid payments or arrangements 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; or
- (c) Additional transportation expenses incurred by the insured to reach the original Trip Destination if the Insured is delayed and leaves after the Trip 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 resulting from 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.

##### **TRAVEL DELAY**

The Company will pay incurred expenses up to the Maximum Limit shown on the Declarations Page if the Insured's Trip is delayed for more than 12 hours for reasonable, additional accommodations and traveling expenses until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable for only one delay for all Insureds covered under the Policy. Travel Delay must be caused by:

- (a) Carrier delay;
- (b) Lost or stolen passport, travel documents or money;
- (c) Quarantine;
- (d) Natural disaster;
- (e) Insured being delayed by a traffic accident while en route to a departure;
- (f) Hijacking;
- (g) Unannounced Strike;
- (h) Inclement weather that prohibits Common Carrier departure.

Payments for additional accommodation expenses will not exceed \$100 per day per individual up to the Maximum Limit shown in the Declarations Page.

##### **BAGGAGE AND TRAVEL DOCUMENTS**

The Company will pay this benefit up to the Maximum Limit shown on the Declarations Page. The Company will pay for all direct loss due to Accident to the Insured's Baggage, passports and visas during the Insured's Trip. There is a maximum of \$4,000 per traveling group.

**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 up to the Maximum Limit of Liability shown on the Declarations Page until such property is delivered to the Insured. This coverage does not include loss caused by the delay.

**Property Not Covered:** The Company will not pay for damage or loss of:

- (a) Animals;
- (b) Bicycles (except when checked with a Common Carrier);
- (c) Motor vehicles, aircraft, and other conveyances;
- (d) Artificial limbs, false/artificial teeth, any type of eyeglasses, sunglasses or contact lenses; hearing aids;
- (e) Tickets, keys, money, notes, securities, accounts, bills, currency, deeds, food stamps or other evidence of debt, credit cards 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 Trip Departure Date; or
- (h) Contraband.

Special Limitation: The Company will not pay more than \$500 for the first item, and thereafter, no more than the Additional Item Limit up to the Maximum Limit of coverage shown in the Declarations Page. The Company will not pay more than \$500 aggregate on all losses for jewelry, watches, gems,

furs, cameras and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items.

Items over \$150 should be accompanied by original receipts. If receipts are not provided, benefits may be reduced.

**Additional Exclusions:**

The Company will not pay this benefit for loss due to:

- (a) Defective materials or craftsmanship;
- (b) Normal wear and tear;
- (c) Deterioration; or
- (d) Rodents, animals or insects;

**Payment of Loss:** The Insured must (a) report theft losses to the police or other authorities as soon as possible, (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs. The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage; (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment; (d) sent sworn proof of loss as soon as possible from the date of loss, providing the amount of the 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 reduce his/her loss. Any items costing more than \$150 must be accompanied by the original receipts.

This coverage is excess over any other coverage or indemnity provided by a Common Carrier.

**BAGGAGE DELAY BENEFIT**

The Company will pay incurred expenses up to the Maximum Benefit shown on the Declarations Page for the cost of reasonable, additional clothing and personal articles purchased by the Insured during the Trip if the Insured's Baggage is delayed for more than 24 hours. 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. The Company will also pay the reasonable cost to return the Insured's Baggage to his/her Home, up to the Insured's Maximum Limit of coverage.

**Payment of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the emergency purchases.

**CHANGE YOUR MIND COVERAGE**

The Company will pay up to \$250 of Insured's cancellation penalties for cancellation of a scheduled Trip by the Insured prior to the Trip Departure Date shown on the Application because of a change in the Insured's plans.

Other than this payment, no benefits are payable for loss caused by the Insured changing his/her plans. The Change Your Mind Coverage benefit will not be paid in combination with any other benefit, and is only in effect if the insurance was purchased within 7 days of the initial Trip deposit.

**COLLISION DAMAGE WAIVER**

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

If the Insured rents a car while on his/her Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within the Insured's control while in his/her possession, or the car is stolen while in the Insured's possession and not recovered, the Company will pay the lesser of:

- (a) the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) the Actual Cash Value of the car.

Coverage is provided to the Insured and his/her Traveling Companion, provided the Insured and his/her Traveling Companion are licensed drivers, and are listed on the rental agreement. This coverage is primary to other forms of insurance or indemnity.

