

# TME Elite Summary of Benefits

## IMPORTANT

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

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 Cancellation Maximum Benefit Airline Reissue or Cancellation Fees	100% of Trip Cost up to \$100,000 \$200
Trip Interruption Maximum Benefit	150% of Trip Cost
Trip Delay Maximum Benefit Maximum Benefit Per Day	\$2,000 \$300
Missed Connection Maximum Benefit	\$1,500
Accidental Death & Dismemberment Principal Sum	\$50,000
Accidental Death & Dismemberment – Common Carrier (Air Only) Principal Sum	\$100,000
Emergency Accident and Sickness Medical Expense Maximum Benefit Dental Expenses	\$100,000 \$5,000
Emergency Evacuation Maximum Benefit Hospital Companion	\$500,000 \$10,000
Repatriation of Remains Maximum Benefit	\$500,000
Baggage/Personal Effects Maximum Benefit Per Article Limit Combined Article Limit	\$1,500 \$500 \$1,000
Baggage Delay Maximum Benefit	\$1,000

This Policy/Certificate of insurance includes coverage for Pre-existing Conditions when purchased within 14 days of the Initial Trip Deposit Date. Please ensure to review the full coverage details, terms and conditions.

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®**

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. Please refer to the accompanying Confirmation of Coverage as 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.

*Secretary*

*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.

**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 one-way 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 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 if You (a) enroll in this Certificate at the time You pay the deposit required for Your Trip (or within fourteen (14) days of the initial Trip deposit); (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel on the Effective Date.

**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 Attack** means an incident deemed an act of terrorism by the U.S. Department of State.

**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. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at the location of the Insured, on the day after the Scheduled Departure Date.

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) the time the Policy terminates;
- (e) 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;
- (f) The date the Insured cancels the Covered Trip;
- (g) 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 two (2) 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 two (2) 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 two (2) 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 two (2) 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, Accidental Death & Dismemberment – Common Carrier (Air Only), 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.

**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 reasonable 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) A transfer of You by the employer with whom You are employed on the Effective Date that requires Your principal residence to be relocated;
- (e) The death or hospitalization of Your Host at Destination;
- (f) If within thirty (30) days of Your departure, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary;
- (g) 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;
- (h) Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;



- (i) Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours;
- (j) Bankruptcy and/or Default of Your Travel Supplier that occurs more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond 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 You to transfer to another airline in order to get to Your intended destination;
- (k) An Insured is terminated, or laid off from employment subject to one (1) year of continuous employment at the place of employment where terminated;
- (l) Natural disaster at the site of Your destination that renders their destination accommodations uninhabitable;
- (m) The Insured or Traveling Companion being required to work during the Covered Trip. Proof of requirement to work, such as a notarized statement signed by an officer of the Insured or Traveling Companion's employer must be presented.

**The Company will reimburse the Insured for the following:**

- a) non-refundable cancellation charges imposed by the Participating Organization and/or Travel Suppliers;
- b) If the Travel Supplier cancels Your Trip, You are covered up to \$100.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Trip including the airfare.

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

Coverage does not include Default of a Participating Organization or other organization that results in the Loss of services.

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) a transfer of the Insured by the employer with whom the Insured is employed on their Effective Date which requires his/her principal residence to be relocated;
- (e) the death, or hospitalization of Your Host at Destination;
- (f) A politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which the Insured has registered and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary;
- (g) 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;
- (h) Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;
- (i) Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours;
- (j) Bankruptcy and/or Default of Your Travel Supplier that occurs during Your Trip and more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond 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 You to transfer to another airline in order to get to Your intended destination;

(k) An Insured is terminated, or laid off from employment subject to five (5) years of continuous employment at the place of employment where terminated;

(l) Natural disaster at the site of Your destination that renders the destination accommodations uninhabitable.

(m) The Insured or Traveling Companion being required to work during the Covered Trip. Proof of requirement to work, such as a notarized statement signed by an officer of the Insured or Traveling Companion's employer must be presented.

**The Company will pay for the following:**

a) unused, non-refundable land or sea expenses prepaid to the 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 You (up to \$100 a day) if a Traveling Companion must remain hospitalized, or if You must extend the Covered 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, up to the maximum shown in the Confirmation of Coverage, if You are delayed en route to or from the Covered Trip for six (6) 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.

