

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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## SHORT TERM TRAVEL INSURANCE POLICY

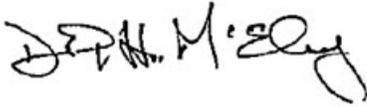
This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder (herein called Insureds) against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Declarations section.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the Declarations section.

This Policy begins on the Effective Date shown in the Declarations section and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy.

This Policy is governed by the laws of the state where it is delivered.

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



President



Secretary

## TRAVEL PROTECTION INSURANCE

**PLEASE READ THIS POLICY CAREFULLY**

**Non-Participating Policy**

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## DECLARATIONS

1. **Identification of Policyholder:**

Name of Policyholder: The Board of Regents of the University of Nebraska, et al.  
Address of Policyholder: 3835 Holdrege, Lincoln, NE 68503-1435  
Type of Business or Purpose of Organization: University  
Policy Number: GLB 0009157885

2. **Classification of Eligible Persons:**

Class I All active employees and staff traveling outside the USA whose name is on file and for whom premium has been paid.

Class II All enrolled students of the Policyholder traveling outside the USA whose name is on file and for whom premium has been paid.

Class III Dependent spouse, child, or traveling companion guest of Class I-II Insured person while travelling with the insured person and sharing the same accommodations.

3. **Premiums:**

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

Class I \$1,500 Minimum and Deposit Premium then at a rate of \$1.50 per person per day subject to quarterly audits

Class II + III \$1.50 per person per day subject to quarterly audits

All travel must be reported to AIG at the agreed upon audit schedule during each term.

The Policyholder agrees to pay the required premium for these coverages.

4. **Data Furnished by Policyholder:** Periodic audit to include census of enrolled students, staff and insured persons including trip start and end date and destination.

5. **Policy Term:**

Policy Effective Date: September 1, 2020

Policy Termination Date: July 1, 2021

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Declarations section at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date.** Either the Company or the Policyholder may terminate this Policy on any premium due date by giving 30 days advance written notice to the other party. This Policy may also, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Declarations section of this Policy; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

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

## PREMIUM

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Declarations. The Company may change the required premiums due on any premium due date by giving the Policyholder at least 31 days advance written notice. The Company may also change the required premiums at any time when any change in coverage affecting premiums is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force, plus all costs and expenses (including, but not limited to, reasonable attorney fees, collection fees and court costs) incurred by the Company in the collection of all overdue amounts.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

## GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy, the, the Description of Coverage and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested except as to nonpayment of premiums.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this 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.

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

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable.

**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 Company may require satisfactory proof of age before paying any claim.

**Incorporation Provision.** The provisions of the attached Description(s) of Coverage, Rider(s), and any Rider or Endorsement added after the Policy Effective Date, are made a part of this Policy. The Description(s) of Coverage and Rider(s) attached to this Policy will control each Insured's coverage eligibility, effective date, termination date, benefits, limitations and exclusions.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG Accident and Health Claims, P.O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

With respect to losses suffered by Insureds whose permanent residence is outside the United States of America or Canada, the Company will pay any benefits that may become payable under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the Insured or his or her beneficiary or other person to whom such benefits are payable (the Payee), as described in this Payment of Claims provision;
2. will transmit such payment to such Payee in accordance with the Payment of Claims, Time of Payment of Claims, and Beneficiary Designation and Change provisions of the Claims Provisions and General Provisions sections;
3. agrees that any such payment made by the Company to the Policyholder constitutes a full discharge of the Company's liability with respect to the claim for which payment is made;
4. will alone assume full responsibility for the proper application or distribution of such payment;
5. will indemnify, defend and hold the Company harmless for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof;
6. with respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at the Policyholder's payor bank on the date the benefits

become payable to convert United States of America dollar-denominated currency into foreign currency.

Any payment the Company makes in good faith fully discharges its liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

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

Policyholder: The Board of Regents of the University of Nebraska, et al.

Policy Number: GLB 0009157885

## SHORT TERM TRAVEL INSURANCE

### Description of Coverage

This Description of Coverage provides a summary of the important features of the coverage. This is part of the insurance contract. This insurance is provided to Eligible Classes of persons of the Policyholder while those persons are on Covered Trips as defined hereafter.

### ELIGIBLE CLASS(ES) FOR COVERAGE

The persons eligible for coverage are:

- Class I All active employees and staff traveling outside the USA whose name is on file and for whom premium has been paid.
- Class II All enrolled students of the Policyholder traveling outside the USA whose name is on file and for whom premium has been paid.
- Class III Dependent spouse, child, or traveling companion guest of Class I-II Insured person while traveling with the insured person and sharing the same accommodations.

### SCHEDULE OF BENEFITS

#### Baggage and Personal Effects Benefit

Personal Effects Replacement Maximum .....	\$500
Checked Baggage Delivery Charge Maximum .....	\$100
Lost Checked Baggage/Personal Effects Maximum .....	\$500
Per Article Maximum .....	\$250
Combined Maximum Limit.....	\$500

#### Security Evacuation Benefit

Maximum Security Evacuation Benefit .....	\$100,000
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#### Trip Cancellation/Interruption/Delay Benefit

Trip Cancellation Maximum .....	\$3,000
Trip Interruption Maximum.....	\$3,000
Trip Delay Maximums	
Per Day.....	\$500
Per Trip.....	\$5,000

#### Return Air Fare Benefit

Return Air Fare Maximum .....	\$4,000
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#### Quarantine Benefit.

Per Day Quarantine Benefit.....	\$250
Maximum Trip Quarantine Benefit.....	\$2,500

**Principal Sum Benefits**

Principal Sum ..... \$10,000  
Aggregate Limit ..... \$1,000,000

**Medical Expense Benefit**

Medical Expense Maximum Benefit..... \$500,000  
Percentage Payable ..... 100%  
Plan Deductible .....None  
Home Country Maximum  
Limited Applicability – See page 18..... \$10,000

Medical Expense Limitations

- Hospital charges in excess of the Hospital's average daily charge for semi-private room and board accommodation are not covered.
- Charges for dental treatment of Injury to sound natural teeth are covered up to a maximum of \$500 per tooth and an overall maximum of \$2,500 per Injury.
- Charges for emergency palliative dental treatment to natural teeth to relieve dental pain is covered up to a maximum of \$500.

Maximum Medical Emergency Guarantee Charge Expense Benefit..... \$10,000

**Bereavement and Trauma Counseling Benefit**

Maximum Bereavement and Trauma Counseling Benefit..... \$150  
per session for up to 10 sessions for the Insured and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

**Repatriation of Remains Benefit**

Maximum Repatriation of Remains Benefit..... \$1,000,000

**Attendor Benefit**

Per Day Allotments  
for lodging ..... \$100  
for meals ..... \$50

**Bedside Benefit**

Per Day Allotments  
for lodging ..... \$400  
for meals ..... \$100

**Emergency Evacuation with Family Travel Benefit**

Maximum Emergency Evacuation Benefit .....	\$1,000,000
Family Travel	
Chosen Person Per Day Allotments	
for lodging .....	\$400
for meals .....	\$100
Spouse and Child Per Day Allotments	
for lodging .....	\$400
for meals .....	\$100

## **INSURED'S EFFECTIVE AND TERMINATION DATES**

Insurance will become effective as to each person in an Eligible Class in consideration of the required premium payment when the Covered Trip begins except that Trip Cancellation insurance will become effective on the later of (a) the Effective Date of the Policy or (b) the date that the arrangements for the Covered Trip are finalized and a date for Departure is set.