In addition to the General Exclusions, coverage is not provided for loss due to: (a) any obligation the Insured or his/her Traveling Companion assumes under any agreement except insurance collision deductible;

(b) Rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles; Exotic Vehicle includes Alfa Romeo; Aston Martin; Auburn; Avanti; Bentley; Bertone; BMC/Leyland; BMW M Series; Bradley; Bricklin; Cosworth; Citroen; Clenet; De Lorean; Excalibre; Ferrari; Fiat; Iso; Jaguar; Jensen; Jensen Healy; Lamborghini; Lancia; Lotus; Maserati; MG; Morgan; Opel; Pantera; Panther; Pininfarina; Rolls Royce; Stutz; Sterling; Triumph; TVR and Yugo and any other vehicle with an original cost new of \$50,000 or more.

(c) any loss that occurs if the Insured or his/her Traveling Companion are in violation of the rental agreement;

(d) failure to report the loss to the proper local authorities and the rental car company; or

(e) damage to any other vehicle, structure or person as a result of a covered loss.

**The Insured's Duties In The Event Of Loss:** The Insured must: take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; report the loss to the appropriate local authorities and the rental company as soon as possible; obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number; and provide the Company with all documentation, such as the rental agreement, police report and damage estimate.

**PET CARE HOME ALONE**

The Company will pay the Insured up to \$25 per day up to a maximum of \$200 in total for any one claim to cover additional boarding fees incurred after the first 24 hours of the Insured's delayed return from the Insured's Trip due to in-patient treatment overseas and as a result the Insured's pet exceeding a pre-booked period of accommodation within a recognized boarding kennel, cattery or animal shelter.

In addition to the General Exclusions, this benefit does not cover:

- 1) Claims that are not substantiated by a written report from the boarding kennel, cattery or animal shelter; and
- 2) Any fees incurred in the first 24 hours or that did not form part of the original pre-booked duration for the Insured's pet.

**HOTEL OVERBOOKING**

The Company will pay up to \$150 in additional lodging expenses for one night for each room guaranteed or confirmed through the Insured's Travel Agent that is oversold if the Insured's hotel is unable to provide reasonable, alternative accommodations.

**TOUR OPERATOR/AIRLINE DEFAULT**

The Company will reimburse the Insured's lost deposits due to the Financial Default of any airline or tour operator up to the Maximum Limit shown in the Declarations Page. Default by the person, agency or tour operator from whom the Insured purchased travel arrangements or this coverage is excluded.

**INDIVIDUAL INSURANCE PROVISIONS**

Persons eligible for insurance under the Policy are any travelers provided they are booking through a properly licensed Travel Agent/Agency located in the U.S. and pay the required premium, and provided they have not already departed on their Trip.

**Effective Date:** After premium is paid by the Insured and the Application is completed and signed, TRIP CANCELLATION BENEFIT and CHANGE YOUR MIND BENEFIT, (if applicable) will be effective:

- (a) at 12:01 a.m. on the day after the Application is postmarked to if coverage is purchased by mail;
- (b) at 12:01 a.m. on the day after the Application is phoned in to if coverage is purchased by phone;
- (c) at 12:01 a.m. on the day after the Application is faxed to if coverage is purchased by facsimile; or
- (d) at 12:01 a.m. on the day after the Application is completed online.

All other coverages will begin on the later of:

- (a) the date and time the Insured starts his/her Trip, or
  - (b) the scheduled Trip Departure Date shown on the Application;
- Termination Date: All coverage ends on the earliest of:

- (a) the date the Trip is completed;

- (b) the scheduled Trip Completion Date shown on the Application;
- (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.

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 Unforeseen 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
- 7 days after the date the Trip was scheduled to be completed.

**GENERAL EXCLUSIONS**

These exclusions apply to all benefits. They apply in addition to any exclusions that apply to a particular benefit (called "Additional Exclusions"). The Policy does not cover loss caused by:

- (a) Intentionally self-inflicted harm, suicide, or attempted suicide while sane or insane;
- (b) Pregnancy, childbirth, or elective abortion, other than Complications of Pregnancy;
- (c) Participation in professional athletic events, semi-professional, organized or interscholastic team 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 disturbance, disorder, insurrection or riot;
- (f) Operating or learning to operate, any aircraft, as a 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 whether insured or not;
- (j) Nuclear reaction, radiation, or radioactive contamination;
- (k) Mental, psychological or nervous disorders including anxiety, depression, neurosis or psychosis;
- (l) Military duty or service; or
- (m) The use of drugs, narcotics or alcohol, unless administered upon the advice of a Doctor.

