## DIPLOMAT INTERNATIONAL TRAVEL MEDICAL PLAN

## **Summary of Benefits**

### **IMPORTANT**

Note: certain capitalized words are defined terms in the attached Policy/Certificate of insurance.

## Please ensure to review Your State Specific Endorsements at the end of this document.

The following Schedule of Benefits shows the Maximum Benefit Amounts available through this program. Please review to determine which benefits and limits apply to Your Trip. This document is a Summary of Benefits. Full coverage details, terms and conditions can be found in the Policy/Certificate of insurance.

### **SCHEDULE OF BENEFITS**

COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
Trip Interruption	
Maximum Benefit	\$5,000
Trip Delay	
Maximum Benefit	\$2,000
Maximum Benefit Per Day	\$200
Accidental Death & Dismemberment	
Principal Sum	\$25,000
Optional Accidental Death & Dismemberment – Common Carrier	
Principal Sum	As Shown on Your Confirmation of Coverage
Emergency Accident and Sickness Medical Expense	
Maximum Benefit	As Shown on Your Confirmation of Coverage
Deductible	As Shown on Your Confirmation of Coverage
Dental Expenses	\$500
Optional Adventure Sports	As Shown on Your Confirmation of Coverage
Optional Bodily Contact Sports	\$25,000
Optional Extreme Sports	\$25,000
Optional Interscholastic Sports and Organized Sports	\$25,000
Optional intersorbiastic oports and Organized oports	Ψ20,000
Acute Onset of Pre-Existing Condition	\$10,000
Emergency Evacuation	. ,
Maximum Benefit	\$500,000
Hospital Companion	\$15,000
Repatriation of Remains	· -,
Maximum Benefit	\$50,000
Non-Medical Emergency Transportation	¥ = 7 = 2
Maximum Benefit	\$25,000
Search and Rescue	<del>+</del>
Maximum Benefit	\$20,000
Baggage/Personal Effects	<del>+,</del>
Maximum Benefit	\$1,000
Per Article Limit	\$250
Combined Article Limit	\$500
Baggage Delay	, , , , , , , , , , , , , , , , , , ,
Maximum Benefit	\$200
	1 +

NSITC 2200 AH; NSITC 2200 PC

There are also Non-Insurance and Emergency Travel Assistance Services provided in this Travel Protection Plan. The details of these services including important phone numbers can be found at the end of this document.



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.

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.

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

Secretary

Mark Bluch
President

Licensed Resident Agent (where required by law)

TRAVEL PROTECTION POLICY

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## 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. The injury must be verified by a Physician in a format acceptable to the Company.

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

Acute Onset of a Pre-Existing Condition means a sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs spontaneously and without advance warning in the form of physical manifestations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. Acute Onset of a Pre-Existing Condition does not include known, scheduled, required or expected medical care, drugs or treatments existent or necessary prior to the Scheduled Departure Date, or any sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs prior to the Scheduled Departure Date.

Adventure Sports means non-professional and non-competitive sports activities that are generally performed for recreation and leisure, and which are not a Bodily Contact Sport, Extreme Sport, Interscholastic Sport, Organized Sport or Mountaineering. Adventure Sports include but are not limited to: cycling, fishing, swimming, scuba diving for certified divers up to a maximum depth of sixty (60) feet and for uncertified divers up to a maximum depth of thirty (30) feet, snorkeling, white or black water rafting Grades 1-3, canoeing, kayaking, zip-lining, water skiing, camping, hiking, backpacking, sailing, boating, downhill Skiing, cross country Skiing, snowboarding, snowmobiling, sledding or tobogganing, snow tubing, ice skating, resort-sponsored activities, and approved activities of the Travel Supplier.

**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, baseball, wrestling, ice hockey, rugby and lacrosse. Bodily Contact Sports do not include Adventure Sports, Extreme Sports, Interscholastic Sports, Organized Sports or Mountaineering.

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

**Business Partner** means an individual who: (a) is involved in a legal partnership with You; and (b) is actively involved in the day-to-day management of the business.

**Checked Baggage** means Personal Effects brought by You for planned use on Your Trip for which a claim check has been issued to You by a Common Carrier.

**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 You.

**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. Depreciation will be calculated up to a maximum of eighty 80% from the estimated date of purchase as provided by You. There will be no reduction in value for an item less than one (1) year old and accompanied by an original receipt.

