

Nationwide Mutual Insurance Company One Nationwide Plaza Columbus, Ohio 43215

This Policy of insurance describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company (herein referred to as the Company). The insurance benefits vary from program to program. Please refer to the accompanying purchase confirmation and Schedule of Benefits for specific information about the program You purchased. Please contact the administrator immediately if You believe that any of the information provided is incorrect.

This Policy of insurance is issued in consideration of application and payment of any premium due. All statements in the application are representations and not warranties. Only statements contained in a written application format will be used to void insurance, reduce benefits or defend a claim.

All premium is refundable only during the ten (10) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase.

You are not eligible to purchase coverage or receive benefits under this Policy if You have other insurance coverage for the loss(es) for which this Policy is intended to insurance against. Multiple recovers for the same loss covered by other insurance coverage is not available under this Policy.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

Secretary

The President and Secretary of Nationwide Mutual Insurance Company witness this Policy.

Licensed Resident Agent (where required by law)

TRAVEL PROTECTION POLICY

Mark Bewen

#### **TABLE OF CONTENTS**

#### **GENERAL DEFINITIONS**

# **GENERAL PROVISIONS**

#### **COVERAGES:**

Trip Interruption
Trip Delay
Accidental Death & Dismemberment
Accident and Sickness Medical Expense
Emergency Evacuation
Repatriation of Remains
Baggage/Personal Effects

# **LIMITATIONS AND EXCLUSIONS**

# NATIONWIDE MUTUAL INSURANCE COMPANY TRAVEL PROTECTION INSURANCE POLICY

#### **GENERAL DEFINITIONS**

Throughout this document, when capitalized, certain words and phrases are defined as follows:

**Accident** means a sudden, unexpected, unintended, specific event that occurs at an identifiable time and place but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**Accidental Injury** means Bodily Injury caused by an Accident (of external origin) that: 1) occurs while Your coverage is in effect under this Policy; and 2) requires physical examination and medical treatment by a Physician. The Injury must be the direct cause of loss, must be independent of all other causes, and must not be caused by or resulting from Your Sickness.

Actual Cash Value means the lesser of the replacement cost and the purchase price less Depreciation.

**Bodily Contact Sports** means any competitive team sport in which players or participants may have direct physical contact with an opponent. Bodily Contact Sports include but are not limited to: football, soccer, wrestling, ice hockey, rugby and lacrosse.

**Bodily Injury** means identifiable physical injury that is caused by an Accident and is independent of disease or bodily infirmity.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis, limousines, and ride share services are not Common Carriers as defined herein.

**Company** means Nationwide Mutual Insurance Company.

Complications of Pregnancy means conditions requiring hospital confinement whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy, including, but not limited to: acute nephritis, nephrosis, cardiac decompression, missed abortion, pre-eclampsia, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include elective abortion, elective cesarean section, false labor, occasional spotting, morning sickness, physician prescribed rest during the period of pregnancy, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

Cruise means any pre-paid sea arrangements made by the Travel Supplier.

**Deductible** means the amount of expenses for covered services and supplies that must be incurred by You before specified benefits become payable.

**Depreciation** means a reduction in value of ten percent (10%) per year from date of purchase for items accompanied by original receipts. For items not accompanied with a receipt, a reduction in value of twenty five percent (25%) the first year and ten percent (10%) per year thereafter.

**Domestic Partner** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

**Economy Fare** means the lowest published rate for a round trip economy ticket.

**Effective Date** means 12:01 A.M. local time, at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**Eligible Person** means a resident of the United States who is listed on Your purchase confirmation, is scheduled to take a Trip, applies for coverage under the Policy, and pays the required premium.

**Extreme Sports** means any high-risk non-team sport or recreation activity that is dangerous and if performed optimally, even by the highly skilled, risks loss of life or limb. Extreme Sports often involve speed, height, a high level of physical exertion and/or highly specialized gear. Extreme Sports include but are not limited to: skydiving, BASE jumping, hang gliding, Parachuting, bungee jumping, caving, rappelling, spelunking, Skiing or snowboarding outside marked trails or in an area accessed by helicopter, Mountaineering, Rock Climbing, any high-altitude activity, personal combat or fighting sports, rodeo, racing or practicing to race any motorized vehicle, bicycle or watercraft, free diving, and scuba diving at a depth greater than sixty (60) feet or without a dive master.

