# **Travel Protection Plan Certificate**



# **CONFIRMATION OF COVERAGE**

Underwritten by: Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH

**Program Name:** Tour Operators

Listing of Benefits	Maximum Benefit
Accidental Death & Dismemberment – 24-Hour Maximum Benefit	\$25,000
Baggage Delay (12 Hours) Maximum Benefit	\$500 per Trip
Baggage/Personal Effects Maximum Benefit Per Item Combo	\$1,500 per Trip \$250 \$500
Missed Connection (3 Hours)	\$750
Emergency Accident Medical Expense Maximum Benefit for Medical Expenses Dental Expenses	\$150,000 per Trip \$500
Emergency Evacuation and Repatriation of Remains Maximum Benefit	\$250,000 per Trip
Emergency Sickness Medical Expense Maximum Benefit for Medical Expenses	\$150,000 per Trip
Trip Cancellation Maximum Benefit	100% of Trip Cost \$25,000 per Trip
Trip Interruption	125% of Trip Cost
Trip Delay (12 Hours) Maximum Benefit	\$1,000 per Trip (\$150/day)



Nationwide Mutual Insurance Company One Nationwide Plaza Columbus, Ohio 43215

This Certificate of Coverage describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company and herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Coverage. It provides You with specific information about the program You purchased.

Please contact the Plan Administrator immediately if You believe that the Confirmation of Coverage is incorrect.

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

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

Mark Bleven President

TRAVEL PROTECTION CERTIFICATE

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# **LIMITATIONS AND EXCLUSIONS**

# NATIONWIDE MUTUAL INSURANCE COMPANY PASSENGER PROTECTION INSURANCE POLICY

# **GENERAL DEFINITIONS**

**Accident** means a sudden, unexpected, unusual, 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 being the direct and independent cause in the loss.

Actual Cash Value means purchase price less depreciation.

**Additional Expense** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

**Bankruptcy** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

**Bodily Injury** means bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and before the Termination Date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

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

**Carry On Baggage** means a piece of baggage that has not been checked and is owned by and accompanies You while traveling on a Common Carrier.

Checked Baggage means a piece of baggage 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.

Company means Nationwide Mutual Insurance Company.

**Covered Expenses** shall mean expenses incurred by You which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the Group Policy; and which do not exceed the maximum limits shown in the Confirmation of Coverage, under each stated benefit.

**Covered Trip** means any class of scheduled trips, tours or cruises You request coverage and remit the required premium.

Cruise means any prepaid sea arrangements made You.

Default means a material failure or inability to provide contracted services due to Financial Insolvency.

**Dependent Child(ren)** means the Insured's child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age nineteen (19) and primarily dependent on the Insured for support and maintenance; or (2) who is at least age nineteen (19) but less than age twenty-three (23) and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

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

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

**Family Member** means the Insured's or Traveling Companion's legal or common law spouse, ex-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.

**Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, cruise line, or airline provided the Financial Insolvency occurs more than ten (10) days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom the Insured purchased Travel Arrangements supplied by others.

# 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 a 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 Covered Trip (substantiated by the department of transportation, state police, etc.)

# Hospital means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides twenty-four (24)-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395xk);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and
- (g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

**Host at Destination** means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

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

**Insured** means the person who has enrolled for and paid for coverage under the Group Policy.

Land/Sea Arrangements means land and or sea arrangements made by the Participating Organization.

**Loss** means injury or damage sustained by You 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 of Covered Expenses that the Company will pay for Your covered losses.

**Participating Organization** means a travel agency, tour operator, cruise line, airline or other organization that applies for coverage under the Group Policy and remits the required premium to the Company.

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date for which the Insured, Traveling Companion or Family Member booked to travel with the Insured: 1) exhibited symptoms which would have caused one 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 which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before the Effective Date.

The Pre-Existing Conditions exclusion is waived for You if the Insured (a) enrolls in this Policy within at the time he/she pays the deposit required for his/her Trip (or within fourteen (14) days of the initial deposit); (b) purchases this Policy for the full cost of his or her Trip; and (c) is medically able to travel at the time the premium is paid.

Scheduled Departure Date means the date on which You are originally scheduled to leave on the 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 which: 1) requires a physical examination and medical treatment by a Physician and 2) commences while the Insured's coverage is in effect. An illness or disease of the body which begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by the policy unless it suddenly worsens or becomes acute after the Effective Date.

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

**Terrorist Incident** means an incident deemed a terrorist act by the United States Government that causes property damage or loss of life.

**Traveling Companion** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.

**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 Supplier means tour operator, cruise line, hotel, etc. who has made the land and/or sea arrangements.

**Trip** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one day of the Land/Sea Arrangements.

You or Your refers to all persons listed on the Confirmation of Coverage under the program purchased by the Insured.