An Insured's insurance ends on the earliest of: (1) the date the Policy is terminated; (2) the date the person is no longer in an Eligible Class; (3) the premium due date if premiums are not paid when due; or (4) the date the Covered Trip ends except that Trip Cancellation insurance will end when the Covered Trip begins.

Termination of insurance will not affect a claim for a covered loss that occurred while the Insured's insurance was in force under the Policy.

**SOME GENERAL DEFINITIONS USED IN THIS DESCRIPTION OF COVERAGE** – Other terms will be defined in the sections where they are used.

**Airworthiness Certificate** means the "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

**Civilian Aircraft** means a civil or public aircraft having a current and valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft.

**Dependent Child** means an Insured's natural, step, foster, or adopted child who is travelling with that Insured who is under age 25 (29 if attending an accredited institution of higher learning on a full time basis) and who is primarily dependent on an Insured for support and maintenance. It will also include an Insured's child over the above limiting age who is incapable of self-sustaining employment by reason of mental or physical incapacity, and who is primarily dependent on an Insured for support and maintenance, and who is travelling with such Insured.

**Home Country** means the country of citizenship of the Insured. If the Insured has dual citizenship, his or her Home Country is the country of the passport he or she used to enter the Host Country.

**Host Country** means any country in which an Insured is traveling while covered under the Policy.

**Hospital** means a facility that: (1) is operated according to law for the care and treatment of 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 or under the supervision of registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. 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 rest home, nursing home, convalescent home 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 of the armed forces, unless there is a legal obligation to pay.

**Immediate Family Member** means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, grandchild, brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2)

which occurs while the Insured is on the Trip or Trips specified hereafter; and (3) which directly (independent of Sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss under one or more of the Benefits described herein.

**Insured** means a person: (1) who is a member of an Eligible Class of persons as described in the Eligibility for Coverage section; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Military Air Transport Aircraft** means an aircraft having a current and valid Airworthiness Certificate; piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft; and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any other recognized country.

**Passenger** means a person not performing as a pilot, operator or crew member of a conveyance.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**Specialized Aviation Activity** means an aircraft while it is being used for one or more of the following activities:

- acrobatic or stunt flying
- racing
- any endurance tests
- any flight on a rocket-propelled or rocket-launched aircraft
- crop dusting
- crop seeding
- crop spraying
- fire fighting
- exploration
- pipe line inspection
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing
- any test or experimental purpose
- any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

**Spouse** means an Insured's legal spouse. "Spouse" will also include a domestic or civil union partner as determined by any controlling legal authority or, in the absence of such authority, by agreement between the Company and Policyholder.

**Trip** – means a trip taken by an Insured which begins when the Insured leaves his or her Home Country for the purpose of going on the Trip to the Host Country and is deemed to end when the Insured returns from the Trip to his or her Home Country. However, with respect to the Medical Expense Benefit only, Trip will include any period of time the Insured is in his or her Home Country for a visit or break in a Trip (not to exceed 14 days), provided that Insured returns to the Host Country immediately following such break. "Trip" does not include any trip that extends for more than 365 days.

## INSURING PROVISION - COVERED TRIPS

Subject to any exclusions and limitations provided hereafter, an Insured is insured against the losses set forth in this Description of Coverage 24 hours a day during the course of the following Trip or Trips. Such a Trip (orTrips) is (are) referred to as a Covered Trip (or Covered Trips).

*24 Hour while employed by the Policyholder or enrolled as a full-time student, while outside of the student's home country including but not limited to attending classes and participating in scheduled and sponsored activities of the Policyholder.*

Coverage While on Conveyances – This applies solely to the Accidental Death Benefit, Accidental Dismemberment Benefit.

With respect to any period of time the Insured is traveling on a conveyance during the course of any Covered Trip, the insurance under the Policy only applies with respect to Injury sustained by the person:

1. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation, except:
  - a. any such conveyance the Insured has been hired to operate or for which the Insured has been hired as a crew member; or
  - b. any such conveyance the Insured is operating, or for which the Insured is performing as a crew member, (including getting in or out of, or on or off of) for the transportation of passengers or property for hire, profit or gain; or
2. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft; or
  - b. any Military Air Transport Aircraft; or
3. by being struck or run down by any aircraft.

No benefits are payable for an Injury sustained by an Insured while traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this section.

Additionally, no benefits are payable for an Injury sustained by an Insured while traveling or flying in or on (including getting in or out of, or on or off of) any aircraft while it is being used for any Specialized Aviation Activity(ies).

## DESCRIPTION OF BENEFITS

### **Baggage and Personal Effects Benefit**

#### Baggage Delay

If, during the course of a Covered Trip, an Insured's Checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours from the time the Insured arrives at the destination stated on the Insured's ticket (except for a return destination) until the time it arrives, the Company will reimburse the Insured for the expense of necessary Personal Effects, up to the Personal Effects Replacement Maximum shown in the Schedule of Benefits.

If the Checked Baggage is delayed after the Insured has reached his or her destination (including a return destination) and the Common Carrier makes a charge for delivery, the Company will reimburse the reasonable cost to deliver the Insured's Checked Baggage to him/her, up to the Checked Baggage Delivery Charge Maximum shown in the Schedule of Benefits. A copy of the delivery invoice and verification of the delay or misdirection by the Common Carrier must be submitted with the claim.

The Insured must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection. Receipts for the necessary Personal Effects must be submitted with the claim.

#### Loss of Baggage/Personal Effects

If, during the course of a Covered Trip, an Insured's Checked Baggage or Personal Effects are lost due to theft or misdirection by a Common Carrier while the Insured is a ticketed passenger on the Common Carrier, the Company will pay a benefit. The Checked Baggage and Personal Effects must be owned by and accompany the Insured during the Covered Trip.

The Company will reimburse the Insured, up to the Lost Checked Baggage/Personal Effects Maximum shown in the Schedule of Benefits, for the least of the following:

- (a) cash value (original cash value, less depreciation as determined by the Company of the baggage and its contents);
- (b) the cost of repair; or
- (c) the cost of replacement.

There is a Per Article Maximum and a Combined Maximum Limit for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, furs, articles trimmed with or made mostly of fur. These maximums are shown in the Schedule of Benefits.

All claims must be documented by the Common Carrier

All items claimed over \$150 must be accompanied by an original receipt. If receipts are not provided, benefits may be reduced.

#### Loss of a Pair/Set

In case of loss to a pair or set, the Company may elect to:

- (a) repair or replace any part, to restore the pair or set to its value before the loss; or
- (b) pay the difference between the cash value of the property before and after the loss.

## Definitions

“Checked Baggage” means a piece of baggage for which a claim check has been issued to the Insured by a Common Carrier.

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

“Personal Effects” means items owned by and for the personal use, adornment or amusement of the Insured.

## Limitations

Benefits for Checked Baggage and Personal Effects will be in excess of any amount paid or payable by a Common Carrier or other third party responsible for the loss.

The maximum will be reduced by benefits paid or payable due to any separate maximum under this Benefit.

## Exclusions

In addition to any other exclusions or limitations, benefits will not be provided for any loss or damage to:

1. animals;
2. automobiles or automobile equipment;
3. boats;
4. motors;
5. motorcycles;
6. other conveyances or their appurtenances (except bicycles while checked as baggage with a Common Carrier);
7. household furniture;
8. eye glasses, contact lenses or sunglasses;
9. artificial teeth or dental bridges;
10. hearing aids;
11. prosthetic limbs;
12. keys, money, stamps, stocks, bonds, notes or securities accounts, bills, currency, deeds, postal or money orders, food stamps or other evidence of debt, credit cards and other travel documents;
13. tickets, except for administrative fees required to reissue tickets or documents and valuable papers;
14. sporting equipment if loss or damage results from the use thereof;
15. perishables and consumables;
16. contraband, illegal transportation or trade;
17. items seized by any government, government official or customs official;
18. portable personal computers, cell phones, electronic tablets, electronic organizers and portable compact disk players, cameras, camera equipment;
19. art objects and musical instruments;
20. property shipped as freight, or shipped prior to the date the Insured departs on the Covered Trip;
21. business samples or items.
22. property used in trade, business or for the production of income.