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or Domestic Partner who reside in the United States, Canada or Mexico.

#### Hazard means:

a) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, Natural Disaster, civil commotion or riot.

**Home** means Your true, fixed and permanent place of residence and principal establishment, to which You have the intention of returning to at the end of Your Trip.

Home Country means the country where You have Your true, fixed and permanent place of residence and principal establishment.

#### Hospital means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

**Insured** means the Eligible Person who elected to purchase coverage and whose premium was paid under the Policy.

**Loss** means Bodily Injury, Sickness or damage sustained by You, while coverage is in effect, in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount that the Company will pay under any one benefit for You, as shown on the Schedule of Benefits and subject to any applicable sub-limits for certain types of activities.

**Mountaineering** means the sport, hobby or profession of walking, hiking, climbing and Rock Climbing up mountains that requires the use of ropes, harnesses, crampons or ice axes, or involves ascending beyond an altitude of four thousand five hundred (4,500) meters.

**Necessary Treatment** means medical services and/or supplies recommended by the treating Physician that must be performed during the Trip due to the serious and acute nature of the Sickness or Accidental Injury. The Company will not pay Covered Medical Expenses incurred after Your return Home from the Trip or after the Scheduled Return Date.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Policy. Coverage under this Policy shall be secondary to coverage under all Other Insurance except where prohibited by law.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

**Personal Computer** means a small, general purpose electronic device for storing and processing data that is created to be utilized by one individual at a time and can perform multiple functions. The size and capabilities of the computer allow it to be operated for personal purposes. Personal Computers shall include desktop computers and laptop computers. Personal Computers shall also include:

- tablets
- Personal Digital Assistant (PDA)

**Personal Effects** means Your privately-owned articles including clothing and toiletry items brought by You for planned use on Your Trip.

**Physician** means a licensed practitioner of medical, surgical or dental services, acting within the scope of his/her license. The treating Physician may not be You, Your Traveling Companion or a Family Member.

**Policy** means this document, and any endorsements, riders or amendments that will attach during the period of coverage.

**Quarantine** means Your strict isolation imposed by a Government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

**Reasonable Expenses** means any meal, lodging, local transportation and essential phone call expense that were necessarily incurred as the result of a covered event, and that were not provided free of charge or otherwise reimbursed by a Common Carrier, Travel Supplier or other party.

**Rock Climbing** means the activity of climbing up, down or across artificial rock walls or natural rock formations and utilizing approved safety equipment.

Scheduled Departure Date means the date on which You are originally scheduled to leave on Your Trip.

**Scheduled Return Date** means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

**Sickness** means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences, worsens or presents new symptoms while Your coverage is in effect.

**Ski** or **Skiing** means winter recreation of snow skiing, snowboarding, or telemarking on Trail systems as accessed by a pre-paid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heliskiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, luging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

**Sound Natural Teeth** means teeth that are whole or properly restored and are without impairment, periodontal or other conditions and are not in need of the treatment provided for any reason other than an Accidental Injury. For purposes of this Policy, teeth previously restored with a crown, inlay, onlay, or porcelain restoration or treated by endodontics, except amalgam or composite resin fillings, are not considered Sound Natural Teeth.

**Terrorist Incident** means an act of violence, other than civil commotion, insurrection 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. The act must be deemed an act of terrorism by U.S. Department of State or the law enforcement organization in charge at the location of the Terrorist Incident.

**Trails** means named skier paths as designated for downhill travel as shown on a resort trail map using the international difficulty rating Trails does not include connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a Ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip.

**Travel Assistance Company** means the service provider listed on Your purchase confirmation.

**Travel Supplier** means a Cruise line, airline, hotel, travel agency, etc., who has made the land, air and/or sea arrangements.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip.

**Trip** means scheduled travel with a defined itinerary away from Your Home up to one hundred eighty (180) days in length for which coverage is purchased under this Policy and premium is paid.

