

**BAGGAGE** means luggage, personal possessions, and travel documents taken by the Insured on the Trip.

**BUSINESS PARTNER** means an individual who is involved with the Insured in a legal partnership and shares in the management of the business.

**DESTINATION** means the place where the Insured expects to travel on the Insured's Trip.

**DOMESTIC PARTNER** means a person who is at least eighteen (18) years of age and with whom the Insured can show:

1. Evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations;
2. Evidence of cohabitation for at least the previous six (6) months; and
3. An affidavit of domestic partnership, if recognized by the jurisdiction within which the Insured resides.

**ELECTIVE TREATMENT AND PROCEDURES**

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

**FINANCIAL INSOLVENCY** means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation of operations following the filing of a bankruptcy petition, by an airline; provided that the Financial Insolvency occurs more than fifteen (15) days following the effective date for the Trip Cancellation Benefits.

**HOSPITAL** means an institution that meets all of the following requirements:

1. It shall be operated according to law;
2. It shall give twenty-four (24) hour medical care, diagnosis, and treatment to the sick or injured on an inpatient basis for which a charge is made;
3. It shall provide diagnostic and surgical facilities supervised by Physicians;
4. Registered nurses shall be on twenty-four (24) hour call or duty; and
5. The care shall be given either on the hospital's premises or in facilities available to the hospital on a pre-arranged basis.

Hospital does not include a rest, convalescent, extended care, rehabilitation, or other nursing facility; a facility that primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing, or other section of the hospital used for such purposes); or a facility that provides hospice care (or wing, ward, or other section of a hospital used for such purposes).



**IMMEDIATE FAMILY MEMBER** includes the Insured's or the Traveling Companion's spouse, child, spouse's child, domestic partner, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, guardian, or ward.

**INJURY** means bodily injury caused by an accident, which:

1. Occurs while coverage is in force under this policy; and
2. Requires examination and treatment by a Physician.

The Injury shall be the direct cause of loss and shall be independent of all other causes and shall not be caused by, or result from Sickness.

**INSURED** means any Hawai'i resident who has purchased a Trip and who has elected and paid the premium required by this Policy prior to the Scheduled Departure Date of the Trip. Insured also means an individual listed on the Schedule of Additional Insureds.

**PAYMENTS OR DEPOSITS** means the cash, check, or credit card amounts actually paid for the Insured's Trip. Payments made in the form of a certificate, voucher, or discounts are not Payments or Deposits as defined herein.

**PHYSICIAN** means a person licensed as a medical doctor by the jurisdiction in which the person is resident to practice the healing arts. The person shall be practicing within the scope of the person's license and may not be the Insured, a Traveling Companion, or an Immediate Family Member.

**PRE-EXISTING CONDITION** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the effective date for which the Insured or the Insured's Traveling Companion or Immediate Family Member scheduled or booked to travel with the Insured:

1. Received or received a recommendation for a diagnostic test, examination, or medical treatment; or
2. Took or received a prescription for drugs or medicine.

Pre-existing Condition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty-day (60-day) period before coverage is effective under this policy.

**PRIMARY RESIDENCE** means the principal place of abode or domicile.

**RETURN DESTINATION** means the place to which the Insured expects to return to from the Insured's Trip.

**SCHEDULED DEPARTURE DATE** means the date on which the Insured is originally scheduled to leave on the Insured's Trip.

**SCHEDULE OF BENEFITS** means the description and limits of benefits set forth on the accompanying Declarations Page of this policy.

**SCHEDULED RETURN DATE** means the date on which the Insured is originally scheduled to return to the point where the Trip started or to a different final destination.

**SICKNESS** means an illness or disease of the body that:

1. Requires examination and treatment by a Physician; and
2. Commences while coverage under this policy is in force.

An Illness or disease of the body, which first manifests itself and then worsens or becomes acute prior to the effective date of this policy is not a Sickness as defined herein and is not covered by this policy.