**Limitation:** We will not pay benefits under this Policy if the Trip Departure Date and Trip Completion Date shown in the Insured's application do not reflect the Insured's intent to start and end the Trip on those dates or if the Insured's tickets do not contain specific travel dates (open tickets).

**Pre-existing Medical Condition Exclusion Applicable To All Coverages**

The Policy will not pay for loss or expense incurred as the result of Injury or Sickness of an Insured or Family Member that manifests itself during the Time Period, shown on the Declarations Page, immediately preceding and including the Effective Date, unless the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout this Time Period. A Sickness has manifested itself when: (a) medical care, treatment or diagnosis has been given; or (b) there exist symptoms that would cause a reasonably prudent person to seek diagnosis, care, or treatment.

Pre-existing Medical Condition Exclusion Waiver

If insurance was purchased within the Time Period, shown on the Declarations Page, of Initial Trip Payment, the Pre-Existing Medical Condition Exclusion will be waived. This is applicable to all coverages contained in the Policy. The Insured must be medically able to travel when the Insured pays the premium. In the event that a claim is filed, the Injury or Sickness must be substantiated to the Company's Claims Department.

**PAYMENT OF CLAIMS**

**Claim Procedures; Notice of Claim:** The Insured must call the Company as soon as reasonably possible, and be prepared with what coverage the loss was under (i.e. Trip Interruption), 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. The Company will complete the claim form and send it to the Insured for his/her review/signature. This completed form should be returned to the Company.

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to the Company no more than 90 days after a covered loss occurs or ends, or as soon after that as is reasonably possible, but in no event later than one year after the date of loss or insured occurrence. If the Company has not provided claim forms within 15 days after the notice of claim, other proofs of loss should be sent to the Company by the date claim forms would be due. This proof of loss should include written proof of the occurrence, type and amount of loss.

**Payment of Claims: When Paid:** Claims will be paid as soon as the Company receives complete proof of loss and verification of age.

**Payment of Claims: To Whom Paid:** All benefits payable will be paid to the Insured, if living, or in the case of the Insured's death, to the Insured's estate.

#### **GENERAL PROVISIONS**

**Payment of Premium** – Coverage is not effective unless all premium due has been paid prior to a date of loss or insured occurrence.

**Legal Actions** - No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 12 months (or the minimum period of time permitted by state law, if greater) after the date claim forms are due.

**Choice of Law** – The terms, conditions and provisions of this Policy are governed by the substantive law of the State of Washington, and all disputes hereunder shall be governed and determined by the law of the State of Washington.

**Transfer of Coverage** - Coverage under the Policy cannot be transferred by the Insured to anyone else without the prior written consent of the Company.

**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 Company's behalf nor to alter, modify or waive any of the provisions of the Policy.

**Concealment or Fraud**-The Company does not provide coverage for the Insured if the Insured, with the intent to deceive, concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**Examination Under Oath** - As often as the Company may reasonably require, the Insured must submit to examinations under oath, and provide the Company with receipts, proof of travel, proofs of purchase or other records as may be required including, but not limited to, medical records, Hospital records, death certificates and original receipts/bills.

**Company's Recovery Rights** – In the event of a payment under this Policy, the Company 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 Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm Company's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the Company's recovery rights are secondary to the Insured's rights. The Company may recover only after the Insured has been fully reimbursed.

**Termination of the Policy** – Termination of the Policy will not affect a claim for a loss that occurs while the Policy is in force.

**Policyholder Notice** – Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aigproducercompensation.com](http://www.aigproducercompensation.com) or by calling AIG at 1-800-706-3102

The Company will pay the benefits described in this Policy. The Policy and any attached Riders are issued based on the statements made in the Insured's application for this insurance and in return for payment of the required premiums. Please refer to the Declarations Page for specific information about the program of insurance purchased by the Insured.

This Policy is issued for a single term as stated in the Declarations Page.

#### **SATISFACTION GUARANTEE**

If the Insured is not completely satisfied with this Policy, he/she may return it to the Company or its authorized agent within 10 days of the purchase and the Company will give the Insured a full refund provided he/she has not already departed on his/her Trip or filed a claim.