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

# WHEN AN INSURED'S COVERAGE BEGINS - Provided:

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

All coverage (except Trip Cancellation) will begin on the Scheduled Departure Date when the Insured departs for the first Travel Arrangement (or alternate Travel Arrangement if he/she must use an alternate Travel Arrangement to reach his/her Trip destination) for his/her Trip.

Trip Cancellation coverage will begin on the Insured's Effective Date.

**WHEN YOUR COVERAGE ENDS –** Your coverage will end at 11:59 local time on the date that is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;
- (c) the date the Insured leaves or changes his/her Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (d) If the Insured extends the return date, his/her coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;
- (e) The date the Insured cancels the Covered Trip;
- (f) Any Trip that exceeds ninety (90) days.

#### **EXTENDED COVERAGE** - Coverage will be extended under the following conditions:

(a) When the Insured commences air travel from his/her origination point: within three (3) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than three (3) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel.

- (b) If the Insured returns to his/her origination point: within three (3) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than three (3) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel.
- (c) If the Insured is a passenger on a scheduled Common Carrier that is unavoidably delayed in reaching the final destination coverage will be extended for the period of time needed to arrive at the final destination.

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

**ARBITRATION** - Notwithstanding anything in the Group Policy to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. All parties must mutually agree to arbitration before arbitration may take place.

However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Group Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**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 the Group Policy that conflicts with the state law where the Group Policy is issued is changed to meet the minimum requirements of that law.

**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 reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

The following provisions will apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:

**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 Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) the Insured's spouse:
- b) the Insured's child or children jointly:
- c) an Insured's parents jointly if both are living or the surviving parent if only one survives:
- d) an Insured's brothers and sisters jointly: or
- e) the Insured's estate.

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

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

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 the Insured for an amount greater than the amount paid by the Insured.

**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 or as soon as

reasonably possible. Notice should include Your name, the Participating Organization's name and the Group Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Group Policy, or to the Company's designated representative.

**CLAIM FORMS** – When written notice of claim is received, You will be sent forms for filing proof of loss. If these forms are not sent within 15 days, You may meet the proof of loss requirement by sending the Company a written statement of the nature and extent of the loss within the time limit stated in the "Proof of Loss" provision.

**PROOF OF LOSS** - The Claimant must send the Company, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible.

**PHYSICAL EXAMINATION AND AUTOPSY -** The Company, or its designated representative, at their own expense, have the right to have You examined as often as reasonably 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.

The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:

NOTICE OF LOSS - If Your property covered under the Group 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 or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**PROOF OF LOSS** - You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under the Group Policy.

**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. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to the Company.

**VALUATION** - The Company will not pay more than the Actual Cash Value of the property at the time of loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation as determined by the Company. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**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 Your 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 is 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.

#### TRIP CANCELLATION

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are prevented from taking Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion or Family Member; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing your participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within ten (10) days of departure;
- (c) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- (d) The death or Hospitalization of Your Host at Destination;
- (e) A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within thirty (30) days prior to your Scheduled Departure Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This does not include flight connections or other transportation arrangements to reach Your destination. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. A Terrorist Incident that occurs onboard an in-flight aircraft is not covered;

- (f) The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war:
- (g) Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;
- (h) Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours;
- (i) Bankruptcy and/or Default of Your Travel Supplier which occurs more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom the Insured purchased the Land/Sea Arrangements. The Insured's Scheduled Departure Date must be no more than fifteen (15) months beyond the Insured's Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the policy has been purchased within fifteen (15) days of Your initial payment for the Covered Trip and the full cost of the Covered Trip;
- (j) An Insured is terminated, or laid off from employment subject to five (5) years of continuous employment at the place of employment where terminated.

# The Company will reimburse the Insured for the following:

- a) non-refundable cancellation charges imposed by the Participating Organization and/or Travel Suppliers;
- b) airfare cancellation charges for flights commencing within one day of the Land/Sea Arrangements;
- c) if the Travel Supplier cancels the Your Covered Trip, the You are covered up to \$200.00 for the reissue fee charged by the airline for the tickets. The Insured must have covered the entire cost of the Covered Trip including the airfare;

In no event shall the amount reimbursed exceed the amount the Insured prepaid for the Covered Trip.

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company 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 the Insured notified the Participating Organization as soon as reasonable possible.

#### SINGLE OCCUPANCY COVERAGE

The Company will reimburse You, up to the maximum shown on the Confirmation of Coverage, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel.

