

# TME Elite Summary of Benefits

## IMPORTANT

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

**Please ensure to review Your State Specific Endorsement at the end of this document.**

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

### SCHEDULE OF BENEFITS

COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
Trip Cancellation Maximum Benefit Airline Reissue or Cancellation Fees Reinstate Frequent Traveler Awards	100% of Trip Cost up to \$100,000 \$200 \$200
Optional Trip Cancellation for Any Reason Maximum Benefit	75% of Trip Cost
Trip Interruption Maximum Benefit Reasonable Expenses Per Day	150% of Trip Cost \$100
Trip Delay Maximum Benefit Maximum Benefit Per Day Kennel Fees at Home	\$2,000 \$300 \$125
Missed Connection Maximum Benefit	\$1,500
Lost Golf Rounds Maximum Benefit	\$500
Lost Skier Days Maximum Benefit	\$125
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
Non-Medical Emergency Transportation Maximum Benefit	\$100,000
Baggage/Personal Effects Maximum Benefit Per Article Limit Combined Article Limit	\$1,500 \$500 \$1,000
Baggage Delay Maximum Benefit	\$1,000
Sports Equipment Rental Maximum Benefit	\$1,000

NSITC 2200 TX AH; NSITC 2200 PC

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.

## Texas Notice

### Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

#### **Nationwide Mutual Insurance Company**

To get information or file a complaint with your insurance company:

**Call Toll free: 1-877-669-6877**

Mail: One Nationwide Plaza  
Columbus, OH 43215

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

#### **Nationwide Mutual Insurance Company**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a Teléfono gratuito: 1-877-669-6877**

Dirección postal: One Nationwide Plaza  
Columbus, OH 43215

#### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico:

[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091,  
Austin, TX 78714-9091

#### **ADJUNTE ESTE AVISO A SU PÓLIZA:**

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

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

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

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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

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



*Secretary*



*President*

Licensed Resident Agent  
(where required by law)

## TRAVEL PROTECTION POLICY

## TABLE OF CONTENTS

### GENERAL DEFINITIONS

### GENERAL PROVISIONS

### COVERAGES:

- Trip Cancellation
- Optional Trip Cancellation for Any Reason
- Trip Interruption
- Trip Delay
- Missed Connection
- Lost Golf Rounds
- Lost Skier Days
- Repatriation of Remains
- Non-Medical Emergency Transportation
- Baggage/Personal Effects
- Baggage Delay
- Sports Equipment Rental

### LIMITATIONS AND EXCLUSIONS

**NATIONWIDE MUTUAL INSURANCE COMPANY  
TRAVEL PROTECTION INSURANCE POLICY**

**GENERAL DEFINITIONS**

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

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

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

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

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

**Bankruptcy** means the total cessation of operations due to financial insolvency, with or without a filing.

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

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

**Business Day** means all days except Saturday, Sunday, or holidays recognized by Texas.

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

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

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

**Company** means Nationwide Mutual Insurance Company.

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

**Course** means land that is specifically and physically maintained for use as a Golf Course, measuring over four thousand (4,000) yards with a par rating of at least sixty-eight (68) for eighteen (18) holes of play (or that has multiple eighteen (18) hole Courses of at least four thousand (4,000) yards each within the resort and operated by the same management), and depicted for such on a course card with distance and/or slope and handicap ratings as provided by management.

**Cruise** means any pre-paid sea arrangements made by You.

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

**Default** means a material failure or inability to provide contracted services due to financial insolvency.

**Depreciation** means a reduction in value of ten percent (10%) per year from date of purchase for items accompanied by original receipts. For items not accompanied with a receipt, a reduction in value of twenty five percent (25%) the first year and ten percent (10%) per year thereafter. Depreciation will be calculated up to a maximum of eighty 80% from the estimated date of purchase as provided by You. There will be no reduction in value for an item less than one (1) year old and accompanied by an original receipt.

