

Thank You for Choosing Travel Guard! We are happy to be part of your trip!

This document introduces you to the travel insurance policy and provides you with general information that may be helpful in understanding the policy. The policy is a legal contract between you and American Zurich Insurance Company of Illinois which provides insurance coverage for your trip through its relationship with Travel Guard. Please be sure to read the policy thoroughly. It includes a Schedule Page that shows the benefits that are offered.

Requirements to Purchase a Policy:

1. You are a U.S. resident at the time you buy the policy, and are still a U.S. resident when you begin your Trip.
2. You must purchase the policy no later than 24 hours prior to departure.

What You Should Know:



The policy covers specific **Unforeseen** events and losses, and only under the conditions listed in the policy.



The policy is designed to reimburse you after a Loss is incurred and a claim is filed. The Payment of Claims section supplies additional information on what is needed to file a claim.



The policy uses the term “days” throughout the document. With the exception of its usage with specific times, like those used in the Effective and Termination Dates section, e.g. 11:59 P.M. on the day before the scheduled **Departure Date**, they will refer to the actual number of days, regardless of the time of day. For example, if you are traveling June 1st, June 2nd and June 3rd, your trip length is 3 days, no matter what time you leave or return.



We understand that trip plans can change. If your dates of travel change, or you pay for additional trip components, you must update your application with us to include the additional trip components and/or any other changes. You can easily do this online at www.travelguard.com, or you can call us at 1.800.826.1300. If you travel without updating your application and then file a claim, the benefit payment may be reduced.



If you find that you don't want this policy for any reason, you can let us know by sending an email to: refund@travelguard.com. If you do this within 15 days of the Effective Date of the policy, we will refund the premium.



If you have a claim, you can file it online at <https://claims.travelguard.com/> or contact us at 1.800.826.1300 between 7a.m. and 7p.m. Central Time.



If you need to contact Travel Guard for questions or assistance during your trip, please call 1.715.345.0505. You may call collect if you are calling outside of the U.S.

Here's What's Included:

1. Schedule of Benefits. This lists the base policy benefits and the amount of coverage for each benefit, as well as options you may add to your policy. Each of these benefits will pay up to the limit shown for covered losses.

2. Effective and Termination Dates. It's important for both of us to know when your coverage is active. This section explains when each of the benefits in the policy start and when they end.

3. Definitions. You'll notice that some words in this policy are **Capitalized**, **Bold** and *Italics*. These are words that have specific meanings in the policy, and it's important that you know exactly what they are. When you see a capitalized, bold, italicized word, you can find the applicable meaning in the Definitions section.

4. Benefits. Each benefit in your policy will state the events or losses we will cover. You will also find an explanation of the payments we will make if one of those events occurs. Not every loss may be covered, and not every expense incurred in a loss may be paid, so please read the policy carefully.

5. Exclusions. The policy contains a General Exclusions section that applies to all benefits. Some benefits will include an exclusions section that will only apply to that particular benefit. The exclusions section lists the items or types of losses that are not covered under the policy, so be sure to read them as well to get a full understanding of how your benefits apply.

6. Payment of Claims. If you file a claim with us, this section shows which documentation is required, and how and where to send it.

7. General Provisions. This section explains contractual details of the policy.

8. Services. In addition to the insurance coverage provided by the policy, Travel Guard offers world-class assistance services to our customers.

Be sure to read the policy carefully to understand your coverage, and if you have any questions, let us know!

We are available at 1.800.826.1300

Travel Guard®

Part of  **ZURICH**® Cover-More

Travel Guard®



RENTAL VEHICLE DAMAGE COVERAGE

POLICY OF INSURANCE

Product Code: 944701 NW21 08/23

Price paid for this plan includes both insurance premium and fee for travel assistance services.

Assistance Services

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

- Travel Medical Assistance • Worldwide Travel Assistance

STATE AND PRIVACY NOTICE

This document is only applicable to residents of Alabama, Arizona, Arkansas, Connecticut, Delaware, Iowa, Kentucky, Maine, Maryland, Michigan, Mississippi, Nebraska, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, South Dakota, West Virginia, and Wisconsin.

If you are from any other state, you will need to [view your state-specific Policy](#), or call Travel Guard at 1.800.826.1300.