**Domestic Partner** means a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations 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 one-way 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, white or black water rafting above Grade 3, 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. Extreme Sports do not include Adventure Sports, Bodily Contact Sports, Interscholastic Sports or Organized Sports.

**Family Member** means Your 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, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

#### Hazard means:

- a) Any delay of a Common Carrier (including Inclement Weather);
- b) Any delay by a traffic Accident en route to a departure, in which You or Your Traveling Companion is not directly involved;
- c) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, Natural Disaster, civil commotion or riot;
- d) A closed roadway causing cessation of travel to the destination of the Trip (substantiated by the department of transportation, state police, etc.).

**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.

**Inclement Weather** means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier.

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

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions if the participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports includes the practice or training for the competition and the travel to or from such practice or competition in a vehicle designated by the educational institution, both while under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Intramural Sports, Recreational Sports, club sports or Mountaineering.

**Intramural Sports** means competitive recreational sports organized within a school where matches or games are conducted between students of the same school (as opposed to teams who compete with other schools). Activities for Intramural Sports participants are not considered Interscholastic Sports.

**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.

**Natural Disaster** means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes and includes an event that is directly due to naturally occurring wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain or wind, that results in widespread and severe damage such that either the government of the country where the Natural Disaster occurs issues an official disaster declaration or the U.S. Government issues advice to leave the country where the Natural Disaster occurs. Natural Disaster does not include the direct or indirect effect of rain, wind or water associated with named storms meeting the definition of hurricane or typhoon, except in instances where:

- 1. the path of the named storm deviates by a distance of greater than two hundred (200) miles within a seventy-two (72) hour period from the path forecast by a national recognized meteorological service; or
- 2. less than seventy-two (72) hours advanced notice of a potential landfall for a named storm exists.

In no event, shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

**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.

Organized Sports means Intramural Sports or Recreational Sports.

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

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for Your Trip. Payments made in the form of a certificate, voucher not purchased by cash, grant or discount are not Payments or Deposits as defined herein.

**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)
- handheld devices and smartphones
- e-readers

**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, 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.

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

**Political Situation** means a written recommendation by officials of Your Home Country that You leave Your Host Country for non-medical reasons, or, if You are expelled or declared persona non-grata, on the written authority of Your Host Country.

**Pre-Existing Condition** means an illness, disease, or other condition during the one hundred eighty (180) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You: 1) exhibited symptoms that would have caused a typical person to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine. Item (3) of this definition 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 one hundred eighty (180) day period before the Effective Date of Your Policy.

**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.

**Recreational Sports** mean those activities where the primary purpose of the activity is participation, with the related goals of improved physical fitness, fun, and social involvement. Recreational sports are usually perceived as being less stressful, both physically and mentally, on the participants. There are lower expectations regarding both performance and commitment to the sport in the recreational sphere as compared to competitive sports. Recreational Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intramural Sports or Mountaineering.

**Rock Climbing** means the activity of climbing up, down or across artificial rock walls or natural rock formations under the supervision of a guide 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.

**Search and Rescue** means those reasonable costs incurred, including but not limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment necessary or deemed appropriate for activities to find, recover, or rescue You while performed by individuals who have been appointed or requested by a governmental authority within fifty (50) miles of Your last known location before the loss occurrence and approved by the Travel Assistance Company.

**Security Situation** means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in a Host Country, which, in the opinion of either the recognized government of Your Home Country, the Host Country, or the Travel Assistance Company immediate evacuation is advised. Emergency Security Situation does not include Natural Disasters.

**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.

**Strike** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.

**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. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the scheduled Trip departure and return cities, provided the dates of travel for the air flights are within seven (7) total days of the scheduled Trip dates.

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

Travel Supplier means a Cruise line, airline, hotel, 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. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means scheduled travel with a defined itinerary away from Your Home 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.

**Uninhabitable** means that, as determined by a qualified examiner selected by the Company in its sole discretion: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage to the building allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards affecting the building have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the building is without electricity or water and/or is not suitable for human occupancy.

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 or and 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 at Your location on the Scheduled Departure Date. Coverage will not begin before the Effective Date shown on Your purchase confirmation.

No coverage can be purchased after a person departs on a trip.

#### WHEN YOUR COVERAGE ENDS:

All Other Coverages will end the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (e) when Your Trip exceeds one hundred eighty (180) days.