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

**TRAVEL DELAY** means a delay in the Insured's Trip if the delay is for twelve (12) or more hours and is caused by:

1. Carrier delay;
2. Lost or stolen passport, travel documents, or money;
3. Quarantine;
4. Natural disaster;
5. Injury or Sickness of an Insured, an Immediate Family Member traveling with an Insured, or a Traveling Companion;
6. Death of an Immediate Family Member traveling with an Insured or a Traveling Companion
7. Closure of public roadways by government authority due to adverse weather conditions

**TRAVELING COMPANION** means a person whose name appears on the same Trip arrangement and who, during the Trip, will share accommodations with the Insured in the same room, cabin, apartment, or condominium unit.

**TRIP** means a scheduled trip for which coverage is elected and premium paid and all travel arrangements are arranged by the Named Insured prior to the Scheduled Departure Date of the Trip.

**UNFORESEEN EVENTS** means only the following unforeseeable events or their consequences, which occur while coverage is in force under this policy and which are beyond the Insureds' control:

1. Air carrier delays resulting from inclement weather, mechanical breakdown of the aircraft on which the Insured is scheduled to travel, or organized labor strikes that affect public transportation;
2. Arrangements canceled by an airline resulting from inclement weather, mechanical breakdown of the aircraft on which the Insured is scheduled to travel, or organized labor strikes that affect public transportation.
3. Cancellation of arrangements due to Financial Insolvency of an airline; this applies only if the Insured's premium is received within fourteen (14) days of the initial deposit and payment for the Insured's Trip.
4. A change in plans by the Insured, an Immediate Family Member traveling with the Insured, or Traveling Companion resulting from one of the following events:
  - A. Being directly involved in or delayed due to a documented traffic accident while en route to departure;
  - B. Being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action; provided that the Insured, an Immediate Family Member traveling with the Insured or a Traveling Companion is not:
    - i. A party to the legal action; or
    - ii. Appearing as a law enforcement officer;
  - C. Having the Insured's primary residence made uninhabitable by fire, flood, volcano, earthquake, hurricane, or other natural disaster;
  - D. Being called into active military service to provide aid or relief in the event of a natural disaster;
  - E. A documented theft of passports or visas; or
  - F. A transfer of employment of two hundred fifty (250) miles or more.

**USUAL AND CUSTOMARY** means the usual charge made by a provider for medical services, treatment, or supplies. It may not exceed the general level of charges for similar services, treatment, or supplies made by other providers in the area where the service or treatment is given or the supply bought.

## I. Trip Cancellation/Trip Interruption Benefits.

a. In General: Company shall pay this benefit to an Insured, Immediate Family Member, or Traveling Companion, up to the Maximum Limit shown on the Schedule of Benefits if a Trip is delayed, canceled, or interrupted due to any Unforeseen Event, Sickness, Injury or Death of an Insured, Immediate Family Member or Traveling Companion. However, Company shall not pay for losses caused by:

1. Carrier-caused delays including an announced, organized, sanctioned union labor strike that affects public transportation, unless the effective date of this policy is prior to the date upon which labor union members vote to approve a strike;
2. Travel arrangements canceled or changed by an airline, cruise line, or tour operator, unless the cancellation is a result of inclement weather;
3. Changes in plans by the Insured, Immediate Family Member, or Traveling Companion for reasons other than those listed defined under Unforeseen Events paragraph (4);
4. Financial circumstances of an Insured, Immediate Family Member, or Traveling Companion;
5. Any business or contractual obligations of an Insured, Immediate Family Member, or Traveling Companion;
6. Default by the person, agency, or tour operator from whom an Insured bought the Insured's insurance coverage or purchased the Insured's travel arrangements;
7. Any government regulation or prohibition;
8. An event or circumstance that occurs prior to the effective date of this policy.

b. Trip Cancellation Benefits. Company shall pay these benefits up to the Maximum Limit shown on the Schedule of Benefits for a Trip that is canceled at least twenty-one (21) days before the Scheduled Departure Date. In that case, the maximum benefit payable shall be equal to the amount of the cancellation fee paid by the Insured as a result of such cancellation. Company shall pay forfeited, non-refundable, unused prepaid Payments or Deposits if an Insured's Trip is canceled due to any of the reasons set forth in Section I.a. Company shall also pay an Insured's additional costs incurred as a result of a change in the per person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled due to any reason set forth in Section I.a. above, and the Insured's Trip is not canceled.