**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 one hundred eighty (180) days after the date of the Accident causing the loss. The Principal Sum is shown on the Confirmation of Coverage. 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.

<b>TABLE OF LOSSES</b>	
<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
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 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.

**ACCIDENTAL DEATH & DISMEMBERMENT – COMMON CARRIER (AIR ONLY)**

The company will pay benefits for Accidental Injuries resulting in a Loss as described in the Table of Losses, that occurs while You are riding as a passenger in or on, boarding or alighting from, any Common Carrier air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within 180 days after the date of the Accident causing the Loss. The Principal Sum is shown on the Confirmation of Coverage.

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.

<b>TABLE OF LOSSES</b>	
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 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 You being unavoidably exposed to the elements due to an Accident of an air 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 an air conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

**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 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 You are in the Hospital for more than seven (7) days following a covered Emergency Evacuation, the Company will return Your unattended Dependent Children accompanying You on the scheduled Trip, to their home, with an attendant if necessary.

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.

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.

#### **MISSED CONNECTION**

This benefit covers missed Cruise 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, reasonable accommodation and meal expenses (up to the per day amount shown in the Confirmation of Coverage) and nonrefundable trip payments for the unused portion of Your Cruise. 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 due to Inclement Weather.

#### **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 and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

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 Sickness Medical Expense, Emergency Accident Medical Expense, 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;
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;
10. commission or the attempt to commit a felony;
11. participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any motorized 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, Accidental Death & Dismemberment – Common Carrier (Air Only), Emergency Accident Medical Expense and Emergency 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 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;
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. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
13. traveling for the purpose of securing medical treatment;
14. services not shown as covered;
15. Confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions, benefits provided under Medicare or other government program, except Medicaid, benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable, services rendered and separately billed by employees of hospitals, laboratories or other institutions, services performed by a member of the Covered Person's immediate family and services for which no charge is normally made;
16. Care or treatment that is not medically necessary;
17. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
18. Injury or Sickness when traveling against the advice of a Physician;
19. 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.

Travel Assistance Services are provided by an independent 3<sup>rd</sup> party and not by the Company. There may be times when circumstances beyond TME Travel Insurance's Assistance Provider'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 and other travel assistance needs.

### **Travel Assistance Services**

This document provides details on Assistance Services provided and does not amend, alter or extend the coverage afforded by the certificate of insurance. Electronic summary and digital documents and/or custom links have been provided to the Plan Holder. Although not required to carry for services, we do recommend you carry your confirmation summary and other forms of identification at all times for convenience should you need to contact us for travel assistance services offered or should you be admitted to a hospital with a serious or critical injury or illness which may necessitate additional assistance or a possible medical evacuation.

The following Travel Assistance Services are Included with your plan and provided by On Call International.

- Interpretation/Translation: Upon request, the Assistance Provider 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 Travel 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.

\*Travel Assistance Services provided may vary by plan selected and are subject to availability due to circumstances beyond On Call International's control.



## **Customer Service**

If you have questions about the services provided, you can view many of the frequently asked questions and specific plan pages by visiting our website [www.tmetravelinsurance.com](http://www.tmetravelinsurance.com), or by reviewing the terms and conditions of the travel protection plan you selected. The specific travel protection plan you elected to purchase, including insurance benefits and services, will be listed in your Confirmation of Coverage. If you have additional questions on your plan, please contact the agent or representative who sold you the plan, or contact TME Travel Insurance Customer Service at the following:

### **Customer Service Contact**

Email: [info@tmetravelinsurance.com](mailto:info@tmetravelinsurance.com)

Phone: 1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

### **24/7 Travel Assistance Services**

If you are seeking travel assistance services or hospitalized with a serious or critical injury or illness, during your trip, please call us at the following:

1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

***Press "2" at the Prompt***

Whether you are the insured or calling on behalf of the insured, please have the following information available.

- Full Name of Insured
- If a Medical Emergency, the Current Condition of Insured Patient
- Name of the Hospital and Location
- Hospital Phone Number(s)
- Name of Physician(s)/Hospital Administrator
- Policy Number

**Travel Assistance Services Are Provided Through  
TME Travel Insurance's Assistance Provider On Call International**

**ASSISTANCE SERVICES WHEN HOSPITALIZED**

The following details steps you should take if you are hospitalized with a serious or critical condition, more than 150 miles away from your home, and seeking assistance services.