The President and Secretary of the National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy.

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#### **PLEASE READ YOUR POLICY CAREFULLY.**

#### **DEFINITIONS**

**Accident.** An unexpected, unintended, unforeseeable event causing Injury. The Accident must happen while the Insured is covered under the Policy.

**Aircraft.** Any air conveyance that:

- (a) is organized and licensed for the transportation of passengers for hire;
- (b) is piloted by a person who has a valid and current certificate of competency or a rating that authorizes him or her to pilot the aircraft; and
- (c) is not operated by the militia or armed forces of any state, national government or international authority.

**Business Partner.** A person who shares:

- (a) in a legal business relationship created by voluntary association as a co-owner with the Insured; and
- (b) in the management of the Insured's business.

**Common Carrier.** A vehicle or service licensed to carry passengers for hire on a regularly scheduled basis.

**Complication of Pregnancy.** A condition whose 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.

**Dependent.** The Insured's:

- (a) Spouse; and
- (b) an unmarried child who is under age 25, lives with the Insured in a parent-child relationship and/or who relies on the Insured for financial support (includes natural, step, legally adopted children and grandchildren traveling without a parent who accompanies the Insured on the entire Trip).

**Destination.** The place where the Insured expects to travel on his/her Trip, as shown on the Application.

**Doctor.** A licensed practitioner of the healing arts, acting within the scope of his/her license. The treating doctor may not be the Insured, Family Member or Traveling Companion.

**Elective Treatment.** Means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by the Company to be research or experimental or that is not recognized as a generally accepted medical practice.

**Family Member.**

- (a) The Insured's Traveling Companion(s); and
- (b) The Insured's or Traveling Companion's: Spouse; child; parent; sibling; grandparent or child; step-parent, child or sibling; son- or daughter-in-law; parents-in-law; brother- or sister-in-law; aunt; uncle; niece or nephew; legal guardian; and legal ward. It also means the Insured's Business Partner. "Business Partner" means someone who is a majority stockholder, managing officer, or majority owner of the company. They all must reside in the U.S. or Canada at the time of purchase of the Policy.

**Home.** The Insured's principle or secondary place of residence.

**Hospital.** An institution that:

- (a) holds a valid license (if licensing is required);
- (b) is run mainly for the care and treatment of sick or injured persons as in-patients;

- (c) has a staff of one or more Doctors 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, drug addicts, alcoholics or persons with mental or nervous disorders.

**Initial Trip Payment.** The date the first deposit is made to the Insured's Travel Agent toward the cost of his/her Trip.

**Injury.** Bodily injury, caused by an Accident and resulting directly and independently of all other causes in loss covered by the Policy that requires treatment by a Doctor. The Accident must happen while the Insured is covered under the Policy.

**Insured.** The person named on the individual Application.

**Medical Expenses.** Reasonable and Customary Expenses of treatment for Injury or Sickness that are provided by a Doctor, dentist, or professional nurse on an emergency or urgent basis that are actually incurred by the Insured.

**Reasonable and Customary Expenses.** The prevailing charge made by most providers of a given service in the geographic area where the service is received. In no event will the Reasonable and Customary Expenses exceed the actual amount charged.

**Return Destination.** The place to which the Insured expects to return from his/her Trip, as shown on the Individual Application.

**Trip Departure Date.** The date on which the Insured Person is scheduled to leave on his or her Trip. This date is shown on the Insured's Declarations Page.

**Trip Return Date.** The date on which the Insured Person is scheduled to return from his or her Trip.

**Sickness.** An illness, disease, or injury that requires treatment by a Doctor. Sickness includes Complications of Pregnancy.

**Spouse.** A person to whom the Insured is married, or with whom the Insured lives in a spousal relationship.

**Tour.** Trip Arrangements and shall include flight connections to join and depart such Trip Arrangements provided such flights are scheduled to commence within 1 day of the Trip Arrangements.

**Travel Agent.** 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.

**Traveling Companion.** A person whose name appears with the Insured's on the same Trip Arrangement and who, during the entire Trip, will share accommodations with the Insured in the same room, cabin, condominium unit, apartment unit, or other lodging.

**Traveling Family Members.** The Insured, his/her Spouse and Dependent children (and those of his/her Spouse) under 23 years of age who are traveling with the Insured.