**OPTIONAL EXTENDED COVERAGE -** If, while traveling on Your Trip, You decide, after departure, to extend such Trip beyond Your Scheduled Return Date, You may obtain an extension of coverage, subject to the Company's approval, by contacting the Company before Your coverage is scheduled to end. The Company will extend Your coverage under this Certificate from Your Scheduled Return Date, as long as:

- 1) You have not experienced an Accidental Injury or Sickness, or have not had medical treatment during Your Trip;
- 2) coverage under this Certificate is in force at the time You request an extension;
- 3) You pay any additional required premium for such extension; and
- 4) Your entire Trip length does not exceed one hundred eighty (180) days.

Failure to make medical information known will render this coverage extension null and void.

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

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

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

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

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 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 and Baggage Delay coverages:

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. Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You that a.) occurs while You are on Your Trip; b.) requires Necessary Treatment at the time of interruption; and c.) as certified by a Physician, results in medically imposed restrictions as to prevent that person's continued participation on the Trip.
- 3. Sickness, Accidental Injury or death of a non-traveling Family Member.
- 4. You or Your Traveling Companion are a victim of a felonious assault.
- 5. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury or subpoenaed during the Trip; having Your Home made Uninhabitable by Natural Disaster; or burglary of Your principal place of residence during the Trip.

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) unused portion of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Travel Arrangements;
- (b) 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 will the Company reimburse You for the cash value of Your airline ticket(s) purchased with frequent flier miles.

In no event shall the amount reimbursed exceed the amount You pre-paid for the Trip.

SPECIAL CONDITIONS: You must advise the Company or its authorized representative as soon as possible in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Company, its authorized representative and Your Travel Supplier as soon as reasonable possible.

### 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.

You must provide the following documentation when presenting a claim for these benefits:

(a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the Loss, including but not limited to, scheduled departure and return times and actual departure and return times.

## **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 Your Home 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.

Transportation of Minor Children: If You are expected to be in the Hospital for more than seven (7) days following a covered Emergency Evacuation, or pass away during the Trip, the Company will return Your unattended minor child(ren) (under the age of eighteen (18)) who is/are accompanying You on the scheduled Trip, to the domicile of a person nominated by You or Your next of kin with an attendant if necessary.

#### 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.

### NON-MEDICAL EMERGENCY TRANSPORTATION

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, for the Covered Transportation Expenses incurred if You must leave Your Trip for a Covered Reason listed below.

### **Covered Reasons:**

- (a) a Natural Disaster;
- (b) A Security Situation;
- (c) A Political Situation;
- (d) Being the victim of a felonious assault that has been documented by the local authorities.

Covered Transportation Expenses under this benefit are reasonable and customary expenses for necessary transportation to transport You to the nearest place of safety as determined in advance by the Company or the Company's Travel Assistance Company in its sole discretion or to Your Home, if a Natural Disaster, Security Situation or Political Situation occurs or You are the victim of a felonious assault while on Your Trip. Expenses for transportation must be: a) by the most direct and economical route possible; and b) such transportation is reasonably possible under the circumstances.

The Company will pay benefits for Your transportation only if the actual evacuation process has been initiated within seven (7) days from the initial Natural Disaster, Security Situation or Political Situation evacuation notice advised or posted, whichever is earlier, by the recognized government of either the United States or the Host Country.

## **SEARCH AND RESCUE**

If You should become lost, disoriented, or be reported missing while on the Trip during a recreational activity that could be anticipated for Your abilities and expertise, the Company will pay on Your behalf up to the Maximum Benefit shown on the Schedule of Benefits, not to exceed four days, costs for one (1) organized Search and Rescue by appropriate authorities.

This benefit can only be activated when someone makes a formal report of Your need for Search and Rescue to an agency or authority that can activate a Search and Rescue, and the agency or authority is provided with enough specific and credible details of how, when, where You might be located so that an official and organized Search and Rescue can be activated.

Specific Waiver of Liability for Search and Rescue:

If You request this benefit, You understand that the Company and any affiliated party offering this Policy do not accept any liability from the rescue situation, and You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to the Company or any rescue team, company, entity, and/or volunteer, for injuries, stress, death, disablement, sickness, or any claims, reason, or cause whatsoever from any Search and Rescue used to attempt to reach, assist, or respond in any way to Your Search and Rescue, regardless of whether the Search and Rescue was ever initiated, cancelled, delayed, misdirected, or unable to locate, rescue, or stabilize You. If any part of this is held invalid, it does not invalidate the other parts or any other parties' waivers.