If you, a family member or companion has a medical emergency, please seek treatment at the local hospital immediately. If your plan provides emergency medical expenses coverage and you are seeking reimbursement for qualified expenses, please follow the instructions on the claim page of our website <https://tmetravelinsurance.com/claims-services/> to submit a claim to be reimbursed for eligible expenses. If admitted to the hospital for a serious or critical injury or illness and seeking to determine if a medical evacuation may be warranted, please call us and you will be connected with our Assistance Provider, available 365 days a year, 24 hours a day. Our Assistance Provider will work with you, your family or companion along with the attending Physician(s) and medical facility personnel to review your coverage and determine if a medical evacuation may be warranted, and if so whether the evacuation is to be carried out via a commercial flight or a private, medically equipped aircraft. A Medical Assessment, including review of Medical Records, treatment plan and other information regarding your health condition, will be needed prior to a medical evacuation being approved and arranged.

**MEDICAL EVACUATION ARRANGEMENTS**

Your enrollment in the Plan provides you access to medically warranted hospital-to-hospital evacuation transportation arranged by TME Travel Insurance's Assistance Provider and their Medical Evacuation Providers according to the terms, conditions, and limitations set forth in the certificate of insurance.

All arrangements for transportation or assistance services under your plan are to be made through TME Travel Insurance's Assistance Provider and their Medical Evacuation providers, which when available, will endeavor to use highly accredited EURAMI or CAMTS certified air ambulance companies through our extensive network of providers.

You agree to promptly notify, or have your representative promptly notify the Assistance Provider for request of medical evacuation transportation if you believe it may be needed, providing all information required to determine eligibility. Due to the nature of the services, a reasonable period of time is required to properly initiate a medical evacuation transportation, and you agree that diligence is necessary to properly accommodate a medical emergency. You also agree to provide notice of request at the earliest possible time, so the Assistance Provider can secure a comprehensive medical assessment and to allow proper time to determine eligibility and prepare the medical evacuation transportation. Failure to contact the Assistance Provider for the medical evacuation transportation in a timely manner may result in a denial or delay of services.

To facilitate providing the services, you hereby authorize the Assistance Provider, any Medical Evacuation Provider utilized, and any medical personnel or medical facility involved in the medical transport process to disclose or discuss your medical information with any physician, hospital, medical attendant, or others regarding your physical condition including but not limited to medical records and diagnostic images, treatment plans and test results. This authorization shall remain valid until such time as you or your authorized representative revokes it in writing.

The sending physician, receiving physician, and the Assistance Provider's Medical Personnel must agree that the Plan Holder requires continued inpatient hospitalization, meets the criteria for an air medical transport, and the Plan Holder is medically stable enough for an approved transport to a qualifying medical facility. The medical evacuation transportation will not be provided until such time as the Assistance Provider has obtained a completed medical assessment, the transport meets other applicable terms and there is confirmed admission to the receiving hospital. Admission to the receiving hospital typically requires both medical and financial acceptance by the hospital.

Repatriation from outside one's home country requires proper documentation, to be provided in advance of transport, such as a passport, visa, etc. to clear customs and is the responsibility of the Plan Holder. A Plan Holder and/or companion may be denied medical evacuation transportation if they are unable to provide such documentation or are denied admission to the hospital.

You further authorize the Medical Evacuation Provider's medical personnel to perform procedures and provide treatment as they deem necessary, both prior to and during the course of your medical evacuation transportation. We do not provide or control the provision of medical services to Plan Holders. Our performance of our obligations under the TME Travel Insurance plans' assistance services is ministerial in nature and shall not constitute any undertaking to render medical services, to assume or guarantee the result of medical services provided to Plan Holders, or to guarantee that the medical services performed by others will be rendered in accordance with generally accepted standards or procedures. The parties understand and agree that the rendering of medical services to a Plan Holder and the results thereof are solely within the control of the Medical Evacuation Provider's medical personnel. TME

Travel Insurance is not liable for any malpractice, loss of life or other peril by the Medical Evacuation Provider, their contracted network of air ambulance companies, or other healthcare providers, and the Plan Holder agrees to hold TME Travel Insurance and its assigns harmless for said services.