**Trip.** Means a trip or tour arranged for the Insured. It includes direct flight connections to join and depart the arranged trip, provided such flights are scheduled to commence during the Insured's Term of Coverage. To be covered under the Policy the Insured's Trip must be:

(3) A period of round-trip travel away from Home to a destination outside of 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 the Maximum Trip Duration shown on the Declarations Page; and the Insured's destination is not to another Home; and travel is primarily by Common Carrier and only incidentally by private conveyance; or

(4) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); 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 arrival dates and defined departure and arrival places specified when the Insured applies; travel is primarily by Common Carrier and only incidentally by private conveyance; and the trip does not exceed the Maximum Trip Duration shown on the Declarations Page.

**Unforeseen Emergency.** An emergency that:

- (a) could not be foreseen by a Family Member;
- (b) is outside the Family Member's control;
- (c) occurs while being transported to a departure point;
- (d) is directly related to the transportation of a Family Member to that departure point; and delays arrival at departure point at the prescribed time at least one hour.

**DESCRIPTION OF COVERAGES**

**ACCIDENT AND SICKNESS MEDICAL EXPENSE BENEFIT**

The Company will pay this benefit, up to the Maximum Limit shown in the Declarations Page if the Insured incurs necessary Covered Expenses as a result of an Injury or Sickness. The Company will pay for necessary Covered Expenses incurred by the Insured within one year from the date of Injury or Sickness provided the Injury occurs or Sickness begins while the Insured is covered by this Policy and initial treatment is received during the Trip.

**Covered Medical Expenses.** The Company will pay the Insured's Reasonable and Customary Expenses for Necessary medical services or supplies recommended by the attending Doctor including charges for:

- a) average semi-private Hospital room and board;
- b) use of operating rooms;
- c) anesthetics (including administration), x-ray examinations or treatments, transfusions, and laboratory tests ordered by the attending Doctor;
- d) professional services of a Doctor or a registered graduate nurse other than the Insured, Traveling Companion, Business Partner or a Family Member;
- e) emergency local ambulance services;
- f) drugs, medicines, and prosthetic devices and supplies;
- g) dental care due to Injury of sound, natural teeth;
- h) non-elective emergency dental surgery; and
- i) physical therapy. Coverage for this benefit will continue after the Insured reaches his/her Return Destination for up to the maximum duration shown on the Declarations Page.

The Company will pay emergency dental treatment only during a Trip. Dental coverage does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination regardless of the reason. Payment for dental expenses incurred is limited to a Maximum Limit shown on the Declarations Page. The treatment must be given by a Doctor or dentist.

**Additional Exclusions -** In addition to the General Exclusions, this benefit does not cover:

- 1) Expenses incurred for medical care that the Insured is not legally obligated to pay;
- 2) Any medical care the Insured receives, if receiving such medical care is a specific purpose of the Insured's Trip;
- 3) Any charges that exceed the Reasonable and Customary Expenses;
- 4) Expenses incurred by the Insured while Traveling expressly for the purpose of obtaining medical treatment;
- 5) Routine physical examinations;
- 6) Any service provided by the Insured, a Family Member or a Traveling Companion;
- 7) Venereal disease or syphilis;
- 8) Cosmetic surgery, other than reconstructive surgery when necessary due to an Injury as a result of an Accident that occurs while coverage is in effect;
- 9) Routine dental care, treatment to the teeth, gums or structures directly supporting the teeth, and artificial teeth unless due to Injury of sound, natural teeth or non-elective emergency dental surgery;
- 10) Eye glasses, contact lenses, sunglasses and eye examinations for the correction of vision or fitting of glasses unless a covered Injury has caused impairment of sight; and
- 11) Hearing aids unless a covered Injury has caused impairment of hearing.

Payment of Loss: The Insured must provide the Company with: (a) all medical bills and reports for Medical Expenses claimed; and (b) a signed patient authorization to release medical information to the Company.

**EXCESS COVERAGE:** The benefits payable under this benefit will only be paid on an excess basis over and above any benefits or services provided for by:

- a) any other valid or collectible insurance; or
- b) any other form of indemnity payable by those responsible for the loss, such as an airline.

If more than one benefit applies to any loss, only the amount of the largest applicable benefit will be paid.