**Unforeseen** means not anticipated or expected and occurring after the Effective Date of Your Policy.

You or Your refers to the Insured.

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

**LEGAL ACTIONS -** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss.

**CONTROLLING LAW** - Any part of this Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**GOVERNING JURISDICTION** – The insurance regulatory agency and courts of the jurisdiction in which You reside shall have jurisdiction over the individual coverage as if such coverage or plan were issued directly to You.

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of application. The Company may deny all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You and/or Your Traveling Companion seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of application, at any time during the Policy period, or in connection with the filing or settlement of any claim.

**DUTY OF COOPERATION** - You agree to fully cooperate with the Company in the event the Company determines that an investigation is warranted regarding any claim for coverage under this Policy. You agree to comply with all requests by the Company to provide information and/or documentation related to any claim under this Policy. You agree to cooperate with the Company in the investigation and assessment of any loss and/or circumstances giving rise to a loss under this Policy.

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

**ASSIGNMENT -** This Policy and all coverages provided are not assignable, whether by operation of law or otherwise, but benefits may be assigned.

#### WHEN YOUR COVERAGE BEGINS - Provided:

- a) coverage has been elected; and
- b) the required premium has been paid.

All coverage will begin on the later of the Effective Date or upon Your departure from Your Home Country. Coverage will not begin before the Effective Date shown on Your purchase confirmation.

#### WHEN YOUR COVERAGE ENDS

All Coverages will end the earliest of the following:

- (a) 11:59 P.M. local time on the date the Policy is terminate;
- (b) the Scheduled Return Date as stated on the travel tickets;
- (c) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (d) when Your Trip exceeds one hundred eighty (180) days:
- (e) upon Your return to Your Home Country.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Policy shall be in excess of all Other Insurance and shall be secondary to coverage under all Other Insurance (except for Accident and Sickness Medical Expense). If at the time of the occurrence of any Loss there is Other Insurance in place, the Company shall be liable only for the excess of the amount of Loss paid or payable by Other Insurance.

The following provisions apply to all benefits except Baggage/Personal Effects:

**PAYMENT OF CLAIMS -** The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only one survives;
- (d) Your brothers and sisters jointly; or
- (e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangement to pay claims to Your legal guardian or other qualified representative.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

All benefits payable under this Policy shall be reduced by the amount of any credit, voucher or refund provided by any Common Carrier, Travel Supplier or any other third party.

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within seven (7) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

**PROOF OF LOSS** - You must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time, provided such proof is furnished and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. Where possible and/or required by this Policy, independent validation of Proof of Loss must be proved to the Company within the foregoing time periods.

**PHYSICAL EXAMINATION AND AUTOPSY -** The Company, or its designated representative, at its own expense, have the right to have You examined as often as necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**EXAMINATION UNDER OATH** – The Company, or its designated representative, at its own expense, have the right to have You questioned under oath as often as necessary while a claim is pending.

**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 upon receipt of due written Proof of Loss in accordance with state requirements. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

### The following provisions apply to Baggage/Personal Effects coverage:

NOTICE OF LOSS - If Your property covered under this Policy is lost, stolen or damaged, You must:

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property:
- (c) give immediate notice to the carrier, Travel Supplier, property manager or bailee who is or may be liable for the Loss or damage and provide a copy of such notification to the Company;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours and provide a copy of such report to the Company; and
- (e) complete all steps required by local police or authorities to pursue investigation of the claim in the case of robbery or theft.

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will 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 two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

#### **COVERAGES**

No Coverage is intended to duplicate or overlap any other Coverage or benefit provided under this Policy. Should there be an inadvertent duplication of benefit or coverage, the Company will only provide payable benefits under the Coverage with the highest Maximum Benefit or largest scope of coverage subject to any applicable sub-limits.

#### TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You interrupt Your Trip after Your departure or if You join Your Trip after Your Scheduled Departure Date due to any of the following Unforeseen reasons that occur while this coverage is in effect for You:

- 1. Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Return Date:
- 2. A Terrorist Incident in a country that is part of the Trip that causes the U.S. Department of State to issue a Level 4 Travel Advisory that You should not travel within that country for a period of time that would include the Trip. This does not include flight connections or other transportation arrangements to reach Your destination.