c. Trip Interruption Benefits. Company shall pay or provide these benefits up to the Maximum Limit shown on the Schedule of Benefits for any Trip that has been interrupted due to any of the reasons shown in Section I.a. or due to the Sickness, Injury or Death of an Insured, Immediate Family Member, Traveling Companion or Business Partner. In this regard, Company shall pay or provide the following:

1. Forfeited, non-refundable prepaid Payments or Deposits, or unused prepaid Payments or Deposits for an Insured's Trip if an Insured's Trip is interrupted;
2. Additional transportation expenses incurred by an Insured:
  - A. To the Return Destination;
  - B. From the place that an Insured left the Trip to the place that the Insured rejoins the Trip;
3. Additional transportation expenses incurred by an Insured to reach the original Trip Destination if the Insured is delayed, and the Insured leaves after the Trip Departure Date. However, the benefits payable under I.c.2. and I.c.3. shall not exceed the cost of economy airfare by the most direct route, less any refunds paid or payable;
4. An Insured's additional cost as a result of a change in the per person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is interrupted, and the Insured's Trip is continued.
5. If the Insured's Trip is interrupted due to hospitalization from Injury or Sickness, and such hospitalization prevents the Insured from returning to the Insured's Return Destination on the Scheduled Return Date, the Company shall provide accommodations at the hotel of the Company's choice for the Insured's Traveling Companion at no charge for the period the Insured is hospitalized; provided that the Insured is not hospitalized for more than seven (7) days.



## II. Travel Delay Benefits.

Company shall reimburse an Insured up to one hundred dollars (\$100.00) per day and up to the Maximum Aggregate Limit shown on the Schedule of Benefits for a Travel Delay for reasonable expenses, such as additional hotel accommodations, meals, telephone calls, and local transportation until travel becomes possible. Incurred expenses shall be accompanied by receipts. This benefit is payable for only one delay for all Insureds.

If the Insured is hospitalized for Injury or Sickness during the Trip, and such hospitalization prevents the Insured from returning to the Insured's Return Destination on the Scheduled Return Date, the Company shall provide accommodations at the hotel of the Company's choice for the Insured's Traveling Companion at no charge for the period the Insured is hospitalized; provided that the Insured is not hospitalized for more than seven (7) days.

## III. Loss of Baggage and Travel Documents Benefits.

Company shall reimburse an Insured up to the Maximum Aggregate Limit shown on the Schedule of Benefits. Company shall pay all direct loss due to accident to an Insured's Baggage, passports, and visas during an Insured's Trip. Subject to the Maximum Aggregate Limit shown on the Schedule of Benefits, Company shall also pay for loss due to unauthorized use of an Insured's credit cards if the Insured has complied with all credit card conditions imposed by the Insured's credit card company or companies.

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

b. Property Not Covered. Company shall not pay for damage to or loss of:

1. Animals
2. Property used in trade, business, or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment, if the loss results from the use thereof
3. Boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances
4. Artificial limbs or other prosthetic devices, artificial teeth, dental bridges or dentures, hearing aids, any type of eyeglasses, sunglasses, or contact lenses
5. Documents or tickets, except for administrative fees required to reissue tickets
6. Money, stamps, stocks and bonds, postal or money orders, or credit cards, except as noted above
7. Property shipped as freight or shipped prior to the Scheduled Departure Date
8. Contraband.



c. Special Limitation. Company shall not pay more than two hundred fifty dollars (\$250.00) per item up to the Maximum Aggregate Limit shown in the Schedule of Benefits. Items over one hundred fifty dollars (\$150.00) in value should be accompanied by the original receipts, or legible, true, and correct copies, if originals are unavailable. If receipts or copies thereof are not provided, benefits may be reduced or not provided at all.

d. Additional Exclusions. In addition to the general exclusions, Company shall not pay this benefit for loss due to:

1. Defective materials or craftsmanship
2. Normal wear and tear
3. Deterioration
4. Rodents, animals, or insects

e. Payment of Loss. Company shall pay, in cash, the cost of repair or replacement of an Insured's Damaged Baggage, less depreciation; or, at the Company's option, the Company may repair or replace the Insured's Baggage. The Company shall notify the Insured within thirty (30) days after the Company receives the Insured's proof of loss. The Company may take all or part of the Damaged Baggage at an appraised or agreed value. In the event of a loss to a pair or set of items, the Company may, at its sole option:

1. Repair or replace any part to restore the pair or set to its value before the loss
2. Pay the difference between the value of the property before and after the loss.