To view and print a copy of our privacy notice, please visit: www.travelguard.com/default/privacynotice.aspx



AMERICAN ZURICH INSURANCE COMPANY

A Stock Company
1299 Zurich Way, Schaumburg, Illinois 60196

INDIVIDUAL TRAVEL PROTECTION POLICY

IMPORTANT

This coverage is valid only if the appropriate cost has been paid.
Please keep this document as your record of coverage under the plan.

PLEASE READ THIS DOCUMENT CAREFULLY!

This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by American Zurich Insurance Company of Illinois (herein referred to as the **Company**).

This Policy is a legal contract between the **Insured** and the **Company**. It is important that you read your Policy carefully. Please refer to the **Schedule** or and **Declarations Page**. It provides you with specific information about the insurance you purchased.

FIFTEEN DAY LOOK

You may cancel this insurance by giving the **Company** or the agent written notice within the first to occur of the following:

- (a) 15 days from the Effective Date of your insurance; or
- (b) your scheduled **Departure Date**.

If you do this, the **Company** will refund your premium paid provided no **Insured** has filed a claim under this Policy. After this 15 day period, the premium is non-refundable. Refund requests may be sent by email to refund@travelguard.com.

Coverage may not be available in all states.

The President and Secretary of the American Zurich Insurance
Company of Illinois witness this Policy.

Sierra Signorelli

President

Ravraj K. Kanyanesh

Corporate Secretary

U-TGT-1003A-AL

(For full list of state form numbers, see the State Exceptions at the end of the policy.)

(01/25)

SCHEDULE OF BENEFITS

Maximum limit Per Insured

Rental Vehicle Damage Coverage	\$50,000
Deductible	\$250

For Questions or Information, Contact:



www.TravelGuard.com



1.800.826.1300

Underwritten by American Zurich Insurance Company of Illinois

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.

TABLE OF CONTENTS

SECTION I	EFFECTIVE AND TERMINATION DATES
SECTION II	GENERAL EXCLUSIONS
SECTION III	BENEFITS
SECTION IV	DEFINITIONS
SECTION V	PAYMENT OF CLAIMS
SECTION VI	GENERAL PROVISIONS

SECTION I EFFECTIVE AND TERMINATION DATES

WHEN COVERAGE BEGINS

Post-Departure Benefits

Rental Vehicle Damage Coverage begins when the **Insured** signs the rental agreement and takes possession of the rental, if the cost has been paid on or before the date and time the rental agreement has been signed.

WHEN COVERAGE ENDS

Post-Departure Benefits

Rental Vehicle Damage Coverage will end the earlier of:

- the rental's return to the rental agency; or
- 11:59 P.M. on the **Rental Return Date**.

If the **Insured** extends the rental agreement, the **Insured** must also contact Travel Guard on or before the **Rental Return Date** to extend the rental coverage and pay the cost due, otherwise this coverage will end on the original **Rental Return Date**.

SECTION II GENERAL EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all losses and all benefits. Unless otherwise shown below, these exclusions apply to the **Insured**, **Traveling Companion**, and **Family Member**. This Policy does not cover any loss for, caused by or resulting from:

- any loss that occurs at a time when the applicable benefit is not in effect, as outlined in the Effective and Termination Dates section; or
- war or act of war, whether declared or not, including civil war; or
- participation in a **Riot, Civil Disorder**, or insurrection; or
- travel restrictions due to government orders, warnings, advisories, regulations, directives, prohibitions, immunization requirements, or border closures, relating to an epidemic or pandemic. This includes any communicable disease that is currently, or has at any previous time, been declared an epidemic or pandemic by the World Health Organization or by any official governmental body or health authority, and also includes any preventive or preemptive action taken to prevent spread of a potential pandemic or epidemic; or
- commission of or attempt to commit a felony that affects the **Trip** by the **Insured**, a **Family Member**, a **Traveling Companion**, or **Business Partner**; or
- being under the influence of drugs or narcotics, unless administered upon the advice of a **Physician** as prescribed; or
- intoxication above the legal limit at the **Insured's** location at the time of loss; or
- any **Trip** taken by the **Insured** or **Traveling Companion** outside the advice of a **Physician**; or
- disruption of travel caused by a **C.B.R.N. Incident**; or
- disruption of travel caused by an **Electromagnetic Event**; or
- disruption of travel caused by a **Cyber Attack**; or
- disruption of travel caused by an **Impact Event**.