### **OTHER ASSISTANCE SERVICES AND ARRANGEMENTS**

Your enrollment in the Plan provides you access to other assistance services based on the plan selected. All services and arrangements or assistance services under your plan are made through TME Travel Insurance's, Assistance Provider and their contracted providers.

To facilitate providing the services, you hereby authorize TME Travel Insurance Assistance Providers and any contracted providers to provide such services at their sole discretion. TME Travel Insurance does not provide or control the provision of the services to Plan Holders. Our performance of our obligations under the TME Travel Insurance plan's travel assistance services is ministerial in nature and shall not constitute any undertaking to render these services, to assume or guarantee the result of the services provided to Plan Holders, or to guarantee that the services performed by others will be rendered in accordance with generally accepted standards or procedures. The parties understand and agree that the rendering of services to a Plan Holder and the results thereof are solely within the control of the Assistance Provider's personnel and their contracted providers. TME Travel Insurance's, is not liable for any loss or other peril by the Assistance Provider, their contracted providers, or other companies, and the Plan Holder agrees to hold TME Travel Insurance and its assigns harmless for said services the Plan Holders utilizes.

### **GENERAL EXCLUSIONS AND LIMITATIONS ON ASSISTANCE SERVICES**

Medical evacuation transportation is subject to limitations on the operation of aircraft imposed by mechanical issues, weather, regulations and restrictions imposed by the United States Federal Aviation Administration or comparable aviation administration authority of any other jurisdiction in which a medical facility or Plan Holder may be located, and other conditions beyond the control of TME Travel Insurance or the Assistance Provider and their Medical Evacuation Providers.

A Plan Holder weighing in excess of three hundred (300) pounds or having other physical characteristics may limit the ability to place a Plan Holder into an aircraft due to size limitations of a fixed wing air ambulance aircraft and may be prohibited from transport.

The Assistance Provider and its Medical Evacuation Provider will manage the logistics of all air medical transports, including the possibility of using an alternate medical evacuation transportation provider that is part of their extensive worldwide network of accredited air ambulance companies should the need arise. Medical evacuation transportation from airports in some countries is restricted or closed to private aircraft, including air ambulance aircraft, from dusk until dawn which may delay an aircraft from reaching a Plan Holder.

Your plan provides medical evacuation transportation through the use of ground ambulances and aircraft assigned by TME Travel Insurance's, Assistance Providers and their Medical Evacuation Providers. Both the sending and receiving medical facility must be reasonably accessible by ground ambulance to transport the Plan Holder to and from an airfield capable of accommodating medical aircraft transportation assigned by the Assistance Provider. Air medical transport from remote areas or islands, to a location with an airfield accessible to our primary provider's medical aircraft is not provided. Costs of evacuation from these remote areas to a location where we can provide service are the responsibility of the Plan Holder.

Due to limited medical and laboratory facilities on cruise ships, if a Plan Holder becomes ill or injured on a cruise ship, in all cases we will require a Plan Holder to be admitted to a hospital on-shore for a thorough medical assessment before eligibility for a Medical evacuation transportation to another medical facility can be determined .

Aircraft and personnel cannot be sent into countries where the U.S. State Department or other governmental regulatory agency has issued travel restrictions, or to areas where civil aviation has been suspended or restricted, due to a natural disaster, civil unrest, an outbreak of illness/disease or any other cause. Various countries throughout the world may pose travel and/or medical restrictions, at any time, that prevent a transport. Your plan is subject to exclusion in these areas, as well as for any medical evacuation transportation that would be in violation of any Federal Aviation Administration rules or regulations, or comparable aviation administration authority, or governmental orders restricting air travel for any jurisdiction where you may be traveling. A Plan Holder diagnosed with or suspected of having tuberculosis or other chronic pathogens or infectious disease as defined and classified by the Center for Disease Control and Prevention, the National Institutes of Health, or comparable administration authority, may be prohibited from transport due to travel and other governmental restrictions.

The patient, and an accompanying passenger(s) if the medical condition and space allows, are limited to one small carry-on bag each due to limited space available on the medical aircraft.