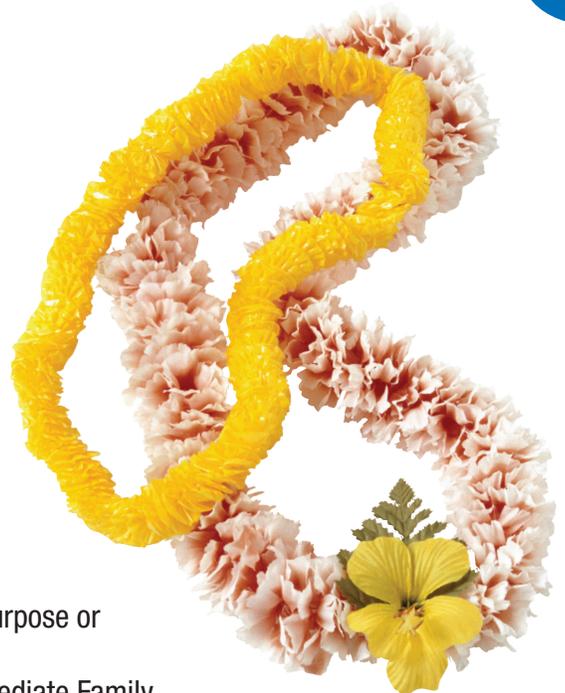
#### IV. Personal Articles Benefits.

Company shall reimburse an Insured up to the Maximum Aggregate Limit shown on the Schedule of Benefits for the cost of reasonable, additional clothing and personal articles purchased by an Insured during a Trip, if the Insured's Baggage is delayed for more than twelve (12) hours. Incurred expenses shall be accompanied by receipts. These benefits do not apply if Baggage is delayed after an Insured reaches the Return Destination.

#### EXCLUSIONS

This policy shall not apply to:

1. A Pre-Existing Condition, including death that results therefrom.
2. Suicide, attempted suicide, or intentionally self-inflicted injury of the Insured or Traveling Companion, Immediate Family Member, or Business Partner booked to travel with the Insured.
3. Mental illness or psychological disorders.
4. Being under the influence of drugs or intoxicants, unless prescribed by a Physician.
5. Normal pregnancy or resulting childbirth or elective abortion.
6. Participation as a professional in athletics.
7. Participation in organized amateur and Interscholastic athletic or sports competition or events.
8. Riding or driving in any motor competition.
9. Declared or undeclared war, or any act of war.
10. Civil disorder.
11. Service in the armed forces of any country.
12. Nuclear reaction, radiation, or radioactive contamination.
13. Operating or learning to operate any aircraft, as pilot or crew.
14. Mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company.
15. Any unlawful acts, committed by the Insured or a Traveling Companion (whether Insured or not).
16. Any amount paid or payable under any worker's compensation, disability benefit, or similar law.
17. A loss or damage caused by detention, confiscation, or destruction by customs.
18. Elective Treatment and Procedures.
19. Medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment.
20. Business, contractual, or educational obligations of the Insured, Immediate Family Member, Business Partner, or Traveling Companion.
21. Financial Insolvency of the person, organization, or firm from whom the Insured directly purchased or paid for the Insured's Trip, Financial Insolvency that occurred before the effective date for Trip Cancellation Benefits, or Financial Insolvency that occurs within fifteen (15) days following the effective date for the Trip Cancellation Benefits.
22. Failure of any tour operator, common carrier, or other travel supplier, person, or agency to provide the bargained-for travel arrangements other than Financial Insolvency.
23. A loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when the policy is not in effect for the Insured.
24. Persons who have purchased this Policy who are not legal residents of the State of Hawai'i.



## **CONDITIONS**

### **I. Individual Eligibility, Effective and Termination Dates.**

Persons eligible for insurance under the policy are any travelers who are residents of the State of Hawai'i who purchases coverage, accepts, enrolls, and pays the premium for coverage; provided that they have not already departed on their Trip.