SECTION III BENEFITS

RENTAL VEHICLE DAMAGE COVERAGE

The **Company** will pay a benefit to reimburse the **Insured** up to the maximum limit shown in the **Schedule** or **Declarations Page** and subject to the **Deductible** if an **Insured's** rented vehicle is damaged while on a **Trip** due to collision, vandalism, windstorm, fire, hail or flood while in his/her possession. Payment will be made for the lesser of:

- the cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired (i.e. "loss of use" charges); or
- the **Actual Cash Value** of the vehicle.

Coverage is provided to the **Insured** and **Traveling Companion**, if both are licensed drivers and are listed on the rental agreement.

This coverage is **Primary** to other forms of insurance or indemnity. The **Company** will pay first, but reserves the right to recover from the insurance carrier(s) of any other party involved in the **Loss**, other than the **Insured**. The **Company** will not take steps to recover from any policy held by the **Insured**.

If the rental agency does not accept this coverage and requires the **Insured** to purchase another Rental Vehicle Damage policy, the **Insured** must contact Travel Guard at refund@travelguard.com to obtain a refund. Requests received after the **Rental Return Date** will require a copy of the rental invoice showing the charges for the additional insurance.

Rental Vehicle Damage Coverage Exclusions:

In addition to the General Exclusions, the following exclusions apply to this benefit. Unless otherwise specified below, these exclusions apply to the **Insured**, **Traveling Companion**, and **Family Member**. This benefit will not cover any loss for, caused by, or resulting from:

- (a) the **Insured** or **Traveling Companion** violating the rental agreement; or
- (b) rentals of heavy duty trucks, campers, trailers, off road vehicles primarily used for off-road purposes motor bikes, motorcycles, recreational vehicles, or **Exotic Vehicles**; or
- (c) failure to report the loss to the proper local authorities and/or the rental car company; or
- (d) damage to any other vehicle, structure, or person as a result of a covered **Loss** (i.e. liability coverage); or
- (e) the decreased value of the vehicle as a result of the accident and the subsequent repairs; or
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same; or
- (g) gross negligence, or willful and wanton conduct by an **Insured**; or
- (h) any loss that occurs on a **Trip** with a **Destination** less than 100 miles from the **Insured's Primary Residence**, or on a **Trip** that is not overnight in length.

The **Insured** must:

- (a) take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; and
- (b) report the **Loss** to the appropriate local authorities and the rental company as soon as possible; and
- (c) obtain all information on any other party involved in a traffic accident, such as name, address, insurance information, and driver's license number.

SECTION IV DEFINITIONS

Terms within this Policy which are **Capitalized**, **Bold** and *Italicized* are defined below.

Actual Cash Value means purchase price less depreciation.

Business Partner means a person who:

- (1) is involved with the **Insured** or the **Insured's Traveling Companion** in a legal partnership; and
- (2) is actively involved in the daily management of the business.

Caregiver means an individual employed to provide assistance with activities of daily living to the **Insured** or to the **Insured's Family Member** who has a physical or mental impairment. The caregiver must be employed by the **Insured** or the **Insured's Family Member**. A caregiver is not a babysitter, childcare service, or any facility or provider.

C.B.R.N. Incident means the actual, alleged or threatened discharge, seepage, migration, release, escape, exposure or dispersal of any hazardous chemical, biological, radioactive, or nuclear material, gas, matter or contamination.

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

Civil Disorder means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority, and/or the actions of an established government or civil authority to suppress any such gathering.

Company means American Zurich Insurance Company of Illinois.

Cyber Attack means unauthorized and/or unintended activities that target or affect the devices, equipment, files, data, systems, websites, networks or databases of one or more people or companies:

- (a) performed using internet or network access via computers or other electronic devices; and/or
- (b) performed via physical means including, but not limited to: damaging or altering network connections, physically destroying data center or network center equipment, or electromagnetic pulse detonation.

Declarations Page means the document showing the **Insured's** travel dates and insurance benefits.

Deductible means the amount of charges that must be incurred by an **Insured** before benefits become payable. The amount of the deductible is shown in the **Schedule** or **Declarations Page** for each benefit to which a deductible applies.

Departure Date means the date that the **Insured** is originally scheduled to leave on his/her **Trip**. This date is specified in the travel documents.