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for the following:

(a) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Travel Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits.

# TRIP DELAY

The Company will reimburse You for Covered Trip Delay Expenses, up to the Maximum Benefit shown on the Schedule of Benefits, if You are delayed, while coverage is in effect, en route to or from the Trip for twelve (12) or more hours due to a defined Hazard.

Covered Trip Delay Expenses:

- (a) Any Reasonable Expenses incurred;
- (b) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip;
- (c) A one-way Economy Fare to return You to Your originally scheduled return destination.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within three hundred sixty-five (365) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

TABLE OF LOSSES	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%

Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%

#### "Loss" with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2. eye means an entire and irrecoverable Loss of sight.

#### **EXPOSURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

#### **DISAPPEARANCE**

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty-five (365) days after Your disappearance due to an Accident.

#### **ACCIDENT AND SICKNESS MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, subject to any Deductible shown on the Schedule of Benefits if You incur Covered Medical Expenses for Necessary Treatment as a result of an Accidental Injury or Sickness that occurs during the Trip. You must receive initial treatment for Accidental Injuries within thirty (30) days of the Accident that caused them or the onset of the Sickness and while on the Trip.

Covered Medical Expenses are limited to the list below:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services; and
- (f) emergency and palliative dental treatment (limited to expenses incurred while on Your Trip).

The Company will not reimburse benefits in excess of reasonable and customary charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

If You are hospitalized due to an Accidental Injury or Sickness which first occurs during the Trip, beyond the Scheduled Return Date, coverage will be extended for up to ninety (90) days, or until You are released from the Hospital or until You have exhausted the Maximum Benefits payable under this coverage, whichever occurs first.

#### **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Evacuation Expenses incurred, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation and verified and arranged by the Travel Assistance Company.

**Emergency Evacuation means:** 

- (a) Your medical condition warrants immediate Transportation from the Hospital where You are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your medical condition warrants Transportation to the United States of America where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Evacuation Expenses are reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting You; and
- (c) authorized in advance by the Company or its authorized Travel Assistance Company and arranged by the Company's authorized Travel Assistance Company.

Notwithstanding the forgoing, in the event the Emergency Evacuation services are not arranged by the Company's authorized Travel Assistance Company, the Company, in its sole discretion, may elect to evaluate the need for the Emergency Evacuation and provide limited reimbursement for the portion of the expenses related to such Emergency Evacuation as would have been authorized by Company's authorized Travel Assistance Company.

#### Hospital Companion:

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside provided that repatriation is not imminent.

Transportation services are provided if authorized in advance and arranged by the Company or the Company's Travel Assistance Company and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

#### REPATRIATION OF REMAINS

The Company will pay up to the Maximum Benefit shown on the Schedule of Benefits for the Covered Repatriation Expenses incurred to return Your body to the United States of America if You die during the Trip. This benefit is provided only if authorized in advance and arranged by the Company or the Company's Travel Assistance Company.

Covered Repatriation Expenses include, but are not limited to, expenses for embalming, cremation, minimal casket container and transportation.

# **BAGGAGE/PERSONAL EFFECTS**

This coverage is subject to any coverage provided by a Common Carrier and all Other Insurance and shall apply only when such other benefits are exhausted. In order for a claim to be processed under this Coverage, a loss or theft report must be filed with local law enforcement authorities, the Common Carrier, Travel Supplier, tour leader or with a representative of the venue or location where the loss or theft took place.

#### PERSONAL EFFECTS AND PROPERTY

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You sustain Loss, theft or damage to baggage and Personal Effects during the Trip, provided You have taken all measures possible to protect, save and/or recover the property at all times. The baggage and Personal Effects must be owned by and accompany You during the Trip.

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and Personal Effects; or
- (b) the cost of repair or replacement in like kind and quality.

There will be a per article limit as shown on the Schedule of Benefits.

There will be a combined Maximum Benefit as shown on the Schedule of Benefits 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; Personal Computers, cameras and their accessories and related equipment.