You must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

The following exclusions apply to Search and Rescue: any loss caused by or resulting from:

- 1. Heli-skiing;
- 2. extreme skiing;
- 3. payment in any way for fines, damages, penalties, or litigation that may be imposed against the person, as a result of their activities or actions:
- 4. open sea boating;
- 5. adventure seeing or exploratory ventures;
- 6. Solo or unaccompanied adventure seeking or record-breaking missions;
- 7. any travel with intentional lack of communication and ability to contact emergency services;
- 8. Adventure Sports;
- 9. Extreme Sports.

### **BAGGAGE/PERSONAL EFFECTS**

This coverage is subject to any coverage provided by a Common Carrier 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.

## BAGGAGE DELAY (En Route to Destination Only)

The Company will reimburse You for the expense to replace Your necessary Personal Effects in Your Checked Baggage up to the Maximum Benefit shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Trip.

You must be a ticketed passenger on a Common Carrier.

All claims must be verified by the Common Carrier who must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

## LIMITATIONS AND EXCLUSIONS

## The following exclusions apply to: Trip Interruption and Trip Delay:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section;
- 2. 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;
- 3. intentionally self-inflicted injuries;

- 4. 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;
- 5. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7. mental or emotional disorders, unless Hospitalized;
- 8. participation as an athlete in professional sports;
- 9. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;
- 10. 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);
- 11. Participation in Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports or Intramural Sports;
- 12. dental treatment except as a result of an injury to Sound Natural Teeth except as explicitly offered under Emergency Accident and Sickness Medical Expense;
- 13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 14. pregnancy and childbirth (except for Complications of Pregnancy) except if Hospitalized;
- 15. curtailment or delayed return for other than covered reasons;
- 16. traveling for the purpose of securing medical treatment;
- 17. services not shown as covered:
- 18. 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;
- 19. confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
- 20. services and/or supplies that do not meet the definition of Necessary Treatment;
- 21. 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;
- 22. Accidental Injury or Sickness when traveling against the advice of a Physician;
- 23. cosmetic surgery or reconstructive surgery;
- 24. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
- 25. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect;

## 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, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 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, amateur sports, Interscholastic Sports or Intramural Sports;
- participating in Bodily Contact Sports or 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. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);

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

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

- 1. animals:
- 2. automobiles and automobile equipment;
- 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.

## The following exclusions apply to Non-Medical Emergency Transportation:

The Company does not cover:

- 1. Loss or expense recoverable under any other Insurance or through an employer;
- 2. Loss or expense arising from or attributable to:
  - (a) fraudulent or criminal acts committed or attempted by You;
  - (b) alleged violation of the laws of the country You are visiting, unless the Company determines such allegations to be fraudulent, or
  - (c) failure to maintain required documents or visas;
- 3. Loss or expense arising from or attributable to:
  - a. debt, insolvency, business or commercial failure;
  - b. the repossession of any property; or
  - c. Your non-compliance with a contract, license or permit;
- 4. Loss or expense arising from or due to liability assumed by You under any contract.



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.

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.

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

Secretary

President

Mark Bewen

Licensed Resident Agent (where required by law)

TRAVEL PROTECTION POLICY

#### NOTICE OF SPORTS COVERAGE

### **OPTIONAL ADVENTURE SPORTS BENEFITS**

If You purchase this optional benefit, and if You suffer a Loss due to an Accidental Injury while practicing, training for, or participating in Adventure Sports as defined, such activities will not be excluded under LIMITATIONS AND EXCLUSIONS, and You have access to benefits outlined in this Certificate up to the Maximum Benefit subject to any applicable sub-limit shown on the Schedule of Benefits for Adventure Sports.

## **OPTIONAL BODILY CONTACT SPORTS BENEFITS**

If You purchase this optional benefit, and if You suffer a Loss due to an Accidental Injury while practicing, training for, or participating in Bodily Contact Sports as defined, such activities will not be excluded under LIMITATIONS AND EXCLUSIONS, and You have access to benefits outlined in this Certificate up to the Maximum Benefit subject to any applicable sub-limit shown on the Schedule of Benefits for Bodily Contact Sports.

## **OPTIONAL EXTREME SPORTS BENEFITS**

If You purchase this optional benefit, and if You suffer a Loss due to an Accidental Injury while practicing, training for, or participating in Extreme Sports as defined, such activities will not be excluded under LIMITATIONS AND EXCLUSIONS, and You have access to benefits outlined in this Certificate up to the Maximum Benefit subject to any applicable sub-limit shown on the Schedule of Benefits for Extreme Sports.