Destination means any place the **Insured** expects to travel to on his/her **Trip**, as shown on the travel documents.

Domestic Partner means an opposite or a same-sex partner who is at least 18 years of age and who:

- (a) resided with the **Insured** for at least 6 months; and
- (b) shared financial assets and obligations with the **Insured** for at least 6 months; and
- (c) is not related by blood to the **Insured** to a degree of closeness that would prohibit a legal marriage; and
- (d) neither the **Insured** nor domestic partner is married to anyone else, nor has any other domestic partner.

The **Company** may require proof of the domestic partner relationship in the form of a signed and completed affidavit of domestic partnership.

Electromagnetic Event means a large-scale disruption of electronic devices, electrical grids, or electricity transmission, caused by an electromagnetic pulse (E.M.P.). This includes both naturally occurring events (e.g. solar flares, geomagnetic storms, etc.) and man-made events (e.g. nuclear E.M.P., Electromagnetic Interference Devices, etc.).

Exotic Vehicle means a vehicle over 20 years old, or any vehicle with an original manufacturer's suggested retail price greater than \$75,000.

Family Member means the **Insured's**, or **Traveling Companion's** spouse, child, parent, brother, sister, grandparent, grandchild, daughter/son-in-law, brother/sister-in-law, step-child/sister/brother/parent, parent-in-law, civil union partner, **Domestic Partner**, step-grandparent/grandchild, aunt, uncle, step-aunt/uncle, niece, nephew, legal guardian, **Caregiver**, foster child, ward, or legal ward; and the spouse, civil union partner, or **Domestic Partner** of any of the above. Family Member also includes these relations to the **Insured's** or **Traveling Companion's** spouse, civil union partner, or **Domestic Partner**.

Impact Event means the terrestrial impact of an object originating from outside the earth's atmosphere, such as a meteorite, asteroid, or man-made space debris.

Injury/Injured means a bodily injury caused by an accident occurring while the **Insured's** coverage under this Policy is in force and resulting directly and independently of all other causes of **Loss** covered by this Policy. The injury must be verified by a **Physician**.

Insured means a person:

- (a) for whom the application form has been completed; and
- (b) for whom the cost has been paid; and
- (c) for whom a **Trip** is scheduled.

Loss means financial or physical damage sustained by the **Insured** as a result of one or more of the events that the **Company** has undertaken to compensate the **Insured**.

Owned or Rented Vehicle means a self-propelled private passenger motor vehicle that is of a type both designed and required to be licensed for use on the highways of any state or country, that is rented or owned by the **Insured**. Owned or rented vehicle does not include any motor vehicle that is used in mass or public transit.

Physician means a licensed practitioner of medical, surgical, or dental services acting within the scope of their license. The treating physician cannot be the **Insured**, a **Traveling Companion**, a **Family Member**, or a **Business Partner**.

Primary means the **Company** will pay before any other insurance or indemnity.

Primary Residence means the **Insured's** fixed and permanent home for legal and tax purposes.

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

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

Riot means three or more people violently disturbing the peace causing immediate danger, damage, or injury to others or to property.

Schedule means the Schedule of Benefits shown in the front of this Policy.

Traveling Companion means a person or persons with whom the **Insured** has coordinated travel arrangements and intends to travel with during the **Trip**. A group or tour leader is not considered a traveling companion unless the **Insured** is sharing room accommodations with the group or tour leader. Other travelers incidentally taking the same trip as the **Insured** (e.g. other cruise passengers, tour group participants, etc.) are not considered traveling companions.

Trip means a period of travel away from home to a **Destination** outside the **Insured's City** of residence taken during the coverage term. The trip has a defined **Departure Date** and **Return Date**; and does not exceed 180 days.

Unforeseen means not known, anticipated or reasonably expected, and occurring after the effective date of the benefit under which the claim is being made.

SECTION V PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim:

The **Insured** must contact Travel Guard Assist, Inc. as soon as reasonably possible, and be prepared to describe details regarding the **Loss** and the insured **Trip**. Travel Guard Assist, Inc. will provide the claim form to the **Insured** for his or her review and signature.

The **Insured** may initiate the claim online at <https://claims.travelguard.com/>. Utilizing this method will allow the **Insured** to view the status of the claim in real time.

Claims may also be initiated by telephone.

The completed claim forms can be sent back to Travel Guard Assist, Inc. via website, mail, fax, or email.