## **ADDITIONAL DISCLAIMER AND LIMITATIONS ON LIABILITY**

The Plan Holder acknowledges that medical evacuation transportation is arranged through our Assistance Provider and their extensive network of air ambulance companies, and although the ground ambulance and aircraft is equipped with personnel and equipment to sustain and preserve the life of a patient while in transit, a Plan Holder's condition may deteriorate during the transport to the point of death or irreparable harm. The Plan Holder understands and assumes this risk, and therefore agrees that TME Travel Insurance plan underwriter Nationwide®, our Assistance Provider and their Medical Evacuation Providers or other outside contractors, including their shareholders, officers, managers, employees, agents, affiliates, distributors, predecessors, successors, and assigns, shall not be responsible to any person, including but not limited to the Plan Holder or the Plan Holder's estate, survivors, agents, assigns, or representatives, for the Plan Holder's death or deterioration of the Plan Holder's condition.

TME Travel Insurance and its underwriters, managers, employees, agents, affiliates, successors, and assigns shall not be liable for any harm or damages relating to or resulting from services provided by our Assistance Provider, their Medical Evacuation Providers or other outside contractors, to Plan Holders and their traveling companions. Neither TME Travel Insurance nor its underwriters, managers, employees, agents, affiliates, distributors, successors, or assigns shall be liable to any person for the death, disability, or injury of the Plan Holder or any other person accompanying the Plan Holder unless the injury is determined by a court to be solely caused by the gross negligence or willful misconduct of said provider. We shall not be liable for delay or failure to perform under the plan if such delay or failure is caused by the unavailability of a ground ambulance or aircraft, government restrictions, mechanical failure, acts of god, fire, flood, strike, labor dispute, riot, insurrection, war, or any other cause beyond the control of TME Travel Insurance, our Assistance Provider and their extensive network of highly accredited worldwide Medical Evacuation Providers, or other outside contractors.

## **GENERAL PROVISIONS**

Except as otherwise set forth in this certificate of insurance, the assistance provided is provided on an "as is" and "as available" basis. TME Travel Insurance and its managers, employees, agents, affiliates, distributors, successors, and assigns expressly disclaim all warranties of any kind, whether express or implied. The Plan Holder, individually and on behalf of the Plan Holder's estate, and the Plan Holder's survivors, agents, assigns, and representatives, expressly understand and agree that TME Travel Insurance and its Assistance Provider, Medical Evacuation Provider, other contracted providers managers, employees, agents, affiliates, distributors, successors, and assigns shall not be liable to the Plan Holder, traveling companion or the Plan Holder's estate, survivors, agents, representatives, or assigns, or the general public, for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages relating to or arising out of the plan or the services to be provided hereunder. The total liability of TME Travel Insurance and its Assistance Provider, Medical Evacuation Provider, other contracted providers, managers, employees, agents, affiliates, distributors, successors, and assigns relating to or arising out of the plan or the services provided hereunder shall not exceed the amount equal to the plan and policy fees paid to date during the current term of your plan. Medical evacuation transportation made pursuant to the plan is subject to rules and limitations of certain international treaties governing international air travel, including but not limited to the Warsaw convention and/or the Montreal convention, which limit the liability of air carriers with respect to death or injury of passengers, for loss or destruction of baggage, or for delay.

The travel protection plan assistance services as defined constitute a summary of the agreement between TME Travel Insurance and the Plan Holder. All legal actions arising under or relating to the assistance services provided or arranged by TME Travel Insurance through the Assistance Provider and its Medical Evacuation Providers for you under your plan, shall be barred unless written notice thereof is received by us within six (6) months from the date of the services provided.

You further agree to waive the right to trial by jury in any action arising out of or relating to any assistance services provided or arranged by TME Travel Insurance and its Assistance Provider or their Medical Evacuation Providers for you under your plan. Your plan cannot be transferred or assigned by you, and any attempted transfer or assignment shall be null and void.

TME Travel Insurance, the Assistance Provider and its Medical Evacuation Providers, in its sole discretion, may monitor or electronically record communications between its employees or designated representatives and you in connection with your plan. By enrolling as a Plan Holder, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

## **GENERAL DEFINITIONS**

**"Assistance Provider"** means the company contracted with TME Travel Insurance to provide assistance and claims services to our Plan Holders.