In addition to any exclusions or limitations contained in the Policy, benefits will not be provided for any loss resulting (in whole or in part) from:

1. any unlawful acts, committed by the Insured, an Immediate Family Member or traveling companion;
2. detention, confiscation or destruction by customs;
3. animals, rodents, insects or vermin;

4. confiscation or expropriation by order of any government or public authority; or use of Insured's property for a military purpose;
5. seizure under quarantine or custom regulation;
6. usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence;
7. transporting contraband or illegal trade.

*Payment of Loss:* The Insured must: (a) report theft losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Checked 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 Checked Baggage; (c) allow the Company to examine the damaged Checked Baggage and/or the Company may require the damaged item to be sent in the event of payment; (d) send sworn proof of loss as soon as possible from date of loss, providing amount of loss, date, time, and cause of loss, and a complete list of damaged/lost items.

### **Security Evacuation Benefit**

If, as a result of an Occurrence that takes place during the course of a Covered Trip and while traveling outside his or her Home Country, an Insured requires a Security Evacuation, the Company will pay benefits to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by Travel Guard Group, Inc.

Benefits will be payable for eligible expenses up to the Maximum Security Evacuation Benefit shown in the Schedule of Benefits. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per Covered Trip.

Benefits will also be payable for Transportation and Related Costs within 10 days of the Security Evacuation to either of these locations as chosen by the Insured:

- (1) back to the Host Country if return is safe and permitted; or
- (2) to the Insured's Home Country.

This benefit is subject to the overall Maximum stated above.

Benefits will be payable for consulting services by Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum stated in the Schedule of Benefits.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance of any benefits being payable. Travel Guard Group, Inc. is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

### Right of Recovery

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured.

### Excess Provision

Benefits payable for the eligible expenses under this Benefit will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable under any other valid and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides benefits on an excess coverage

basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time.

For purposes of this Benefit, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Benefit did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits payable will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance or indemnity whether or not a claim is made for such benefits.

## **Definitions**

"Advisory" means a formal recommendation by the Appropriate Authorities that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

"Appropriate Authority(ies)" means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

"Designated Security Consultant" means an employee of a security firm under contract to Travel Guard Group, Inc. or a Travel Guard Group, Inc. designated service provider who is experienced in security and measures necessary to ensure the safety of the Insured(s) in his or her care.

"Excluded Countries" means the following countries from which Security Evacuations are not available under this Benefit: any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

"Home Country" means the country of citizenship of the Insured. If the Insured has dual citizenship, his or her Home Country is the country of the passport he or she used to enter the Host Country.

"Host Country" means any country, other than an Excluded Country, in which an Insured is traveling while covered under the Policy.

"Imminent Physical Danger" means the Insured is subject to possible physical injury or Sickness that could result in grave physical harm or death.

"Missing Person" means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

"Natural Disaster" means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

"Nearest Place of Safety" means a location determined by the Designated Security Consultant where:

1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
2. the Insured has access to transportation to his or her Home Country; and
3. the Insured has the availability of temporary lodging, if needed.

"Occurrence" means any of the following situations in which an Insured finds him or her self during the course of a Covered Trip:

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;

2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within 10 days of an event;
4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
5. the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 10 days of his or her being found.

"Related Costs" means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

"Security Evacuation" means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

"Transport/Transportation" means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's common carrier tickets will be used.

"Verified Physical Attack" means deliberate physical harm of the Insured confirmed by documentation or physical evidence.

"Verified Threat of Physical Attack" means a threat against the Insured's health and safety as confirmed by documentation and/or physical evidence.

### Exclusions

No benefits are payable for charges, fees or expenses:

1. payable under any other provision of the Policy;
2. that are recoverable through the Insured's employer;
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured; or
  - b. violation of the laws of the Insured's Home Country;unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured;
5. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
6. arising from an Occurrence which took place in an Excluded Country;
7. for repatriation of remains expenses;
8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
9. for medical services;
10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;
11. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
12. arising from or attributable, in whole or in part to non-compliance by the Insured with regard to any obligation specified in a contract or license;
13. due to military or political issues if the Insured's Security Evacuation request is made more than 10 days after the Appropriate Authority(ies) Advisory was issued.

## **Trip Cancellation/Interruption/Delay Benefit**

### Trip Cancellation

If an Insured is prevented from taking a Covered Trip due to any of the Covered Reasons listed below, occurring on or prior to the Departure, the Company will reimburse the Insured for the cost of the fare or Travel Arrangements, up to the Trip Cancellation Maximum shown in the Schedule of Benefits.

#### **Covered Reasons:**

1. Injury or Sickness of the Insured or Immediate Family Member, if a Physician has recommended in writing, that due to the severity of the condition of the Insured or the Insured's Immediate Family Member, it is necessary that the Insured cancel the Trip. The Insured or Immediate Family Member must be under the direct care and attendance of a Physician;
2. Death of the Insured or Immediate Family Member, if the death has been certified by a Physician or other person legally qualified to certify a person's death. Death of the Insured's Immediate Family Member must occur within 30 days before the Departure of the Insured's Covered Trip;

### Trip Interruption

If the Insured is unable to continue the Covered Trip due to any of the Covered Reasons listed below occurring prior to the Return, the Company will reimburse the Insured for the unused, non-refundable portion of the fare or Travel Arrangements, up to the Trip Interruption Maximum shown in the Schedule of Benefits.

#### **Covered Reasons:**

1. Injury or Sickness of the Insured or Immediate Family Member, if a Physician has recommended that due to the severity of the condition of the Insured or Immediate Family Member, it is necessary that the Insured interrupt the Covered Trip. The Insured or Immediate Family Member must be under the direct care and attendance of a Physician;
2. Death of the Insured or Immediate Family Member, while on the Covered Trip, if the death has been certified by a Physician or other person legally qualified to certify a person's death;

### Trip Delay

If the Insured's Covered Trip is delayed for more than 12 hours due to any of the Covered Reasons listed below occurring on or prior to the Departure, the Company will reimburse the Insured for any Reasonable Additional Expenses incurred until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable for only one delay per Insured, per Covered Trip up to the Trip Delay Maximums shown in the Schedule of Benefits.

#### **Covered Reasons:**

the Insured's being delayed by or due to

1. a traffic accident while en route to a Departure;
2. any delay caused by a Travel Supplier;
3. lost or stolen passports, travel documents, or money.
4. Quarantine;
5. a Hijacking;
6. inclement weather that prohibits departure of a Travel Supplier's conveyance;
7. Natural Disaster that causes a complete cessation of travel services at the point of Departure or destination.

Trip Delay coverage will be extended to include a delay in the Insured's Return if that delay is caused by one of the Covered Reasons listed above.

**Special Notification of Claim.** The Insured must notify the Company or the Policyholder as soon as reasonably possible in the event of a claim. The Company will not be liable for any additional penalty charges incurred that would not have been imposed had notice been provided as soon as reasonably possible.

It is a condition of this insurance that, in the event of a claim, the Insured shall surrender any unused ticket/voucher/coupon/travel privileges to the Company.