#### OPTIONAL INTERSCHOLASTIC SPORTS AND ORGANIZED SPORTS BENEFITS

If You purchase this optional benefit, and if You suffer a Loss due to an Accidental Injury while practicing, training for, or participating in Interscholastic Sports or Organized Sports as defined, such activities will not be excluded under LIMITATIONS AND EXCLUSIONS, and You have access to benefits outlined in this Certificate up to the Maximum Benefit subject to any applicable sub-limit shown on the Schedule of Benefits for Interscholastic Sports or Organized Sports.

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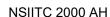
## **GENERAL DEFINITIONS**

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## **COVERAGES:**

Accidental Death & Dismemberment
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## **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. The injury must be verified by a Physician in a format acceptable to the Company.

Acute Onset of a Pre-Existing Condition means a sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs spontaneously and without advance warning in the form of physical manifestations or symptoms, is of short duration, is rapidly progressive, and requires urgent care. Acute Onset of a Pre-Existing Condition does not include known, scheduled, required or expected medical care, drugs or treatments existent or necessary prior to the Scheduled Departure Date, or any sudden and unexpected outbreak or recurrence of a Pre-Existing Condition(s) which occurs prior to the Scheduled Departure Date.

Adventure Sports means non-professional and non-competitive sports activities that are generally performed for recreation and leisure, and which are not a Bodily Contact Sport, Extreme Sport, Interscholastic Sport, Organized Sport or Mountaineering. Adventure Sports include but are not limited to: cycling, fishing, swimming, scuba diving for certified divers up to a maximum depth of sixty (60) feet and for uncertified divers up to a maximum depth of thirty (30) feet, snorkeling, white or black water rafting Grades 1-3, canoeing, kayaking, zip-lining, water skiing, camping, hiking, backpacking, sailing, boating, downhill Skiing, cross country Skiing, snowboarding, snowmobiling, sledding or tobogganing, snow tubing, ice skating, resort-sponsored activities, and approved activities of the Travel Supplier.

**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, baseball, wrestling, ice hockey, rugby and lacrosse. Bodily Contact Sports do not include Adventure Sports, Extreme Sports, Interscholastic Sports, Organized Sports or Mountaineering.

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

**Business Partner** means an individual who: (a) is involved in a legal partnership with You; and (b) is actively involved in the day-to-day management of the business.

**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 You.

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

**Domestic Partner** means a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

**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, white or black water rafting above Grade 3, 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. Extreme Sports do not include Adventure Sports, Bodily Contact Sports, Interscholastic Sports or Organized Sports.

**Family Member** means Your 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, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

**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.

Interscholastic Sports means any athletic contest or competition between accredited educational institutions if the participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports includes the practice or training for the competition and the travel to or from such practice or competition in a vehicle designated by the educational institution, both while under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Intramural Sports, Recreational Sports, club sports or Mountaineering.

**Intramural Sports** means competitive recreational sports organized within a school where matches or games are conducted between students of the same school (as opposed to teams who compete with other schools). Activities for Intramural Sports participants are not considered Interscholastic Sports.

**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.

Organized Sports means Intramural Sports or Recreational Sports.

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

Payments or Deposits means the cash, check, or credit card amounts actually paid for Your Trip. Payments made in the form of a certificate, voucher not purchased by cash, grant or discount are not Payments or Deposits as defined herein.

**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.

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

**Pre-Existing Condition** means an illness, disease, or other condition during the one hundred eighty (180) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You: 1) exhibited symptoms that would have caused a typical person to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine. Item (3) of this definition 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 one hundred eighty (180) day period before the Effective Date of Your Policy.

**Recreational Sports** mean those activities where the primary purpose of the activity is participation, with the related goals of improved physical fitness, fun, and social involvement. Recreational sports are usually perceived as being less stressful, both physically and mentally, on the participants. There are lower expectations regarding both performance and commitment to the sport in the recreational sphere as compared to competitive sports. Recreational Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intramural Sports or Mountaineering.

**Rock Climbing** means the activity of climbing up, down or across artificial rock walls or natural rock formations under the supervision of a guide 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.

**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.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the scheduled Trip departure and return cities, provided the dates of travel for the air flights are within seven (7) total days of the scheduled Trip dates.

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

Travel Supplier means a Cruise line, airline, hotel, 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. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means scheduled travel with a defined itinerary away from Your Home 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 or and 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 at Your location on the Scheduled Departure Date . Coverage will not begin before the Effective Date shown on Your purchase confirmation.