# TRIP INTERRUPTION

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are unable to continue on Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion or Family Member; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip;
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within ten (10) days of departure;
- (c) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- (d) The death or Hospitalization of Your Host at Destination;
- (e) A Terrorist Incident that occurs in a city listed on Your Trip itinerary during Your scheduled Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date; A Terrorist Incident that occurs onboard an in-flight aircraft is not covered;
- (f) the Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;
- (g) Bankruptcy and/or Default of the Travel Supplier which occurs more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom the Insured purchased their Land/Sea Arrangements. The Insured's Scheduled Departure Date must be no more than fifteen months beyond the Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to Your intended destination. This benefit only applies if the policy has been purchased within fifteen (15) days of Your initial payment for the Covered Trip and the full cost of the Covered Trip;
- (h) An Insured is terminated, or laid off from employment subject to five (5) years of continuous employment at the place of employment where terminated;
- (i) Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;
- (j) Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours.

# The Company will pay for the following:

- a) unused, non-refundable land or sea expenses prepaid to the Participating Organization and/or Travel Suppliers;
- b) the airfare paid less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea 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.

The Company will pay for reasonable additional accommodation and transportation expenses incurred by Insured (up to \$100 a day) if a Traveling Companion must remain Hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying that You cannot fly home due to an Accident or a Sickness but does not require Hospitalization.

In no event shall the amount reimbursed exceed the amount the Insured prepaid for the Covered Trip.

#### TRIP DELAY

The Company will reimburse You for Covered Expenses on a one-time basis, up to the maximum shown in the Confirmation of Coverage, if You are delayed en route to or from the Covered Trip for twelve (12) or more hours due to a defined Hazard:

# **Covered Expenses include:**

- (a) Any prepaid, unused, non-refundable land and water accommodations;
- (b) Any reasonable additional expenses incurred:
- (c) An Economy Fare from the point where the You ended Your Covered Trip to a destination where You can catch up to the Covered Trip: or
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination.

# **MISSED CONNECTION**

This benefit covers missed cruise or tour departures that result from cancellation or delay (for three (3) or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Confirmation of Coverage are provided to cover additional transportation expenses needed for You to join the departed cruise or tour, reasonable accommodation and meal expenses (up to the amount shown in the Confirmation of Coverage) and nonrefundable trip payments for the unused portion of Your cruise or tour. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their cruise or tour due to Inclement Weather.

# 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 Covered 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 Confirmation of Coverage. The maximum benefits for any one single Accident is limited to \$15,000,000 for all persons insured under the Group Policy. 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%
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;
- 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 means 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 Your 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 one year after Your disappearance due to an Accident.

#### **EMERGENCY SICKNESS MEDICAL EXPENSE**

The Company will pay benefits up to the maximum shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of Emergency Treatment of a Sickness that first manifests itself during the Covered Trip.

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines, prosthetics and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. 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 a Sickness which first occurred during the course of the scheduled Trip beyond the date of the Scheduled Return Date, coverage will be extended until You are released from the Hospital or until maximum benefits under the Group Policy have been paid.

Under New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to this policy for such mandates as they apply to the benefits provided under the Policy.

#### **EMERGENCY ACCIDENT MEDICAL EXPENSE**

The Company will pay benefits up to the maximum shown on the Confirmation of Coverage, if You incur Covered Medical Expenses for Emergency Treatment of an Accidental Injury that occurs during the Covered Trip.

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include, but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines, prosthetic and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. 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.

The Company will pay benefits up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

If You are hospitalized due to an Accidental Injury which first occurred during the course of the scheduled Trip beyond the date of the Scheduled Return Date, coverage will be extended until You are released from the Hospital or until maximum benefits under the Group Policy have been paid.

Under New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to this policy for such mandates as they apply to the benefits provided under the Policy.

# **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Covered Trip results in the necessary Emergency Evacuation of You. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

**Emergency Evacuation means:** 

- (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your medical condition warrants transportation to the United States where the Insured resides, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Expenses are reasonable and customary expenses for necessary transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. 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 representative.

Transportation of Dependent Children: If the Insured is in the Hospital for more than two (2) days following a covered Emergency Evacuation, the Company will return the Insured's Dependent Children, who are under nineteen (19) years of age and accompanying him/her on the scheduled Trip to their home, with an attendant if necessary.

Transportation to Join the Insured: If the Insured is traveling alone and is in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured 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 the Insured, for a single visit to and from the Insured's bedside.

Transportation services are provided if authorized in advance by the assistance provider, 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 the Insured or already included within the cost of the Covered Trip.

# **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to the Insured's primary residence if You die during the Covered Trip. This will not exceed the maximum shown on the Confirmation of Coverage.

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

# **BAGGAGE/PERSONAL EFFECTS**

The Company will reimburse You up to the maximum shown on the Confirmation of Coverage, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must be owned by and accompany You during the Covered Trip.

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

There will be a per article limit shown on the Confirmation of Coverage.