## Definitions

“Complications of Pregnancy” means conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective caesarean section, ectopic pregnancy, which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does 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” means the travel date, as indicated on the ticket or in the Travel Itinerary, upon which the Insured is scheduled to leave on the Covered Trip.

“Hijacking” means taking unlawful possession of a conveyance by means of force or threats against the person(s) then rightfully occupying such conveyance.

“Hospital” - means a facility that: (1) is operated according to law for the care and treatment of 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. 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 rest home, nursing home, convalescent home 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 of the armed forces, except if there is a legal obligation to pay.

“Natural Disaster” means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government and the area is deemed to be uninhabitable or dangerous.

“Pre-existing Condition” means an Injury, Sickness, or other condition of the Insured or an Immediate Family Member, for which, in the 60 day period before the purchase date of the fare for the Covered Trip that person: (a) received medical advice or treatment by a Physician; (b) had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or (c) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription.

“Quarantine” means the Insured is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the Insured either having, or being suspected of having, a contagious disease, infection or contamination.

“Reasonable Additional Expenses” means any expense for meals, taxi fares, essential telephone calls, and lodging which were necessarily incurred as the result of a Trip Interruption/ or/ Trip Delay and which were not provided by the Travel Supplier or any other party free of charge.

“Return” means the travel date, as indicated on the ticket or in the Travel Itinerary upon which the Insured is scheduled to return from the Covered Trip to his/her Return Destination.

“Return Destination” means the place to which the Insured expects to return from his/her Covered Trip as shown on the ticket or Travel Itinerary.

“Sickness” means an illness, infection or disease which requires treatment by a Physician.

“Travel Arrangements” means any prepaid expenses for the Insured’s Covered Trip, including but not limited to hotel, rental car, or any land, air or water conveyance. Travel Arrangements will not include any registration fees paid to the Policyholder, or any insurance premiums.

“Travel Itinerary” means the outline of the Insured’s intended Trip.

“Travel Supplier” means any entity that provides Travel Arrangements for the Insured’s Covered Trip.

## **EXCLUSIONS**

In addition to all other exclusions in the General Exclusions section, benefits payable under this Benefit are deemed to exclude losses caused in whole or in part by, or resulting in whole or in part from:

1. Pre-existing Conditions;
2. pregnancy, childbirth, miscarriage or elective abortion, except Complications of Pregnancy;
3. accidental bodily injuries arising from participation in interscholastic, professional or semi-professional sports events, racing or speed contests, including testing, practicing or training, in or on a motorized vehicle, bodily contact sports, professional athletic events; semi-professional, organized or interscholastic team sports, participation in organized athletic activities;
4. cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this Policy;
5. traveling against the advice of a Physician;
6. traveling while on a waiting list for specified medical treatment;
7. traveling for the purpose of obtaining medical treatment;
8. traveling in the third trimester (seventh month or after) of pregnancy;
9. emotional trauma, mental illness; mental, emotional, psychological or nervous disorders including anxiety, depression, neurosis or psychosis, panic attacks and post-traumatic stress disorder, except if Hospitalized;
10. the Insured’s commission of or attempt to commit a felony;
11. Injury sustained while mountain climbing, rock climbing, mountaineering, caving, ice-climbing; parachuting, skydiving, skin diving, para-sailing, paragliding, hot air ballooning, bungee jumping, uncertified scuba, deep sea diving, hang gliding, extreme sports, ultralight flying, trampoline jumping, snow skiing, luge, snow sports, snowboarding, tobogganing, bobsledding, indoor and outdoor ice skating, snow tubing, ice hockey;
12. alcohol or substance abuse or treatment for same;
13. any unlawful acts, committed by the Insured, an Immediate Family Member or traveling companion;
14. elective or non-emergency treatment or surgery, except for necessary treatment or surgery due to a covered Injury;
15. dental treatment to teeth, gums or structures directly supporting the teeth except as a result of Injury to teeth or non-elective, emergency dental surgery;
16. venereal disease or syphilis;
17. a Trip for which the Insured’s tickets do not contain specific travel dates (open tickets);

- 18 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;
- 19 Injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operators license;
- 20 participation in a riot, insurrection or civil disturbance;
- 21 Loss incurred as a result of travel in or upon a snowmobile or off-road motorized vehicle not requiring a license as a motor vehicle.

### **Return Air Fare Benefit.**

In the event of death or Emergency Sickness of an Insured's Immediate Family Member, requiring the Insured return to the Home Country after arriving in the Host Country and during the course of a Covered Trip, the Company will reimburse the Insured for the cost of the return airfare (economy class) from the Host Country to the Home Country point of departure. The death or Emergency Sickness must first occur after the Insured's departure from the Home Country for the Covered Trip. Prior notification must be provided to Travel Guard Group, Inc. and flight arrangements must be made through Travel Guard Group, Inc.. At least 30 days must remain in the Insured's Covered Trip at the time of notification. The Company will also reimburse the Insured for the cost of air fare (economy class) back to the Host Country to resume the Covered Trip that was interrupted by death or Emergency Sickness of an Immediate Family Member. In no event will the total amount payable under this Benefit exceed the Return Air Fare Maximum shown in the Schedule of Benefits.

"Emergency Sickness" - means an illness, infection or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and during the course of a Covered Trip. For purposes of this Benefit, any references to "Injury" are deemed to be references to "Injury or Emergency Sickness."

The General Exclusions section and the exclusions under Insuring Provision – Covered Trip do not apply to this Benefit.

### **Quarantine Benefit.**

If an Insured's Covered Trip is delayed 48 or more hours due to the Insured's being in Quarantine, the Company will pay the Per Day Quarantine Benefit shown in the Schedule of Benefits for each calendar day the Insured remains in Quarantine.

The Company will also reimburse the Insured for the following expenses if they are incurred as a direct result of the Insured being in Quarantine:

1. unused, non-refundable travel arrangements or accommodations;
2. any reasonable additional expenses for accommodations; and
3. a one-way economy ticket from the point where the Insured left his or her Covered Trip to a destination where the Insured can rejoin the Covered Trip or a one-way economy ticket to return the Insured to the Insured's Home Country.

The Per Day Quarantine Benefit and the expense incurred benefits set out above are subject to the combined overall Maximum Trip Quarantine Benefit shown in the Schedule of Benefits.

**Quarantine** means the Insured is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the Insured either having, or being suspected of having, a contagious disease, infection or contamination while the Insured is traveling outside of his or her Home Country.

**Principal Sum.** Some of the Benefits provided hereunder pay a Principal Sum, or a portion thereof for specific losses covered by the Policy. The Principal Sum for each Insured under the Policy is shown in the Schedule of Benefits.

**Aggregate Limit** The maximum amount payable may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits: Accidental Death Benefit, Accidental Dismemberment Benefit. The maximum amount payable for all such losses for all Insureds under all those Benefits combined will not exceed the amount the Aggregate Limit shown in the Schedule of Benefits. If the combined maximum amount otherwise payable for all Insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for all such losses under all those Benefits combined.

**Accidental Death Benefit**

If Injury sustained by an Insured during a Covered Trip results in death within 365 days of the date of accident that caused the Injury, the Company will pay 100% of the Principal Sum.

**Accidental Dismemberment Benefit**

If Injury sustained by an Insured during a Covered Trip results within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Both Hands or Both Feet .....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot .....	100%
One Hand and the Sight of One Eye .....	100%
One Foot and the Sight of One Eye.....	100%
Speech and Hearing in Both Ears .....	100%
One Hand or One Foot.....	50%
Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand.....	25%

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means total and irrecoverable loss of the entire ability to speak. “Loss” of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring during the course of a Covered Trip, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable, the loss will be covered under the terms of the Policy.