In no event will the Company's payment, when combined with such other payments, exceed 100% of the Covered Expense incurred. The amount of benefits provided by other valid and collectible insurance or other forms of indemnity:

- a) will be determined without reference to any:
  - 1) coordination of benefits provision;
  - 2) non-duplication of benefits provision; or
  - 3) other similar provision; and
- b) will include any benefits to which the Insured is entitled, regardless of whether claim is made.

**EMERGENCY MEDICAL TRANSPORTATION BENEFIT**

The Company will pay this benefit, up to the Maximum Limit shown on the Declarations Page.

The Company will arrange for Emergency Medical Transportation services required by the Insured as a result of an Injury or Sickness during a Trip.

The Company reserves the right to recover from any other insurance plan the Insured may have.

The Company will pay benefits for Covered Expenses (see definition) incurred up to the Maximum Benefit if:

- a) the Injury or Sickness begins on a Covered Trip and results in the Insured's necessary Emergency Evacuation (see definition); and
- b) the Covered Expenses are verified and approved in advance as necessary by the attending Doctor, the Company or its designated agent, and the provider designated by the Company.

All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical route possible. Expenses for special Transportation must be: a) recommended by the attending Doctor; or b) required by the standard regulations of the conveyance transporting the Insured.

**Transportation.** Any land, water, or air conveyance required to transport the Insured during an Emergency Evacuation. Special Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**Covered Expenses.** The Company will arrange and pay:

- (a) Reasonable and Customary Expenses for medical services required for evacuation to the nearest adequate medical facility or Home if medically required. This service will be arranged only if the attending Doctor determines that adequate medical treatment is not locally available;
- (b) up to \$5,000 for Reasonable and Customary Expenses for escort services required by the Insured, if the Insured is disabled during a Trip and an escort is recommended, in writing, by the attending Doctor;
- (c) Reasonable and Customary Expenses for transportation services of the Insured's remains to his/her place of residence if he/she dies during a Trip; and
- (d) up to \$5,000 per person for special air Transportation costs to return Home if the Insured's Doctor advises in writing that the Insured's condition requires a stretcher, oxygen, or other special medical arrangement. Services must be provided by a provider designated by the Company. Timely notification by the Insured to the Company's designated provider is required.

**Limitations:** The Company will not pay for services arranged without its prior consent or approval. The Company may require an autopsy where lawful. If services provided are covered under any Worker's Compensation, disability law, or health or accident insurance policy, then the Insured shall assign to us his/her rights to those benefits, to the extent they are provided. Timely notification by the Insured to the Company's designated provider is required. This coverage is limited to one incident per Trip.

**Additional Definitions:** Whenever used in this section these words will have the following meaning:

**Economy Airfare** means the lowest published rate for a one-way ticket.

**Emergency Evacuation** means:

- a) the Insured's medical condition warrants immediate Transportation from the place where the Insured is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;

b) after being treated at a local Hospital, the Insured's medical condition warrants Transportation to the United States to obtain further medical treatment; or

c) both a) and b) above. Emergency Medical Transportation must be ordered by a Doctor who certifies that the severity of the Insured's Injury or Sickness warrants the Emergency Evacuation.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

The Company will pay this benefit up to the Maximum Limit shown in the Declarations Page if:

- (a) the Insured is injured in an Accident that happens while he/she is on a Trip and covered under the Policy; and
- (b) he/she suffers one of the losses listed below, within 365 days of the Accident.

The amount of this benefit is shown below. The Principal Sum is shown in the Declarations Page. If the Insured suffers more than one loss from an Accident, the Company will pay only for the loss with the larger benefit.

Loss:	Percentage of Principal Sum Payable
Life	100%
Both hands or feet, or entire sight of both eyes	100%
One hand and one foot	100%
One hand or one foot and entire sight of one eye	100%
Speech and hearing in both ears	100%
One hand	50%
One foot	50%
Entire sight of one eye	50%
Speech and hearing in one ear	50%
Thumb and index finger of the same hand	25%

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.

**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.

This benefit is payable to the Insured or to his/her estate, unless the Insured names a beneficiary when applying for coverage.

**Additional Exclusions -** In addition to the General Exclusions, this benefit does not cover:

- (a) Bacterial infection unless caused by an accidental cut, wound or food poisoning; and
- (b) Sickness, disease or bodily infirmity.