There will be a combined maximum limit shown on the Confirmation of Coverage 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; cameras and their accessories and related equipment.

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, less depreciation as determined by the Company; or
- (b) the cost of repair or replacement.

# **EXTENSION OF COVERAGE**

If You checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

# **BAGGAGE DELAY (Outward Journey Only)**

The Company will reimburse You for the expense of necessary personal effects, up to the maximum shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Covered Trip.

You must be a ticketed passenger on a Common Carrier.

Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

# LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Emergency Evacuation, and Repatriation of Remains:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
- 2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (unless results in the death of a non-traveling immediate Family Member);
- 3. intentionally self-inflicted injuries;
- 4. war, invasion, hostilities between nations (whether declared or not), civil war;
- 5. participation in any military maneuver or training exercise or any loss starting while the Insured is 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;
- 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 a professional in athletics;
- 9. being under the influence of drugs or intoxicants, unless prescribed by a Physician, unless results in the death of a non-traveling immediate Family Member;
- 10. commission or the attempt to commit a felony:
- 11. participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest (speed contest shall not include any of the regatta races;) scuba diving; spelunking or caving; heliskiing; extreme skiing;
- 12. dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury;
- 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. Confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
- 19. Care or treatment that is not medically necessary;
- 20. 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;
- 21. Injury or Sickness when traveling against the advice of a Physician;
- 22. 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.

# 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;
- 3. boats or other vehicles or conveyances;
- 4. trailers;
- 5. motors;
- 6. motorcycles;
- 7. aircraft;
- 8. bicycles (except when checked as baggage with a Common Carrier);
- 9. household effects and furnishing;
- 10. antiques and collector's items;
- 11. eye glasses, sunglasses or contact lenses;
- 12. artificial teeth and dental bridges;
- 13. hearing aids;
- 14. prosthetic limbs;
- 15. prescribed medications;
- 16. keys, money, stamps, securities and documents;
- 17. tickets;
- 18. credit cards;
- 19. professional or occupational equipment or property, whether or not electronic business equipment;
- 20. personal computers, telephones, computer hardware or software;
- 21. sporting equipment if loss or damage results from the use thereof.

# 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 Accidental Death & Dismemberment, Emergency Sickness Medical Expense and Emergency Accident 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 results in the death of a non-traveling immediate Family Member);
- 3. intentionally self-inflicted injuries;
- 4. war or act of war (whether declared or undeclared), riot or insurrection;
- 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;
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7. mental or emotional disorders, unless Hospitalized and except to the extent coverage is mandated under New York law;
- 8. participation as a professional in athletics;
- 9. being under the influence of drugs or intoxicants, unless prescribed by a Physician, unless results in the death of a non-traveling immediate Family Member;
- 10. commission or the attempt to commit a felony or involvement with an illegal occupation;
- 11. dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury;
- 12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 13. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
- 14. traveling for the purpose of securing medical treatment;
- 15. services not shown as covered;

- 16. Confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
- 17. Care or treatment that is not medically necessary;
- 18. 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;
- 19. Injury or Sickness when traveling against the advice of a Physician;
- 20. 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.

#### ON CALL INTERNATIONAL TRAVEL ASSISTANCE SERVICES

The Travel Assistance program feature provides a variety of travel related services. Services offered include: Pre-Trip
Information ☐ Medical Monitoring ☐ Medical, Dental and Pharmacy Referrals ☐ Legal Referrals - Bail bond* ☐ Hospital
Admission Guarantee ☐ Dispatch of Medicine ☐ Translation Service ☐ Lost Baggage Retrieval ☐ Inoculation Information
□ Passport / Visa Information □ Emergency Message Forwarding □ Emergency Cash Advance* □ Prescription Drug /
Eyeglass Replacement* □

\* Payment reimbursement is Your responsibility

# FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY

CALL TOLL FREE:
1-855-226-1677 (within the United States and Canada)
OR CALL COLLECT
1-603-952-2042 (From all other locations)

Travel assistance services are provided by an independent organization and not by the Company. There may be times when circumstances beyond On Call's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation.

# FOR CUSTOMER SERVICE AND GENERAL QUESTIONS

USI Travel Insurance Services
One International Plaza, Suite 400
Philadelphia, PA 19113
1-855-874-0156
select@travelinsure.com

Fax: 610-537-9835

# **FOR FILING A CLAIM**

Contact the Plan Administrator at:
Customer Service: 1-866-223-4772
Mailing Address: Attention: Co-ordinated Benefit Plans, LLC
On Behalf of Nationwide Mutual Insurance Company and Affiliated Companies
P.O. Box 26222
Tampa, FL 33623

Or E-mail your information to: <a href="https://www.nwc.new.com"><u>NWTravClaims@cbpinsure.com</u></a>

**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.