If the Insured’s body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the Insured was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured has suffered accidental death within the meaning of the Policy.

## Medical Expense Benefit

If, during the course of a Covered Trip, an Insured suffers an Injury or becomes ill with a Sickness that requires him or her to be treated by a Physician, the Company will pay the Percentage Payable of the Usual and Customary Charges incurred for Covered Medical Services received due to that Injury or Sickness, subject to any Limitations noted below, and up to the Medical Expense Maximum per Insured for that Injury or Sickness. This benefit is payable for such charges incurred outside the Insured's Home Country (except as specifically provided hereafter) and after any applicable Deductible has been met and also within 52 weeks after the date of the accident causing the Injury or the onset of the Sickness.

**Covered Medical Service(s)** means any of the following services and subject to any specified Limitations, if the service is Medically Necessary and recommended or ordered by an attending on-site Physician:

1. Hospital room and board (or, when Medically Necessary, room and board in an intensive care or cardiac care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
2. services of a Physician or a registered nurse (R.N.);
3. ambulance service to or from a Hospital;
4. laboratory tests;
5. radiological procedures;
6. anesthetics and the administration of anesthetics;
7. blood, blood products and artificial blood products, and the transfusion thereof; physical therapy and occupational therapy;
8. rental of Durable Medical Equipment, or purchase thereof if less expensive;
9. artificial limbs, artificial eyes or other prosthetic appliances; or
10. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.
11. repair of eye glasses, contact lenses or hearing aids when required as a direct result of a covered Injury.

**Note:** Covered Medical Services will also include charges for a hotel room, when the Insured is under the care of a Physician in such hotel room because a Hospital room is not available by reason of capacity or distance or any other circumstances beyond the control of the Insured.

## Maximums, Deductible

*Medical Expense Maximum Benefit.* In no event shall the total amount payable to or on behalf of any one Insured for all covered Medical Services for any one Injury or Sickness covered under this Benefit exceed the Medical Expense Maximum Benefit shown in the Schedule of Benefits.

*Plan Deductible.* The Plan Deductible is a dollar amount of Usual and Customary Charges for Medically Necessary Covered Medical Services which must be incurred as an out-of-pocket expense by each Insured due to any one Injury or Sickness before benefits are payable for those services. Benefits are not payable for charges applied to the Plan Deductible. The Insured is responsible for payment of the Plan Deductible. The Plan Deductible is shown in the Schedule of Benefits.

## Charges Incurred in the Insured's Home Country

Under the following circumstances, benefits will be payable for charges incurred for Covered Medical Services provided in the Insured's Home Country:

- If an Insured's coverage ends because a Covered Trip ends, and that Insured has a medical condition that was diagnosed while on the Covered Trip and while in the Host Country, benefits will be payable for treatment of that condition in the Home Country for a maximum of 90 days from the date coverage ends.

- If, while on a Covered Trip, the Insured returns to his or her Home Country for a break or visit, benefits will be payable for treatment of a covered medical condition that is provided in the Home Country, subject to the Home Country Maximum shown in the Schedule of Benefits.

## Limitations

Medical Expense Benefits are subject to the limitations shown in the Schedule of Benefits.

**Definitions.** The following terms are defined as follows:

“Durable Medical Equipment” refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

“Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson with average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the Insured in serious jeopardy;
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

“Sickness” means an illness, infection or disease which requires treatment by a Physician. Sickness includes Complications of Pregnancy.

“Complications of Pregnancy” means conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective caesarean section, ectopic pregnancy, which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does 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.

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

“Usual and Customary Charge(s)” means a charge that: (1) is made for a Covered Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit or a cardiac care unit, does not exceed the Hospital’s most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

**Exclusions.** In addition to the Exclusions in the General Exclusions section, benefits are not payable for, and Usual and Customary Charges for Covered Medical Services do not include, any expense for or resulting from:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rented existing Durable Medical Equipment unless for the purpose of modifying the item because the Injury or Sickness has caused further impairment in the underlying bodily condition.
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except as may be provided above.
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless the Injury or Sickness has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because the Injury or Sickness has caused further impairment of sight.
4. new hearing aids or hearing examinations unless the Injury or Sickness has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because the Injury or Sickness has caused further impairment of hearing.
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Medical Expense in lieu of such rental expense).
6. personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
7. private duty nursing services.
8. services, supplies or treatment, which were not recommended, approved and certified as necessary and reasonable by the attending, onsite Physician.
9. Injury sustained while participating in professional, interscholastic, intercollegiate athletics, including officiating or coaching; or racing any type vehicle in an organized event.
10. cosmetic care, except for reconstructive plastic surgery required as a result of Injury.
11. elective surgery which can be postponed until the Insured returns to his or her country of residence.
12. treatment of Temporomandibular Joint (TMJ) Dysfunction.
13. treatment of congenital anomalies and conditions arising out of or resulting therefrom.
14. services and supplies which are not due to an Injury or Sickness except as may be specifically provided.
15. Injury sustained while driving any vehicle for wage, compensation, or profit.
16. services or supplies which are experimental or investigative in nature; including the treatment, procedure, facility, equipment, drugs, drug usage, devices or supplies not recognized as accepted medical practice and any such items requiring federal or other governmental agency approval not received at the time services were rendered.
17. Injury sustained or Sickness contracted as a result of the Insured's commission of or attempt to commit a felony.

18. services rendered by a member of the Insured's Immediate Family or by a person who resides with the Insured.
19. treatment of weak, strained or flat feet, corns, calluses, bunions or toenails.
20. treatment rendered within the Insured's Home Country, except as otherwise provided herein.
21. treatment in connection with birth control, sterilization or sterilization reversal, including surgical procedures and devices.
22. outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purposes of removing the nerve interference as a result of or related to distortion, misalignment or subluxation of or in the vertebral column except as provided herein.
23. diagnostic or surgical procedures in connection with infertility unless caused by a covered Injury or Sickness.
24. maintenance therapy which is defined as therapy services rendered to an Insured who is no longer making documentable progress, to maintain the level of progress previously attained.
25. treatment for weight increase or reduction, or hair growth or removal.
26. routine physical examinations and related medical services.
27. vocational therapy, recreational therapy, music therapy or speech therapy.
28. Injuries for which benefits are payable under any no-fault automobile Insurance Policy.
29. diagnosis or treatment of acne.
30. human organ or tissue transplants or treatment thereof.
31. a motor vehicle accident if the Insured is not properly licensed to operate the motor vehicle in the jurisdiction in which the accident takes place (This exclusion will not apply to an Insured who is a passenger).
32. treatment of any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

**Medical Emergency Guarantee Charge Expense Benefit.** If during the course of a Covered Trip, an Insured suffers an Emergency Medical Condition for which Medical Expense benefits become payable and such person incurs a Hospital Admission Guarantee Charge and/or a Medical Expense Guarantee Charge, the Company will pay the actual expenses incurred for guarantee of the payment to the Hospital or the medical provider up to a the Maximum Medical Emergency Guarantee Charge Expense Benefit shown in the Schedule of Benefits.

- "Hospital Admission Guarantee Charge" means any charge or expense made by a Hospital prior to and as a condition of an Insured's admission to that Hospital.
- "Medical Expense Guarantee Charge" means any charge or expense made by a medical provider other than a Hospital prior to and as a condition of an Insured's being provided with the medical service or treatment by that provider.

The Medical Expense Maximum Benefit will be reduced by any amounts paid or payable under this Medical Emergency Guarantee Charge Expense Benefit.