**FLIGHT GUARD – FLIGHT ACCIDENT**

The Company will pay for covered accidental loss of life, hand, foot or sight within 365 days of an Accident while riding as a passenger on or boarding or alighting from a certified passenger Aircraft on any regularly scheduled flight or charter. The amount of the benefit is shown below. The Principal Sum is shown on the Declarations Page. If the Insured suffers more than one loss from an Accident, the Company will pay only for the loss with the larger benefit.

Percentage of Principal Loss:	Sum Payable
Life	100%
Both hands or feet, or entire sight of both eyes	100%
One hand and one foot	100%
One hand or one foot and entire sight of one eye	100%
Speech and hearing in both ears	100%
One hand	50%
One foot	50%
Entire sight of one eye	50%
Speech and hearing in one ear	50%
Thumb and index finger of the same hand	25%

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.

Flight Guard provides coverage in the event of an Accident occurring between and including the Trip Departure Date and Trip Completion Date. Coverage applies:

- (a) while the Insured is riding, boarding or alighting as a ticketed passenger on a certified passenger Aircraft provided by a regularly scheduled airline on any regularly scheduled trip or charter; and
- (b) while the Insured is riding, boarding or alighting from any land or water conveyance provided by the airline as a substitute for an Aircraft.

**Exposure and Disappearance:** Exposure to the elements will be presumed to be Injury if: a) it results from the forced landing, stranding, sinking or wrecking of a conveyance provided by the airline in which the Insured was an occupant at the time of the Accident; and b) the Policy would have covered Injury resulting from the Accident. The Company will pay for loss of life if the Insured's body has not been found within one year of the Accident.

**Additional Exclusions -** In addition to the General Exclusions, this benefit does not cover:

- (a) Bacterial infection unless caused by an accidental cut, wound or food poisoning; and
- (b) Sickness, disease or bodily infirmity.

#### INDIVIDUAL INSURANCE PROVISIONS

Persons eligible for insurance under the Policy are any travelers, provided they purchase coverage through a properly licensed Travel Agent/Agency located in the U.S. and pay the required premium, and provided they have not already departed on their Trip.

**Effective Date:** Coverage will begin on the later of:

- (a) the date and time the Insured starts his/her Trip;
- (b) the scheduled Trip Departure Date shown on the Application; or
- (c) the date the premium is paid.

**Termination Date:** All coverage ends on the earliest of:

- (a) the date the Trip is completed;
- (b) the scheduled Trip Completion Date shown on the individual Application;
- (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.

**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) 7 days after the date the Trip was scheduled to be completed.

The duration of coverage shall be extended under the following conditions:

- (a) when the Insured commences air travel from the Insured's origination point within 1 day before commencement of the Trip Arrangements, coverage shall apply from the time of departure from the origination point; and
- (b) if the Insured returns to the Insured's origination point within 1 day after the completion of the Trip Arrangements, coverage shall apply until the time of return to the origination point.

#### GENERAL EXCLUSIONS

These exclusions apply to all benefits. In addition to any exclusions that apply to a particular benefit (called "Additional Exclusions"), the Policy does not cover loss due to:

- (a) Intentionally self-inflicted injury, suicide, or attempted suicide, while sane or insane;
- (b) Sickness or disease except as provided for in the Policy;
- (c) Pregnancy or childbirth, or elective abortion, other than Complications of Pregnancy;
- (d) Hernia, unless resulting from a covered Accident;
- (e) Participation in professional athletic events, semi-professional, organized or interscholastic team sports, motor sport or motor racing including training or practice for the same;
- (f) War or act of war, whether declared or not, civil disturbance or insurrection;

- (g) Military duty or service or Injury sustained while in the armed forces of any country or international authority;
- (h) Operating or learning to operate, any Aircraft, as a student, pilot or crew;
- (i) Injury sustained while riding as a pilot, crew member or student pilot on any Aircraft or device for aerial navigation;
- (j) Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
- (k) Injury sustained while committing or attempting to commit a felony, a misdemeanor or any unlawful act;
- (l) Injury or Sickness for which benefits are paid or payable by Worker's Compensation or similar law, or any welfare plan operated by city, state or national government;
- (m) Civil disorder or riot;
- (n) Mental, psychological or nervous disorders including anxiety, depression, neurosis or psychosis;
- (o) Alcoholism or drug addiction;
- (p) Any non-emergency treatment or surgery;
- (q) Elective Treatment, or medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment; and
- (r) A Sickness, disease or other condition, event or circumstance that occurs at a time when this Policy is not in effect. This exclusion applies to the Insured, a Family Member, or Traveling Companion.