**"Medical Assessment"** means an assessment of a patient's medical condition secured by our Assistance Company working in conjunction with the Medical Evacuation Provider's medical director and in collaboration with the attending

physician. The Assistance Company in collaboration with the Medical Evacuation Provider, will utilize the assessment to determine at its sole discretion whether a Plan Holder is fit to fly; the most appropriate means to provide medical evacuation; the medical personnel who will be accompanying the patient on the transport; and to confirm the medical facility can meet their medical needs. If the medical facility is unable to provide the level of medical care required by the patient, arrangements will be made to transport the patient to the next closest appropriate medical facility when possible.

**“Medical Evacuation Provider”** means our Assistance Provider’s global network of highly accredited air ambulance and medical evacuation assistance companies.

**“Medical Personnel”** means any licensed medical provider employed by or contracted with the Assistance Provider or Medical Evacuation Provider to serve in a medical and/or administrative capacity.

**“Plan Holder” or “Plan Holders”** means the individuals listed on the TME Travel Insurance enrollment application, whose enrollment application has been accepted and approved by us and who have fully paid the applicable plan fees. The Plan Holder is alternatively referred to as “you,” “your,” or the “patient.”

**“Physician”** means a doctor of Medicine (M.D.) or doctor of Osteopathy (D.O.), who is licensed in the jurisdiction where either the sending or receiving medical facility is located, and who is not the Plan Holder’s spouse/domestic partner or the child, brother, sister, parent, or grandparent of the Plan Holder or the Plan Holder’s spouse/domestic partner.

**“Suitable Airport”** means such location, construction, and facilities to safely accommodate the landing, ground services, maintenance requirements, and take-off of the fixed-wing aircraft assigned by TME Travel Insurance and/or their Assistance Provider.

**“TME Travel Insurance”** means TME Travel Insurance, Travel MedEvac, LLC, and its affiliates, successors, and assigns. TME Travel Insurance is alternatively referred to herein as “we,” “us,” or “our”.

**“TME Travel Insurance’s Plan Terms and Conditions”** includes this agreement, your approved TME Travel Insurance enrollment application, and the terms published on the most current TME Travel Insurance plan documents, plan cost and term sheets on the date of your enrollment.

## **ELECTRONIC SIGNATURE**

You represent and warrant that you have the legal right, power, and authority to agree to the terms of the plan terms and conditions on behalf of yourself, your dependent(s), and any other individual or entity on whose behalf you are acting. You further agree that your action of clicking the “I Agree” checkbox constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act (“E-Sign”) and the Uniform Electronic Transactions Act (“UETA”); that you have executed, entered into, accepted the terms of, and otherwise authenticated the plan terms and conditions; and that you acknowledge and agree that the plan terms and conditions are an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act (“UCITA”) and, as such, are completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by, you, your dependent(s), and any other individual or entity on whose behalf you are acting.

## **PLAN COSTS, PLAN FEES AND TERM OF PLAN**

The plan fees and plan costs are as published on the most current TME Travel Insurance plan documents and fees term sheet on the date of your enrollment. Your plan is not transferable should a Plan Holder on your plan become deceased. Plan fees and plan costs are non-refundable, except for refunds due to termination of your plan by TME Travel Insurance or if a request is made within the stated number of days on your plan and prior to leaving on your trip and prior to the Plan start date. If eligible, your plan payment (less any plan fees charged) will be fully refunded provided you have not incurred a covered expense or filed a claim. When payment is returned, all the Plan documents are void from the beginning.

## **CONTACT – GENERAL INFORMATION**

Email: [info@tmetravelinsurance.com](mailto:info@tmetravelinsurance.com)

Main Phone: 1-888-963-4933

Outside the USA or Canada Dial: 1-602-344-9225

TME Travel Insurance Mailing Address (Not Used For Claims Reimbursement Submission):

Travel MedEvac, LLC dba TME Travel Insurance

2550 E. Rose Garden Lane #72566

Phoenix, Arizona USA 85050

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## **FOR FILING A CLAIM**

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

Customer Service: Toll-free: 866-223-4772 / Direct-dial: 727-450-8796

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: [NWTravClaims@cbpinsure.com](mailto: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 <https://www.healthserviceshub.com/account/promo> 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.