No coverage can be purchased after a person departs on a trip.

## WHEN YOUR COVERAGE ENDS:

All Coverages will end the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date and time You return to Your origination point if prior to the Scheduled Return Date;

- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (e) when Your Trip exceeds one hundred eighty (180) day.

**OPTIONAL EXTENDED COVERAGE -** If, while traveling on Your Trip, You decide, after departure, to extend such Trip beyond Your Scheduled Return Date, You may obtain an extension of coverage, subject to the Company's approval, by contacting the Company before Your coverage is scheduled to end. The Company will extend Your coverage under this Certificate from Your Scheduled Return Date, as long as:

- 1) You have not experienced an Accidental Injury or Sickness, or have not had medical treatment during Your Trip;
- 2) coverage under this Certificate is in force at the time You request an extension;
- 3) You pay any additional required premium for such extension; and
- 4) Your entire Trip length does not exceed one hundred eighty (180) days.

Failure to make medical information known will render this coverage extension null and void.

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

## The following provisions apply to all benefits:

**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.

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 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.

## **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.

### **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%	

<sup>&</sup>quot;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.

## OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER

If You purchase this optional benefit, the following coverage is available to You. The Company will pay benefits for Accidental Injuries resulting in a Loss, as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within one hundred eighty (180) 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 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%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

## "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;
- 3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4. thumb and index finger mean actual severance through or above the joint that meets the finger at the palm.

## **EXPOSURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident of a conveyance operated under a license for the transportation of passengers for hire during the Trip. 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 forced landing, stranding, sinking, or wrecking of a conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

### **EMERGENCY 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 of an Accidental Injury or a Sickness that occurs during 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; Hospital or ambulatory medical-surgical center services;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services;
- (f) emergency and palliative dental treatment.

The Company will pay benefits, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for Covered Medical Expenses incurred by the Insured as a result of an Acute Onset of a Pre-Existing Condition. The Acute Onset of a Pre-Existing Condition must occur after Your Scheduled Departure Date. You must receive initial Necessary Treatment within twenty-four (24) hours of the Acute Onset of a Pre-Existing Condition.

The Company will pay benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for dental Necessary Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Necessary Treatment must occur during the Trip.

Adventure Sports Coverage: If You purchased the optional benefit; benefits under this Coverage will be paid only up to the Adventure Sports Maximum Benefit shown on the Schedule of Benefits if You suffer an Accidental Injury while participating in an Adventure Sport.

Bodily Contact Sports Coverage: If You purchased the optional benefit; benefits under this Coverage will be paid only up to the Bodily Contact Sports Maximum Benefit shown on the Schedule of Benefits if You suffer an Accidental Injury while participating in a Bodily Contact Sport.

Extreme Sports Coverage: If You purchased the optional benefit; benefits under this Coverage will be paid only up the Extreme Sports Maximum Benefit shown on the Schedule of Benefits if You suffer an Accidental Injury while participating in an Extreme Sports event.

Interscholastic Sports and Organized Coverage: If You purchased the optional benefit; benefits under this Coverage will be paid only up to the Interscholastic Sports and Organized Sports Maximum Benefit shown on the Schedule of Benefits if You suffer an Accidental Injury while participating in Interscholastic Sports or Organized Sports.

The Company will not pay 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 a 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.

## LIMITATIONS AND EXCLUSIONS

The following exclusions apply to: Accidental Death & Dismemberment, Optional Accidental Death & Dismemberment – Common Carrier, Emergency Accident and Sickness Medical Expense:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section;
- 2. 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;
- 3. intentionally self-inflicted injuries;
- 4. 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;
- 5. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7. mental or emotional disorders, unless Hospitalized;
- 8. participation as an athlete in professional sports;
- 9. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;
- 10. 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);
- 11. Participation in Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports or Intramural Sports;
- 12. dental treatment except as a result of an injury to Sound Natural Teeth except as explicitly offered under Emergency Accident and Sickness Medical Expense:
- 13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 14. pregnancy and childbirth (except for Complications of Pregnancy) except if Hospitalized;
- 15. curtailment or delayed return for other than covered reasons;
- 16. traveling for the purpose of securing medical treatment;
- 17. services not shown as covered;
- 18. 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;
- 19. confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
- 20. services and/or supplies that do not meet the definition of Necessary Treatment;
- 21. 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;
- 22. Accidental Injury or Sickness when traveling against the advice of a Physician;
- 23. cosmetic surgery or reconstructive surgery;
- 24. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
- 25. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.