## **Bereavement and Trauma Counseling Benefit**

If, during the course of a Covered Trip, an Insured suffers an accidental death or an accidental dismemberment for which an Accidental Death or Accidental Dismemberment Benefit is payable, the Company will pay Covered Bereavement and Trauma Counseling Expenses that are due to his or her covered loss. The Covered Bereavement and Trauma Counseling Expenses must be incurred within one year after the date of the accident causing such loss(es), up to the Maximum Bereavement and Trauma Counseling Benefit shown in the Schedule of Benefits.

“Covered Bereavement and Trauma Counseling Expenses” means an expense that: (1) is charged for a Medically Necessary Bereavement and Trauma Counseling Session for the Insured and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

“Medically Necessary Bereavement or Trauma Counseling Session” means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured and/or one or more Immediate Family Members in coping with the loss for which it is provided; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

Exclusions. In addition to the General Exclusions, Covered Bereavement and Trauma Counseling Expenses do not include any expenses for or resulting from any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

## **Repatriation of Remains with Family Travel Benefit**

If during the course of a Covered Trip, an Insured suffers loss of life due to Injury or Emergency Sickness, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her Home Country place of primary residence, up to the Maximum Repatriation of Remains Benefit shown in the Schedule of Benefits.

Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

Following an Insured's death for which a Repatriation of Remains benefit is payable, the Company will pay for expenses reasonably incurred:

1. to return to their Home Country place of primary residence the Insured's Spouse and any of the Insured's Dependent Children who were accompanying the Insured when his or her death occurred, with an attendant for the children if necessary and if they are not accompanied by the Spouse; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person; and
2. for lodging and meals for up to 7 days for the Insured's Spouse and Dependent Children in the area where the Insured's death occurred, if they were accompanying the Insured at that time. The Company will only pay for such expenses for days in excess of the days that had been planned for the trip prior to the Insured's death, and only prior to the repatriation of his or her remains. The Company will not pay for such expenses in excess of, for the Spouse and Dependent Children combined, \$100 per day for lodging and \$75 per day for food.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for any benefits under this Benefit to be payable. The Company reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact Travel Guard Group, Inc. in advance.

“Emergency Sickness” means an illness, infection or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and during the course of a Covered Trip.

The General Exclusions section and any exclusions in the Covered Trips section, do not apply with respect to this Benefit.

### **Attendor Benefit**

If a Repatriation of Remains benefit becomes payable, the Company will also pay for expenses reasonably incurred for one person (referred to as the Attendor) to accompany (on the same vehicle where possible) the deceased Insured's remains from the place where death occurred to the deceased Insured's place of primary residence in the Home Country; but not to exceed the cost of one round-trip economy airfare ticket. The Company will also pay for the Attendor's lodging and meals for up to 7 days, but: (a) only while the Attendor is away from his or her place of primary residence in connection with accompanying the deceased Insured's remains as described above; and (b) not to exceed the Per Day Allotments Shown in the Schedule of Benefits.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact Travel Guard Group, Inc. in advance.

### **Bedside Visit Benefit.**

If, during the course of a Covered Trip, an Insured suffers an Injury or becomes ill with a Sickness and is confined to a Hospital or other medical facility for 3 days or more due to such Injury or Sickness, the Company will pay for expenses reasonably incurred to bring one person chosen by the Insured to and from the Hospital or other medical facility where the Insured is confined, if the Insured is alone and if the place of confinement is outside a 100 mile radius from the Insured's current place of primary residence in the Host Country; but not to exceed the cost of one round-trip economy airfare ticket. The Company will also pay for lodging and meals for up to 10 days for such person in the area of such place of confinement, but: (a) only while the Insured remains so confined; and (b) not to exceed the Per Day Allotments Shown in the Schedule.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for this benefits to be payable. The Company reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact Travel Guard Group, Inc. in advance.

### **Definitions**

“Sickness” means an illness, infection or disease which requires treatment by a Physician. Sickness includes Complications of Pregnancy.

“Complications of Pregnancy” means conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective caesarean section, ectopic pregnancy, which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does 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.

## **Emergency Evacuation with Family Travel Benefit.**

The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred if, during the course of a Covered Trip, an Insured suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation, up to the Maximum Emergency Evacuation Benefit shown in the Schedule of Benefits for all Emergency Evacuations due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

**Family Travel Benefit.** Following an Emergency Evacuation for which an Emergency Evacuation benefit is payable, the Company will pay for expenses reasonably incurred:

1. to return the Insured's Spouse and any of the Insured's Dependent Children who were accompanying the Insured when his or her Injury or Emergency Sickness occurred, with an attendant for the children if necessary and if they are not accompanied by the Spouse; to the location to which the Insured is being evacuated or, at the Company's discretion, to the Insured's Spouse's or Insured's Dependent Child's place of primary residence in their Home Country, but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person; and
2. to bring one person chosen by the Insured to and from the hospital or other medical facility where the Insured is confined if the Insured is alone and if the place of confinement is outside a 100 mile radius from the Insured's current place of primary residence in the Host Country; but not to exceed the cost of one round-trip economy airfare ticket.
3. for lodging and meals for up to 7 days for such chosen person in the area of such place of confinement, but: (a) only while the Insured remains so confined; and (b) not to exceed the Chosen Person Per Day Allotments shown in the Schedule of Benefits.
4. for lodging and meals for up to 7 days for the Insured's Spouse and Dependent Children in the area where the Insured is confined, if: (a) they were accompanying the Insured when the Emergency Evacuation became necessary; and (b) the place of confinement is outside a 100 mile radius from the Insured's current place of primary residence in the Host Country. The Company will only pay for such expenses for days in excess of the days that had been planned for the trip prior to the Insured's Emergency Evacuation, and only while he or she remains so confined. The Company will not pay for such expenses in excess of, for the Spouse and Dependent Children combined, the Spouse and Child Per Day Allotments shown in the Schedule of Benefits.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for any benefits under this Benefit to be payable. The Company reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact Travel Guard Group, Inc. in advance.

The General Exclusions section and the exclusions under Insuring Provision – Covered Trip do not apply to this Benefit.

## **Definitions**

“Covered Emergency Evacuation Expense(s)” means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

“Emergency Evacuation” means, if warranted by the severity of the Insured’s Injury or Emergency Sickness: (1) the Insured’s immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured’s Transportation to his or her current place of primary residence in the Host Country or, at the Company’s discretion, to his or her place of primary residence in the Home Country to obtain further medical treatment in a hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

“Emergency Sickness” means an illness, infection or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured’s condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs during the course of a Covered Trip. For purposes of this Benefit, any references to “Injury” are deemed to be references to “Injury or Emergency Sickness.”

“Medically Necessary Emergency Evacuation Service” means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured.

“Transportation” means moving the Insured during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

## LIMITATIONS

**Limitation on Multiple Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits, the maximum amount payable under all Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

**Limitation on Benefits under Multiple Accident Plans.** If an Insured is covered under one or more same type accident plans for the same Policyholder underwritten by the Company or any of its affiliates; and if the Insured suffers a loss from an accident for which one or more Benefits are payable under more than one same type accident plan for that Policyholder, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest, subject to the maximum amount payable under such accident plan with the largest maximum. Benefit payments will be payable under only accident plan.

## GENERAL EXCLUSIONS

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or auto-eroticism.
2. declared or undeclared war, or any act of declared or undeclared war.
3. with respect to any benefit that is triggered by an accidental Injury only, Sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
4. with respect to any benefit that is triggered by an accidental Injury only, infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying Sickness, disease or condition including but not limited to diabetes.
5. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
6. the Insured's commission of or attempt to commit a felony.
7. with respect to any benefit that is triggered by an accidental Injury only, medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.

## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG Accident and Health Claims, P.O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as The Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

The refusal of a Physician or Hospital to make all medical reports and records available to the Company will cause an otherwise valid claim to be denied.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

With respect to losses suffered by Insureds whose permanent residence is outside the United States of America or Canada, the Company will pay any benefits that may become payable under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the Insured or his or her beneficiary or other person to whom such benefits are payable (the Payee), as described in this Payment of Claims provision;
2. will transmit such payment to such Payee in accordance with the Payment of Claims, Time of Payment of Claims, and Beneficiary Designation and Change provisions of the Claims Provisions and General Provisions sections;
3. agrees that any such payment made by the Company to the Policyholder constitutes a full discharge of the Company's liability with respect to the claim for which payment is made;
4. will alone assume full responsibility for the proper application or distribution of such payment;

5. will indemnify, defend and hold the Company harmless for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof;
6. with respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at the Policyholder's payor bank on the date the benefits become payable to convert United States of America dollar-denominated currency into foreign currency.

Any payment the Company makes in good faith fully discharges its liability to the extent of the payment made

**Time of Payment of Claims.** Benefits payable for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Incontestability.** No statement by the Insured, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured and a copy is given to the Policyholder, the Insured or the Insured's beneficiary.

**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 three years after the time written proof of loss is required to be furnished.

**Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured as shown on the records.

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 the Policyholder 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 Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary for an Insured's coverage or no designated beneficiary for the Insured's coverage is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

**Physical Examination and Autopsy.** The Company 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 the Company 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.

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

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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## MASTER APPLICATION FOR SHORT TERM TRAVEL INSURANCE POLICY

Application is hereby made for a plan of short term travel insurance based on the following statements and representations:

1. **Identification of Policyholder:**

Name of Policyholder: The Board of Regents of the University of Nebraska, et al.

Address of Policyholder: 3835 Holdrege, Lincoln, NE 68503-1435

Type of Organization: University

Nature of Business: University SIC Code: 8221

Name(s) of Affiliates(s) or Subsidiary(ies) to be covered: All campuses of University of Nebraska

Policy Number: GLB 0009157885

**Policy Riders and/or Endorsements:**

The following documents are attached to and made part of the Policy as of the Policy Effective Date. Each document is subject to all provisions, limitations and exclusions of the Policy and Description of Coverage that are not specifically modified by that document.

FORM NO.	DESCRIPTION
S30709NUFIC(Rev.)	Description of Coverage
S30717NUFIC-NE	Nebraska Amendatory Endorsement
S30743NUFIC	Travel Assistance Services
89644 6-13	Economic Sanctions Endorsement

2. **Premiums:**

It is hereby agreed and understood that the premium rate is as follows:

Class I \$1,500 Minimum and Deposit Premium then at a rate of \$1.50 per person per day subject to quarterly audits

Class II + III \$1.50 per person per day subject to quarterly audits

All travel must be reported to AIG at the agreed upon audit schedule during each term.

3. **Policy Effective Date:** September 1, 2020

4. **Policy Termination Date:** July 1, 2021

The Policyholder hereby accepts the policy and agrees to its terms

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Signed for the Policyholder

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Title

**WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.**

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## SHORT TERM TRAVEL INSURANCE POLICY NEBRASKA AMENDATORY ENDORSEMENT

The Policy to which this endorsement is attached is amended as follows:

The **POLICY EFFECTIVE AND TERMINATION DATES** Section is amended as follows:

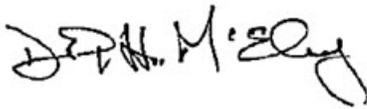
The **Termination Date** Section is deleted in the entirety and replaced with the following:

**Termination Date.** The Company may terminate this Policy by giving 30 days advance notice in writing to the Policyholder. The Policyholder may terminate this Policy at any time by giving 30 days advance written notice to the Company. This Policy may also, at any time, be terminated by mutual written consent of the Company and the Policyholder with 5 days advance notice. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Declarations section; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination. When the Policyholder terminates this Policy with the required notice to the Company, any unearned premium will be returned by the Company on a pro rata basis within 10 days of the date of cancellation.

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

No other changes to Policy to which this is attached are made by this endorsement.

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



President



Secretary

## TRAVEL ASSISTANCE SERVICES

Subject to the conditions described herein, the following services (herein called "Services") are available for the policyholder or the participating organization, where indicated, and to the Insureds described in the policy. Not all Services described herein are provided to all Insureds.

### DESCRIPTION OF SERVICES

#### TRAVEL MEDICAL ASSISTANCE

**Emergency medical evacuation transportation assistance** - If an Insured suffers an injury or illness that requires medical treatment or hospitalization, we will coordinate and arrange emergency medical transportation to the nearest most appropriate medical facility. Once the Insured is stabilized, our agents coordinate his/her return to a hospital near home.

**Physician/hospital/dental/vision referrals**- The Insured will be provided with a list of physicians, dentists and optometrists in the area in which they are traveling.

**Repatriation of mortal remains** – We will arrange for the preparation and air transportation of an Insured's mortal remains to their country of domicile in the event of death while traveling.

**Return travel arrangements** – In the event of hospitalization, arrangements will be made for unattended minors traveling with the Insured to be flown home.

**Emergency prescription replacement** - If medications are lost or stolen, we will assist the Insured in obtaining new prescriptions and also in shipping to the Insured at their current location.

**Dispatch of doctor or specialist** – We will arrange for a medical consultation or doctor visit if the Insured is unable to visit a doctor.

**In-patient and out-patient medical case management**- If the Insured is hospitalized, when traveling away from home, our medical advisors monitor the case from initial admission until discharge by maintaining close contact with the patient's attending physician, family doctor, and family. Our medical advisors also help determine if adequate care is available locally and if necessary, facilitate the evacuation of the Insured to the nearest appropriate medical facility.

**Qualified liaison for relaying medical information to family members** – We will facilitate communications between the Insured and their family if the Insured is unable to do so.

**Arrangements of visitor to bedside of hospitalized Insured** – Arrangements for relatives or visitors to travel to the Insured's bedside can be made through our 24-hour assistance center.

**Eyeglasses and corrective lens replacement assistance**- We will locate a service provider to replace eyeglasses or corrective lenses that may have been misplaced, stolen or damaged.

**Direct billing to medical providers**- We will coordinate with the medical provider to arrange direct billing, when available.

**Medical cost containment/expense recovery and overseas investigation**- We work directly with service providers to achieve significant discounts, audits medical expenses and will pursue an investigation if a resolution cannot be achieved between us and the service provider.

**Medical bill audits**- We assess all medical bills to ensure services provided are appropriate to the medical treatment needed and all that charges are reasonable and customary.

**Shipment of medical records-** We can provide assistance in shipping of needed medical records to the attending facility of the patient.

**Medical equipment rental/replacement-** We will locate a facility or provider that would have medical equipment available to the traveler and coordinate between the two parties.

### **EMERGENCY TRAVEL ASSISTANCE**

**Flight re-bookings** – We are available 24/7 to help Insureds rebook flights in the event of a flight cancellation, delay or schedule change.

**Hotel re-bookings-** We can assist in re-booking current reservations in the event of a flight cancellation, delay or schedule change.

**Rental vehicle booking-** We are available 24/7 to assist the Insured in booking car rentals domestically and internationally.

**Emergency return travel arrangements-** In the event of an emergency we are available to assist 24/7 with making hotel, flight and car rental arrangements to assist the Insured in returning home.