**Limitation:** The Company will not pay benefits under this Policy if the Trip Departure Date and Trip Completion Date shown on the Insured's Application do not reflect the Insured's intent to start and end his/her Trip on those dates or if the Insured's tickets do not contain specific travel dates (open tickets).

Pre-existing Medical Condition Exclusion Applicable To All Coverages.

The Policy will not pay for loss or expense incurred as the result of Injury or Sickness of an Insured or Family Member that manifests itself during the Time Period, shown on the Declarations Page, immediately preceding and including the Effective Date, unless the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout this Time Period. A Sickness has manifested itself when: (a) medical care, treatment, or diagnosis has been given; or (b) there exist symptoms that would cause a reasonably prudent person to seek diagnosis, care, or treatment.

Pre-existing Medical Condition Exclusion Waiver

If insurance was purchased within the Time Period, shown on the Declarations Page, of Initial Trip Payment, the Pre-Existing Medical Condition Exclusion will be waived. This is applicable to all coverages contained in the Policy. The Insured must be medically able to travel when the Insured pays the premium. In the event that a claim is filed, the Injury or Sickness must be substantiated to the Company's Claims Department.

#### PAYMENT OF CLAIMS

**Claim Procedures; Notice of Claim:** The Insured must call the Company 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. The Company will complete the claim form and send it to the Insured for his/her review/signature. This completed form should be returned to the Company.

**Claim Procedures; Proof of Loss:** The claim forms must be sent back to the Company no more than 90 days after a covered loss occurs or ends, or as soon after that as is reasonably possible, but in no event no later than one year after the date of loss or insured occurrence. If the Company has not provided claim forms within 15 days after the notice of claim, other proofs of loss should be sent to the Company by the date claim forms would be due. This proof of loss should include written proof of the occurrence, type and amount of loss.

**Payment of Claims; When Paid:** Claims will be paid as soon as the Company 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 the beneficiary he/she has chosen. This choice must be in writing and filed with the Company, or filed with the Insured or the Insured's administrator if the Company has agreed in advance. If the Insured has not chosen a beneficiary, or if there is no beneficiary alive when he/she dies, the Company will pay this benefit:

- (1) To 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 Company may pay up to \$500 to a relative or other person who has assumed care or custody of the Insured. Any payment the Company makes in good faith fully discharges the Company to the extent of that payment. All other benefits will be payable to the Insured. However, if he/she has assigned his/her benefits, the Company will honor the assignment, if the Company has a signed copy of the assignment. A payment made pursuant to such an assignment shall discharge the Company from further liability under the Policy to the extent of such payment. Under no circumstances shall the Company be responsible for the validity or sufficiency of any such assignment.

Benefits for 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.

**Physical Examinations And Autopsy:** The Company has the right to have a Doctor of its choice examine the Insured as often as is reasonably necessary. The Company may also require that the Insured or Family Member give its authorization to obtain medical records or copies of other records. This section applies when a claim is pending or while benefits are being paid. The Company also has the right to request an autopsy in the case of death, unless the law forbids it. The Company will pay the cost of the examination or autopsy.

#### GENERAL PROVISIONS

**Payment of Premium -** Coverage is not effective unless all premium due has been paid prior to the Trip Departure Date.

**Legal Actions -** No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 3 years after the date claim forms are due.

**Choice of Law -** The terms, conditions and provisions of this Policy are governed by the substantive law of the State of Washington, and all disputes hereunder shall be governed and determined by the law of the State of Washington.

**Transfer of Coverage -** Coverage under the Policy cannot be transferred by the Insured to anyone else without the Company's prior written consent.

**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 Company's behalf nor to alter, modify or waive any of the provisions of the Policy.

**Concealment or Fraud -** The Company does not provide coverage for the Insured if the Insured, with the intent to deceive, has concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**The Company's Recovery Rights -** In the event of a payment under this Policy, the Company 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 Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm the Company's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

**Termination of the Policy -** Termination of the Policy will not affect a claim for a loss that occurs while the Policy is in force.

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 this policy. For more information, you may consult the OFAC internet website at: [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/)