#### **EXTENSION OF COVERAGE**

If You have checked property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers Your property or declares such property lost, whichever occurs first.

#### LIMITATIONS AND EXCLUSIONS

The following exclusions apply to: Trip Interruption, Trip Delay, Accidental Death & Dismemberment and Accident and Sickness Medical Expense:

Loss caused by or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless the loss results in the death of a non-traveling Family Member;

- 2. intentionally self-inflicted injuries;
- 3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
- 4. participation in any military maneuver or training exercise;
- 5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6. participation as an athlete in professional sports;
- 7. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
- 8. intentional commission of or the attempt to commit any dishonest or fraudulent act, or criminal activity (as defined in the jurisdiction where the loss occurred);
- 9. Participation in Bodily Contact Sports, Extreme Sports;
- 10. dental treatment except as a result of an injury to Sound Natural Teeth;
- 11. pregnancy and childbirth (except for Complications of Pregnancy);
- 12. curtailment or delayed return for other than covered reasons;
- 13. traveling for the purpose of securing medical treatment;
- 14. services not shown as covered;
- 15. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 16. services and/or supplies that do not meet the definition of Necessary Treatment;
- 17. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- 18. care or treatment that is payable under any Other Insurance policy;
- 19. Accidental Injury or Sickness when traveling against the advice of a Physician;
- 20. cosmetic surgery or reconstructive surgery;
- 21. any expenses incurred in Your Home Country.

#### The following exclusions apply to Emergency Evacuation and Repatriation of Remains:

Loss caused by or resulting from:

- 1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
- 2. participation in any military maneuver or training exercise;
- 3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 4. participation as an athlete in professional sports;
- 5. participating in Bodily Contact Sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); skydiving; hang-gliding; Parachuting; Mountaineering; any motorized race; bungee cord jumping; any motorized speed contest (speed contest shall not include any of the regatta races); spelunking or caving; heliskiing; extreme skiing; Extreme Sports;
- 6. traveling for the purpose of securing medical treatment;
- 7. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 8. services and/or supplies that do not meet the definition of Necessary Treatment:
- 9. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
- 10. any expenses incurred in Your Home Country.

#### The following exclusions apply to Baggage/Personal Effects:

The Company will not provide benefits for any Loss or damage to:

- 1. animals;
- 2. automobiles and automobile equipment;
- 3. boats or other vehicles or conveyances;
- 4. trailers;
- 5. motors:
- 6. motorcycles;
- 7. aircraft and drones;
- 8. bicycles (except when checked as baggage with a Common Carrier);
- 9. household effects and furnishing;
- 10. antiques and collectors' items;
- 11. eye glasses, sunglasses or contact lenses;
- 12. artificial teeth and dental bridges;
- 13. hearing aids;
- 14. artificial limbs and other prosthetic devices;

- 15. prescribed medications:
- 16. keys, cash, stamps, securities and documents;
- 17. Tickets;
- 18. credit cards:
- 19. professional or occupational equipment or property, whether or not electronic business equipment;
- 20. cell phones; Personal Computer hardware or software;
- 21. sporting equipment if loss or damage results from the use thereof;
- 22. musical instruments:
- 23. retainers and orthodontic devices.

Any Loss caused by or resulting from the following is excluded:

- 1. breakage of brittle or fragile articles;
- 2. wear and tear or gradual deterioration;
- 3. insects or vermin;
- 4. inherent vice or damage while the article is actually being worked upon or processed;
- 5. confiscation or expropriation by order of any government;
- 6. war or any act of war whether declared or not;
- 7. theft or pilferage while left unattended in any vehicle;
- 8. mysterious disappearance;
- 9. property illegally acquired, kept, stored or transported;
- 10. insurrection or rebellion:
- 11. imprudent action or omission;
- 12. property shipped as freight or shipped prior to the Scheduled Departure Date.



# STATE MANDATED LANGUAGE INDIVIDUAL POLICY NSIITC 2000

These endorsements are made a part of the Certificate/Policy to which it is attached. These endorsements are subject to all of the provisions and limitations of the Certificate/Policy. If there is a conflict between the Certificate/Policy and the endorsement, the terms of the endorsement will govern.