**Roadside Assistance** - We can assist in dispatching a tow truck or other appropriate roadside event (lock-out, gas, batter, etc) to the Insured's location in the event of a roadside emergency.

**Rental Vehicle Return** – If an Insured is traveling and has to abandon a rental due to an emergency, we will arrange for the vehicle's return to a location designated by the rental company.

**Guaranteed hotel check-in-** In the event of a travel delay, we can assist in calling the Insured's hotel to guarantee a late arrival check-in. We will also guarantee a hotel in the event the Insured has had their credit card stolen/lost.

### **WORLDWIDE TRAVEL ASSISTANCE**

**Lost baggage search; stolen luggage replacement assistance** – We can assist with the return of lost luggage by coordinating efforts with the commercial carrier. In the event that an item is lost while traveling, we will assist the Insured in the search for the lost item. We will coordinate getting the luggage to their current destination or home.

**Lost passport/travel documents assistance** - We will assist in the replacement of lost or stolen travel documents, passports or visas.

**ATM locator** - We can locate the specific ATM locations worldwide that accept the caller's credit card or other card requirements.

**Emergency cash transfer assistance** - We will help Insureds obtain cash advances in local or US currency for medical emergencies or other travel needs.

**Travel information including visa/passport requirements** – We can provide the Insured with information such as passport/visa requirements and assist in expediting the procurement of these documents.

**Emergency telephone interpretation assistance** - We provide emergency telephone translation services in all major languages and offers referrals to interpreter services.

**Urgent message relay to family, friends or business associates** – We will assist with contacting family or friends in the event of an emergency situation while the Insured is traveling.

**Up-to-the-minute travel delay reports-** We can assist in providing the most up-to-date travel delay reports and information.

**Long-distance calling cards for worldwide telephoning** - We can provide information and assistance on purchasing long-distance calling cards for worldwide telephoning.

**Inoculation information-** We will provide the Insured with inoculation recommendations that may be needed prior to traveling to their destination.

**Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures** - We will provide the most up-to-date information regarding medical advisories, epidemics, immunizations and preventative measures in the desired location.

**Up-to-the-minute travel supplier strike information** - We will provide the latest information available regarding travel supplier strikes and how it may affect the traveler.

**Legal referrals/bail bond assistance** - We will provide the Insured with convenient legal referrals in their general area.

### **CONCIERGE SERVICES**

**Restaurant referrals and reservations** - Worldwide dining referrals and reservations made on behalf of the Insured, based on availability.

**Event Ticketing** - Assistance with obtaining tickets to sporting, theater, concert and other events, based on availability.

**Ground transportation coordination** – Coordination of car or limo arrangements including transportation to and from the airport, hotel, meetings and more.

**Golf tee time reservations and referrals** - Assistance with scheduling tee times and making course recommendations, based on availability.

**Wireless device assistance-** Assistance with cell phones, personal digital assistants (PDAs) and other wireless devices, such as locating carrier stores, technicians, repair shops, replacement services when device is lost, stolen, or inoperable.

**Latest worldwide weather and ski reports-** 24/7 update on destination weather as well as ski conditions throughout the world.

**Floral Services** - Coordination of flower delivery for birthdays, anniversaries, holidays and other special occasions.

**Private air charter assistance-** Coordination with private air charters to gain access, availability and booking.

**Cruise charter assistance-** Assistance with establishing availability and booking of cruise charters.

**Latest sports scores-** 24/7 updates on sports scores.

**Find, wrap, and deliver one-of-a-kind gifts-** Assistance in finding unique gifts for friends and family, including gift wrapping and delivery.

**Movie and theater information-** Assistance with obtaining information about movie or theater events playing within a specific area. We also obtain the tickets to theater or movie events, based on availability.

**Latest stock quotes-** Up-to-the-minute stock quotes.

**Special occasion reminders and gift ideas-** Never miss a birthday, anniversary or special day while traveling. All special occasions are kept within our Insured services database and a reminder is sent 48 hours prior to the day. Coordination of finding unique gifts for friends and family, including gift wrapping and delivery are included.

**Lottery results-** Up-to-the-minute lottery results.

**Local activity recommendations-** Worldwide local activity referrals and reservations made on behalf of the Insured, based on availability.

### **PERSONAL SECURITY**

**Security Evacuation** – If an Insured while traveling outside their Home Country requires a Security Evacuation, the Company will coordinate the transportation of the Insured to the Nearest Place of Safety.

**Immediate 24 hour support services** – Insureds can receive support and information 24/7/365 during an incident involving personal security and/or safety; in-language support available. Services available on-line, via phone or e-mail.

**Security and safety advisories,** - Receive up-to-the-minute information on current situations and threats from security specialists.

**Confidential Storage of Personal Profile** - Provides a secure database of relevant Insured data (medical data, credit card information and others) and transmit this information to requested contacts.

**Identity Theft Services** - If an Insured's identity is stolen during a covered trip, our emergency travel counselors will assist in contacting the Insured's credit card companies, monitoring his or her credit report and working with local authorities to help restore the identity.

- Assist Identity theft victim by ordering and reviewing credit bureau records on their behalf;
- Interact with law enforcement to pursue prosecution of criminals;
- Investigate financial accounts where identity theft is suspected;
- Review account activity to identify any suspicious activity.

### **IV. LIMITATION**

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time in the event of war, riot, insurrection, opposition by legal and administrative authorities of the country in which the Insured becomes ill or is injured, or acts of God. The Company will, however, provide services to the best of its ability during such occurrence.

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time with written notice to the policyholder or the participating organization if the Company determines that to provide or continue to provide the Services would put the Company in violation of any applicable laws, regulations or ordinances.

## **V. DISCLAIMER**

In all cases, the medical professional or any attorney suggested by the Company shall act in a medical or legal capacity on behalf of the Insured only. The Company assumes no responsibility for any medical advice or legal counsel given by the medical profession or attorney. The Insured shall not have any recourse to Company by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

## **VI. SUBROGATION**

The Company shall be subrogated, up to the value of the Services it has provided, to the rights and causes of action of the Insured against any party responsible for acts giving rise to injury or sickness for which the Company renders assistance or for any other matter for which the Company incurs costs in providing Services under this Agreement.

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

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

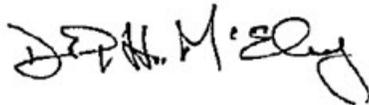
**ENDORSEMENT #1**

This endorsement, effective 12:01 A.M. September 1, 2020 forms a part of Policy No. GLB 0009157885 issued to The Board of Regents of the University of Nebraska, et al. by National Union Fire Insurance Company of Pittsburgh, Pa.

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**FACTS****Why?****What?****How?****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

## Who we are

**Who is providing this notice?** The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

**How does AIG protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

**How does AIG collect my personal information?** We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

**Joint marketing** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

## NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company<sup>1</sup>  
The United States Life Insurance Company in the City of New York  
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<p><b><i>HIPAA Privacy Officer</i></b> 2919 Allen Parkway L3-20 Houston, TX 77019 <a href="mailto:hipaaquestions@aig.com">hipaaquestions@aig.com</a></p>	
<b>Phone Numbers:</b>	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-231-3655
AIG Financial Network	1-800-888-2452
AIG’s Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

<sup>1</sup> This Company does not solicit business in New York.

**IMPORTANT NOTICE TO OUR CUSTOMERS  
REGARDING THE  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

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Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

**WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

**PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:  
<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

**OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

**POTENTIAL ACTIONS BY US**

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

**YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

**Edition Date: 5/2016**

## **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.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.