Contact information:

- Online: <https://claims.travelguard.com/>
- Mail: PO Box 47, Stevens Point, WI 54481
- Telephone: 1.800.826.1300
- E-mail: claimsdoc@travelguard.com
- Fax: 1.715.345.1141

Claims will be processed by Travel Guard Assist, Inc.

Travel Guard Assist, Inc. will accept electronic copies of claim submissions, except as expressly stated elsewhere. However, Travel Guard Assist, Inc. may, at its discretion, require original documentation to be sent.

Notice of Claim:

The **Insured** must provide notification of the claim to Travel Guard Assist, Inc. no later than 1 year after the date of the **Loss**, or as soon as is reasonably possible. Failure by the **Insured** to make such notification may result in no benefits being paid.

Claim Procedures: Proof of Loss:

The claim forms must be sent back to Travel Guard Assist, Inc. no more than 90 days after a covered **Loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Policy must be submitted to Travel Guard Assist, Inc. no later than one year after the date of **Loss** or as soon as reasonably possible. All claims require the **Insured** to provide Travel Guard Assist, Inc. with the following:

- (a) the benefit-specific documentation shown below; and
- (b) a trip invoice, itinerary or confirmation showing details of the **Trip** (dates of travel, destination, etc.); and
- (c) any other information reasonably required to prove the **Loss**.

Rental Vehicle Damage Coverage Proof of Loss:

The **Insured** must provide Travel Guard Assist, Inc. with the following:

- (a) a copy of the rental contract; and
- (b) a police, accident or incident report which provides details of the event; and
- (c) a copy of the repair estimate or invoice; and
- (d) pictures of the vehicle damage, including accident scene photos, if available; and
- (e) proof of any payments made to the rental agency for the damage.

Payment of Claims: When Paid:

Payable claims will be paid as soon as Travel Guard Assist, Inc. receives and verifies the completeness of all required documentation of the **Loss**.

Payment of Claims: To Whom Paid:

Benefits are payable to the **Insured** who purchased this Policy. Any benefits payable due to that **Insured's** death will be paid to the survivors of the first surviving class of those that follow:

- (a) the beneficiary named by the **Insured** and on file with Travel Guard; if none is available, then
- (b) to the **Insured's** spouse, if living. If no living spouse, then
- (c) to the **Insured's** estate.

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

Disagreement Over Size of Loss.

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

Benefit to Bailee.

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

The following provision applies to Rental Vehicle Damage Coverage:

Recovery - To the extent the **Company** pays for a **Loss** suffered by an **Insured**, the **Company** will be assigned the rights and remedies the **Insured** had relating to the **Loss**. The **Insured** will be made whole before the **Company** begins recovery. The **Insured** must help the **Company** preserve its rights against those responsible for its **Loss**. This may involve signing any papers and taking any other steps the **Company** may reasonably require. When an **Insured** has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the **Company** by the **Insured** and reimbursed to the **Company** to the extent of the **Company's** payment.

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

The **Company** will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an **Insured** or such other person against any Third Party or Coverage.

Coverage - as used in this Recovery section, means any other fund or insurance policy except coverage provided under this Policy.

Third Party - as used in this Recovery section, means any person, corporation or other entity (except the **Insured** and the **Company**).

SECTION VI GENERAL PROVISIONS

Entire Contract: Changes: This Policy, **Schedule** or **Declarations Page**, application form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the **Company** may approve a change. Any such change must be shown in this Policy or its attachments.

Cancellation by Us: This policy is a single-pay, single-term nonrenewable insurance product. We have no unilateral right to cancel this coverage after it becomes effective.

Acts of Agents. No agent or any person or entity has authority to accept service of the required proof of **Loss** or demand arbitration on the **Company's** behalf nor to alter, modify, or waive any of the provisions of this Policy.

Physical Examination and Autopsy. The **Company** at its own expense has the right and opportunity to examine the person of any **Insured** 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 perform an autopsy in case of death where it is not forbidden by law.

Beneficiary Designation and Change. The **Insured's** beneficiaries are the persons designated by the **Insured** and on file with Travel Guard or the beneficiaries as shown in the Payment of Claim: To Whom Paid provision.

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

Assignment. An **Insured** may not assign any of his or her rights, privileges or benefits under this Policy without the prior consent of the **Company**.