#### MARYLAND AMENDATORY ENDORSEMENT

Under the section entitled **GENERAL PROVISIONS**, the following provision is added:

**TEN DAY FREE LOOK** - You may cancel insurance under this Policy/Certificate by giving notice to Us or Our plan administrator within ten (10) days after the later of: (1) the date of purchase of this Policy/Certificate; or (2) Your receipt of this Policy/Certificate. If You do this, We will provide a full refund unless You have started the Trip or filed a claim under this Policy/Certificate.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is deleted in its entirety and replaced with the following:

**LEGAL ACTIONS -** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years from the date it accrues.

Under the section entitled **GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD** – Your coverage shall be cancelled and any claims denied if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Policy/Certificate or the subject thereof, or Your interest therein.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is deleted in its entirety.

#### **NSITC 2400 MD**

#### SOUTH DAKOTA AMENDATORY ENDORSEMENT

Under the section entitled **GENERAL DEFINITIONS**, the definition of **DOMESTIC PARTNER** is deleted in its entirety and replaced with the following:

**Domestic Partner** means, where permitted by law, a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **PHYSICIAN** is deleted in its entirety and replaced with the following:

**Physician** means a licensed practitioner of medical, surgical or dental services, or a Christian Science Practitioner, acting within the scope of his/her license. The treating Physician may not be You, Your Traveling Companion or a Family Member, unless he or she is the only Physician in the area and is acting within the scope of his or her license.

Under the section entitled **GENERAL PROVISIONS**, the **LEGAL ACTIONS** provision is deleted in its entirety and replaced with the following:

**LEGAL ACTIONS -** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** provision is deleted in its entirety.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS -** If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will 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 two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. Such appraisal will be mutually agreed upon by all parties and any determination made is not binding on either party. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 7 is deleted in its entirety and replaced with the following:

7. expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 8 is deleted in its entirety and replaced with the following:

8. commission of a felony;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 17 is deleted in its entirety and replaced with the following:

17. care or treatment for which compensation is paid under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;

**NSITC 2400 SD** 

#### **CLAIM INSTRUCTIONS:**

Send this form and any accompanying documentation to:

HTH Worldwide Insurance Services P.O. Box 26222 Tampa, FL 33623

Contact the Nationwide Plan Administrator online at: https://cbpconnect.com

Or, E-mail your information to: NWTravClaims@cbpinsure.com

Phone: 888-957-5009 / 727-412-7377

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following as applicable: 1.) For medical claims - detailed medical statements from treating physicians where and when the accident or Sickness occurred as well as receipts for medical services and supplies; 2.) For baggage and baggage delay claims - reports from parties responsible (i.e. airline, cruiseline, etc.) for loss, theft, damage or delay. Some claims may also require a police report. Please obtain receipts for lost or damaged items; 3.) For trip delay claims - a statement from party causing delay and receipts for expenses; 4.) For cancellation/interruption claims - Your travel invoice, the cancellation or interruption date, original unused tickets/vouchers, the travel organizer's cancellation clause with regard to nonrefundable losses. You will also be asked to provide proof of payment.

#### **HEALTH SERVICES HUB**

Wellness is about promoting personal health and fitness through the natural therapies of diet, nutritional supplements, the benefits of exercise, as well as having a healthy attitude to help improve your total quality of life. Your Travel Plan relationship offers a comprehensive resource that aims to help you achieve personal health and wellness goals regardless of age, gender or level of fitness. This program provides You with the tools to make wellness part of your daily life as well as a great way to help you to get ready for your upcoming trip.

Enrolled participants get access to individual home fitness programs, assessment calculators, disease prevention studies, health tips, guidance on nutrition, weight loss and exercise as well as additional links to other health-related sites. The site is quick, simple and easy to navigate.

Please visit <a href="https://www.healthserviceshub.com/account/promo">https://www.healthserviceshub.com/account/promo</a> and use the Promo Code "CBPCONNECT" to gain access to the site. Once there, you will register by creating your own username and password. You can then begin using these helpful tools which are included as part of your Travel Protection Plan.