## **Nationwide Mutual Insurance Company**

## COLORADO CIVIL UNION AMENDMENT

This Amendment forms a part of the Policy to which it is attached and provides Benefits, to the extent Benefits are provided to married couples, spouses, and their families under the Policy, to a partner in a civil union or party to a civil union and their families as required by Colorado law. In order to receive benefits in accordance with this Amendment, the civil union must be established in the state of Colorado according to Colorado law.

The following Policy definitions, provisions, and terms including:

- Insured, only to the extent that the term includes "spouse" or "dependent"
- Named Insured, only to the extent that the term includes "spouse" or "dependent"
- Covered Person(s)
- You and/or Your
- Spouse
- Husband or Wife
- Dependent
- Family
- Family Member
- Heir
- Immediate Family
- Next of Kin

and any other policy definitions, provisions, and terms denoting a familial or spousal relationship in this Policy, are amended, wherever appearing, to include a partner in a civil union or party to a civil union under Colorado law.

This Amendment is hereby accepted and deemed valid on the effective date of the Policy.

Payment of premium on or after the effective date of the Amendment shall constitute acceptance by the Policyholder of the Policy modifications contained herein.

No other Policy provision or condition is changed in any way by this Amendment, except as described above.

Signed for the Company at Columbus, Ohio

President

Mark Benen

Secretary



# STATE MANDATED LANGUAGE INDIVIDUAL POLICY NSIITC 2000 AH and NSIITC 2000 PC

## COLORADO AMENDATORY ENDORSEMENT

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

Complications of Pregnancy means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from the pregnancy or are caused by pregnancy such as: acute nephritis, nephrosis, cardiac decompression, missed abortion, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes non-elective cesarean section, ectopic pregnancy which is terminated, and spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include false labor, occasional spotting, morning sickness, physician prescribed rest during the period of pregnancy, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a distinct complication of pregnancy.

Under the section entitled GENERAL PROVISIONS, the following is added to NOTICE OF CLAIM:

Failure to give notice within such time does not invalidate nor reduce any claim if it was not reasonably possible to give notice during that time, and notice was given as soon as reasonably possible.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of Loss. 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.

Under the section entitled **GENERAL PROVISIONS**, the following provisions are added:

**ENTIRE CONTRACT; CHANGES -** This Policy, including the endorsements and attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one the Company's executive officers and unless such approval be endorsed on or attached to the Policy. No agent has the authority to change this Policy or to waive any of its provisions.

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, item 2. is deleted in its entirety and replaced with the following:

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

**NSIITC 2400 CO AH** 

## **NEVADA 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 a partner who shall be established in Nevada when:

(a) Both persons have a common residence;

- (b) Neither person is married or a member of another domestic partnership;
- (c) The two persons are not related by blood in a way that would prevent them from being married to each other in the State of Nevada;
- (d) Both persons are at least 18 years of age; and
- (e) Both persons are competent to consent to the domestic partnership.

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

**Pre-Existing Condition** means an illness, disease, or other condition during the one hundred eighty (180) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion or a Family Member booked to travel with You received or were recommended to receive medical advice, diagnosis, care or treatment. The term does not include genetic information in the absence of a diagnosis of the condition related to such information.

Such an illness, disease, or other condition will continue to be a Pre-Existing Condition until the expiration of twelve (12) consecutive months, beginning with the Effective Date of coverage. Taking maintenance medications for a condition that is considered stable, as determined by the treating Physician, shall not be cause for Exclusion.

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

**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. The Company will not exercise the right to Subrogation until You have been made whole.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. 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.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 9 related to being under the influence of drugs or intoxicants is deleted in its entirety.

NSITC 2400 NV AH; NSITC 2400 NV PC

## RHODE ISLAND 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:** An individual in an exclusive, intimate and committed relationship with You. This relationship is certified by affidavit that it meets the following qualifications:

- 1. You and Your Domestic Partner are at least 18 years of age and are mentally competent to contract;
- 2. You and Your Domestic Partner are not married to anyone else or related by blood;
- 3. You and Your Domestic Partner reside together and have resided together for at least one (1) year prior to the date of the certified affidavit;
- 4. You and Your Domestic Partner are financially interdependent as evidenced by two (2) of the following:

- a. A domestic partnership agreement or relationship contract;
- b. A joint mortgage or joint ownership of a primary residence;
- c. Two of the following:
  - i. A joint ownership of a motor vehicle;
  - ii. A joint checking account;
  - iii. A joint lease; and/or
- d. One (1) person has been designated as a beneficiary for the other person's will, retirement contract or life insurance.