- a. Effective Date: Trip Cancellation Benefits shall be effective at 12:01 A.M. on the day after the premium is paid to the travel agent. All other coverages shall begin on the later of:
  1. The date and time the Insured starts the Insured's Trip; or
  2. The scheduled Trip Departure Date.
- b. Termination Date: All coverage ends on the earlier of:
  1. The date the Trip is completed;
  2. The scheduled Trip Completion Date;
  3. The Insured's arrival at the Return Destination on a Round Trip, or the Destination on a One-Way Trip; or
  4. Cancellation of the Trip covered by the policy.
- c. Extension of Coverage: All coverage under the policy will be extended, if:
  1. The Insured's entire Trip is covered by the policy; and
  2. The Insured's return is delayed by Unforeseeable Circumstances beyond the Insured's control.If coverage is extended for the above reasons, coverage will end on the earlier of:
  - A. The date the Insured reaches the Insured's Return Destination; or
  - B. Seven (7) days after the date the Trip was scheduled to be completed.

### **II. Claim Procedure; Notice of Claim.**

Insureds shall call the Company as soon as reasonably possible to report any claims being made under this policy. Insureds shall be prepared to report all pertinent information relating to any loss sustained. The Company shall complete a claim request form and shall send it to the Insureds for review, signature, and return. The completed claims request form shall be returned to Travel Guard Claims, P.O. Box 47, Stevens Point, WI 54482. PLEASE REFERENCE PRODUCT NUMBER 0007983. Claim request forms shall be returned no more than ninety (90) days after a covered loss occurs or ends, or as soon thereafter as is reasonably possible, but in no event more than one (1) year after a covered loss occurs. If the Company has not sent an Insured a claim request form within fifteen (15) days after initial notification of a claim by an Insured, the Insured shall provide any and all documentation and information to the Company to substantiate the loss.



### **III. Payment of Claims; to Whom Paid.**

Benefits shall be paid to an Insured, except in the case of death, in which case, benefits paid on account of an Insured's death shall be paid to the Insured's designated beneficiary. If the Insured has not designated a beneficiary, or if there is no living beneficiary when an Insured dies, the Company will pay benefits:

1. To the Insured's spouse, if living.
2. If the Insured's spouse is not living, then in equal shares to the Insured's living children.
3. If the Insured has no living children, then in equal shares to the Insured's living parents.
4. If the Insured has no living parents, then to the Insured's living siblings.
5. If the Insured has no living siblings, then to the Insured's estate.

If a benefit is payable to the Insured's estate, a minor, or other person who is incapable of giving a valid release, the Company may pay up to five hundred dollars (\$500.00) to a relative or other person of the Insured who has assumed care of custody of the minor. Any payment made by the Company in good faith fully discharges the Company to the extent of that payment. All other benefits will be payable to the Insured. However, if the Insured has assigned the Insured's benefits, the Company shall honor the assignment if the Company has a signed copy of the assignment. A payment made pursuant to such an assignment shall discharge the Company from any further liability under this policy to the extent of such payment. Under no circumstances shall the Company be responsible for the validity or sufficiency of any such assignment.

### **IV. Choice of Law.**

The terms, conditions, and provisions of this policy are governed by the substantive laws of the State of Hawai'i, and all disputes hereunder shall be determined and governed by the law of the State of Hawai'i.

### **V. Legal Actions.**

No one may bring suit for benefits under this policy less than sixty (60) days after due proof of loss is submitted, nor more than twelve (12) months (or the minimum period of time permitted by Hawai'i law, if greater) after the date that claims request forms are due.

### **VI. 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 or to alter, amend, modify, or waive any of the provisions of this policy.

### **VII. Examination Under Oath.**

Insured's agree to submit to examination under oath as required by the Company relative to the filing of any claim against the Company under this policy.

### **VIII. Recovery Rights.**

In the event of payment under this policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom any payment was made, has against another. The Insured shall sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm the Company. 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.

### **IX. Transfers of Coverage.**

Coverage under this policy cannot be transferred without the prior, written consent of the Company.

### **X. Payment of Premium.**

Coverage is not effective unless the total premium due has been paid prior to the date of any loss or insured occurrence.

### **XI. Termination of Policy.**

Termination of the policy shall not affect a claim for loss that occurred while the policy was in force.