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 5 years after the time written proof of **Loss** is required to be furnished.

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

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

Termination of this Policy. Termination of this Policy will not affect a claim for **Loss** if coverage was purchased while this Policy was in force.

Transfer of Coverage. Coverage under this Policy cannot be transferred by the **Insured** to anyone else.

Controlling Law: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

STATE EXCEPTIONS

Alabama

U-TGT-1003A-AL

Arizona

U-TGT-1003A-AZ

Arkansas

The **Disagreement Over Size of Loss** provision is amended to add "appraisals and arbitration are non-binding".

The **Definition Section** is amended to add the following definition:

Punitive or Exemplary Damages mean those imposed to punish a wrongdoer and to deter others from similar conduct.

The **Recovery** provision is amended to replace "The **Insured** will be made whole before the **Company** begins recovery" with the following text:

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

Connecticut

The **General Exclusion** relating to being under the influence of drugs or narcotics is replaced with the following: "voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his physician for the **Insured**;"

The **General Exclusion** "accidental release, escape or dispersal of: nuclear or radioactive contamination; pathogenic, poisonous biological or chemical materials" is deleted in its entirety.

The following definition is added:

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

U-TGT-1003A-AR

Connecticut

U-TGT-1003A-CT

Delaware

U-TGT-1003A-DE

Iowa

U-TGT-1000A-IA

Kentucky

U-TGT-1003A-KY

Maine

The **Effective & Termination Date** is amended to add the following:

Unless otherwise provided, all benefits shall terminate at 12:01 A.M. standard time on the expiration date stated in the policy.

The **Actual Cash Value** definition is deleted and replaced in its entirety by the following definition:

Actual Cash Value means the replacement cost of an insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged. "Physical Depreciation" means a value as determined according to standard business practices.

The **Payment of Claims: When Paid** provision is amended to add:

"If an undisputed claim or any undisputed part of a claim is not paid within 30 days from receipt of Proof of Loss, the **Company** will pay interest at 1 ½% per month from the date Proof of Loss is received".

The following provision is added to the Policy:

Plan Cancellation

This plan may be cancelled by the **Company** only on the following grounds:

- (A) Nonpayment of premium;
- (B) Fraud or material misrepresentation made by or with the knowledge of the named **Insured** in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (C) Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- (D) Failure to comply with reasonable loss control recommendations;
- (E) Substantial breach of contractual duties, conditions or warranties; or
- (F) Determination by the superintendent that the continuation of a class or block of business to which the policy belongs will jeopardize a company's solvency or will place the insurer in violation of the insurance laws of this State or any other state."

U-TGT-1003A-ME

Maryland

The last sentence of the **Legal Action** provision is amended to read as follows:

No such action may be brought after the expiration of 3 years from the date the loss accrues.

U-TGT-1003A-MD

Michigan

The first sentence of the **Fifteen Day Look** provision is amended to state that advance notice must be given.

The **Disagreement Over Size of Loss** provision is replaced with the following:

If the **Insured** and **Company** fail to agree on the **Actual Cash Value** or amount of the **Loss**, either party may make a written demand that the amount of the **Loss** or the **Actual Cash Value** be set by appraisal. If either makes a written demand for appraisal, each party shall select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand. The 2 appraisers shall then select a competent, impartial umpire. If the 2 appraisers are unable to agree upon an umpire within 15 days, the **Insured** or **Company** may ask a judge of the circuit court for the county in which the **Loss** occurred or in which the property is located to select an umpire, unless the insured consents to another location after the arbitral dispute occurs. The appraisers shall then set the amount of the **Loss** and **Actual Cash Value** as to each item. If the appraisers submit a written report of an agreement to the **Company**, the amount agreed upon shall be the amount of the **Loss**. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any 2 of these 3 shall set the amount of the **Loss**. The decision of the umpire must meet the same standards that would be adhered to by a local court of competent jurisdiction. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by the **Insured** and the **Company**.

Recovery Provision - The last paragraph is amended to add:

You are not forbidden from filing a lawsuit against the **Company** within the statute of limitations to have any dispute settled by a court of proper jurisdiction when you believe we have not appropriately responded to your requests concerning such proceedings or have acted inappropriately in handling your claim.

U-TGT-1003A-MI

Mississippi

The **Physical Examination and Autopsy** provision is deleted in its entirety.