Definitions, provisions and terms denoting a familial or spousal relationship in this Policy, are amended, wherever appearing, to include a Domestic Partner.

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

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, civil union partner, 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, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

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

## **Hospital** means a facility that:

- a) is an institution operated pursuant to law and, with respect to insurers permitted to contract with hospitals, be a contracting hospital; and
- b) is primarily and continuously engaged in providing or operating either on its premises or in facilities available to the hospital on a pre-arranged basis and under the supervision of a staff of duly licensed physicians, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
- c) Provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (R.N.'s).

## Hospital does not include:

- a) Convalescent homes, convalescent, rest or nursing facilities; or
- b) Facilities primarily affording custodial, educational or rehabilitory care; or
- c) Facilities for the aged, drug addicts, or alcoholics; or
- d) Any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or agency thereof for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability exists for charges made to the individual for such services.

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

## **Pre-Existing Condition** means:

- a) the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the one hundred eighty (180) day period immediately prior to the Effective Date of Your Policy for which You, or Your Traveling Companion, a Family Member booked to travel with You; or
- b) a condition for which medical advice or treatment was recommended by a physician or received from a physician within the one hundred eighty (180) day period immediately prior to the Effective Date of Your Policy for which You, or Your Traveling Companion, a Family Member booked to travel with You.

Under the section entitled **GENERAL PROVISIONS**, the **PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS -** The Company, or its designated representative, will pay a claim within thirty (30) days 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.

All or a portion of all other benefits provided by this Policy, at the option of the Company, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

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.

Under the section entitled **GENERAL PROVISIONS**, the **NOTICE OF CLAIM** provision is deleted in its entirety and replaced with the following:

**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 twenty (20) 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. Failure to give notice of claim within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such notice of claim is furnished as soon as reasonably possible.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

**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 within thirty (30) days after 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.

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days 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.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision 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, 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. 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.

## **NSIITC 2400 RI**

## Travel Assistance Program Description – Provided by On Call International

## **Emergency Transportation Services**

Emergency Medical Evacuation/Medically-Necessary Repatriation • Repatriation of Mortal Remains • Transportation after Stabilization • Visit by Family Member/Friend • Return of Dependent Children

## **Travel Support Services**

Medical Monitoring • Hotel Arrangements for Convalescence • Medical and Dental Search and Referral • Advance of Emergency Medical Expenses • Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses • Transfer of Insurance Information and Medical Records • Assistance with Emergency Travel Arrangements • Interpretation/Translation • Locating Lost or Stolen Items • Emergency Cash Advance

### FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY

CALL TOLL FREE:

833-371-3766 (within the United States and Canada)

OR CALL COLLECT:

603-691-5770 (From all other locations)

## Travel Assistance Services Details Travel Support Services

- Interpretation/Translation: Upon request, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Locating Lost or Stolen Items: On Call will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- Medical Monitoring: During the course of a medical emergency resulting from an accident or sickness, On Call will
  monitor your case to determine whether the care is adequate from a Western Medical perspective.
- Medical and Dental Search and Referral: On Call will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- Advance of Emergency Medical Expenses: On Call will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses: On Call will arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible.
   On Call will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.
- Transfer of Insurance Information and Medical Records: Upon your request, On Call will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- Assistance with Vaccine and Blood Transfers: If based upon your physician's prescription, needed vaccines or blood products are not available locally, On Call will coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

## Non-Insurance Personal Assistance Services

These are Non-Insurance Services provided by On Call International:

- Pre-Trip Information: Upon request, On Call will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- Interpretation/Translation: If during your Trip you need an interpretation, On Call will assist with telephone
  interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer
  you to local translators.
- Legal Referral/Bail: Upon request, On Call will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, On Call will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.
- Emergency Cash Advance: On Call will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

### FOR FILING A CLAIM

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

Customer Service: 888-352-3169

Direct Line: 727-725-7522

Mailing Address: Attention: Co-ordinated Benefit Plans, LLC

P.O. Box 26222 Tampa, FL 33623

Or E-mail your information to: NWTravClaims@cbpinsure.com, or Fax to: 800-560-6340

**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.