U-TGT-1003A-MS

Nebraska

U-TGT-1003A-NE

New Jersey

U-TGT-1003A-NJ

New Mexico

U-TGT-1003A-NM

North Carolina

The time period in the **Proof of Loss** provision is amended to 180 days.

The **Recovery** provision does not apply to medical and accident benefits.

U-TGT-1003A-NC

Ohio

U-TGT-1003A-OH

Oklahoma

The **Effective & Termination Date** provision Unless otherwise provided, all benefits shall terminate at 12:01 A.M. standard time on the termination date stated in the policy.

U-TGT-1003A-OK

South Carolina

The **FIFTEEN DAY LOOK** provision is amended to read as follows:

FIFTEEN DAY LOOK: You may cancel this insurance by giving the **Company** or the agent written notice within the first to occur of the following:

- (a) 15 days from the Effective Date of your insurance; or
- (b) your scheduled **Departure Date**.

If you do this, the **Company** will refund your premium paid provided no **Insured** has filed a claim under this Policy. For Cancellations after this 15 day period, please refer to the "Cancellation By Insured" provision in the General Provisions section. Refund requests may be sent by email to refund@travelguard.com.

The **Notice of Claims** Provision is amended as follows:

Claim Procedures: Notice of Claim: The **Insured** must contact Travel Guard Assist, Inc. within twenty days or as soon as reasonably possible, and be prepared to describe details regarding the **Loss** and the insured **Trip**. Travel Guard Assist, Inc. will provide the claim form to the **Insured** for his or her review and signature. Claim forms will be provided within 15 days of Notice of Claim.

The **"Physical Examination and Autopsy"** provision is amended to add:

"The autopsy of a South Carolina resident must be performed in the state of South Carolina."

The **"Legal Actions"** provision is amended to replace the expiration period of 5 years with 6 years.

The Policy is amended to add the **Cancellation By Insured** provision to the General Provisions section.

"Cancellation By Insured. The **Insured** may cancel this policy at any time, prior to the start of the **Insured's Trip**, by written notice delivered or mailed to Travel Guard or the **Company**, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation by the **Insured** for which the Fifteen Day Look provision does not apply, the **Company** will promptly return a portion of any premium paid computed by use of the pro rata method."

U-TGT-1003A-SC

South Dakota

General Exclusion item (e) "being under the influence of drugs or narcotics..." is deleted in its entirety.

The **Disagreement Over Size of Loss** provision is amended to add: Any appraisal must be mutually agreed upon by the **Insured** and **Company** with the results nonbinding.

The **Legal Actions** provision is amended to replace the expiration period of 5 years with 6 years.

The **Arbitration** provision is amended to state that the results of any arbitration are non-binding.

U-TGT-1003A-SD

West Virginia

U-TGT-1003A-WV

Wisconsin

The **Payment of Claims: When Paid:** provision is amended to add "but not later than 30 days".

The **Arbitration** Provision is deleted in its entirety.

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

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

U-TGT-1003A-WI

ASSISTANCE SERVICES

All assistance services provided by Travel Guard Assist, Inc. ("Travel Guard") are non-insurance services. Travel Guard will help arrange services, but any cost associated with securing the services are at the insured's sole expense.

Travel Medical Assistance

- Emergency medical transportation assistance
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Coordination of doctor or specialist
- Medical evacuation quote
- In-patient and out-patient medical case management
- Medical payment arrangements
- Coordinate the renting and/or replacement of medical equipment
- Physician/hospital/dental/vision referrals
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to the bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical cost containment/expense recovery
- Medical bill audits
- Coordinate shipment of medical records

Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Assist with obtaining long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate information
- Currency conversion or purchase assistance
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information
- Flight rebooking assistance
- Hotel rebooking assistance
- Rental vehicle booking assistance
- Coordinate emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connections coordination

Travel Guard®

Part of  **ZURICH** Cover-More

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

USA : **1.800.826.1300**

International : **1.715.345.0505**

24-Hour Emergency Travel Assistance : **1.800.826.8597**

**Be sure to use the appropriate country
and city codes when calling.**

[illegible]

Name: _____

Phone #: _____

Name: _____

Phone #: _____

Name: _____

Phone #: _____

Police Called? ☐ Yes ☐ No

Report Number: _____

Officer's Name: _____

Officer's Badge Number: _____



17