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

**Economy Fare** means the lowest published rate for a one-way economy ticket.

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

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

**Extreme Sports** means any high-risk non-team sport or recreation activity that is dangerous and if performed optimally, even by the highly skilled, risks loss of life or limb. Extreme Sports often involve speed, height, a high level of physical exertion and/or highly specialized gear. Extreme Sports include but are not limited to: skydiving, BASE jumping, hang gliding, Parachuting, bungee jumping, caving, rappelling, spelunking, white or black water rafting above Grade 3, Skiing or snowboarding outside marked trails or in an area accessed by helicopter, Mountaineering, Rock Climbing, any high-altitude activity, personal combat or fighting sports, rodeo, racing or practicing to race any motorized vehicle, bicycle or watercraft, free diving, and scuba diving at a depth greater than sixty (60) feet or without a dive master. Extreme Sports do not include Adventure Sports, Bodily Contact Sports, Interscholastic Sports or Organized Sports.

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

**Golf or Golfing** means the recreation of playing Golf on an officially registered Golf Course that is accessed by a pre-paid use ticket for rounds, play time, and/or use or admission. Golf or Golfing does not include miniature, executive or par-3 courses.

**Hazard** means:

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

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

**Hospital** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and

(f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

**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.

**Initial Deposit Date** means the date Your first Payment(s) or Deposit(s) for Your Trip is received by Your Travel Supplier.

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

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

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

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

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

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

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

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

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

**Necessary Treatment** means medical services and/or supplies recommended by the treating Physician that must be performed during the Trip due to the serious and acute nature of the Sickness or Accidental Injury.

**Organized Sports** means **Intramural Sports** or **Recreational Sports**.

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

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

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

- tablets

- Personal Digital Assistant (PDA)
- handheld devices and smartphones
- e-readers

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

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

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

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You: 1) exhibited symptoms that would have caused a typical person to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine. Item (3) of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before the Effective Date of Your Policy.

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

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

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

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

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

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

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

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

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

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

**Terrorist Incident** means an act of violence, other than civil commotion, insurrection or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to property, by any person acting on behalf of, or in NSIITC 2000 TX PC



connection with, any organization that is generally recognized as having the intent to overthrow or influence the control of any government. The act must be deemed an act of terrorism by U.S. Department of State or the law enforcement organization in charge at the location of the Terrorist Incident.

**Time Sensitive Period** means within fourteen (14) days of the Initial Deposit Date and within fourteen (14) days of payment for any subsequent Travel Arrangements added to Your Trip.

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

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

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

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

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means scheduled travel with a defined itinerary away from Your Home for which coverage is purchased under this Policy and premium is paid.

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

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

**You or Your** refers to the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than two (2) years and one (1) day from the date the cause of action first accrues.

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

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

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

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

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

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

**WHEN YOUR COVERAGE BEGINS** - Provided:

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

All coverage except Trip Cancellation and Optional Trip Cancellation for Any Reason will begin on the Scheduled Departure Date, or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. Coverage will not begin before the Effective Date shown on Your purchase confirmation.

Trip Cancellation and Optional Trip Cancellation for Any Reason coverage will begin on Your Effective Date. No coverage can be purchased after a person departs on a trip.

**WHEN YOUR COVERAGE ENDS:**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

Optional Trip Cancellation for Any Reason will end on the earlier of: (a) two (2) days prior to the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (e) when Your Trip exceeds ninety (90) days;
- (f) the Return Date as stated on Your purchase confirmation.

Coverage will not end solely because an Insured is an elected official in Texas.

**EXTENDED COVERAGE** - Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

- (a) When You commence air travel from Your origination point: (i) within two (2) days before the commencement of the Travel 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 Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- (b) If You return to Your origination point: (i) within two (2) days after the completion of the Travel 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 Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- (c) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days 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 Trip for which premium has not been paid in advance.

**The following provisions apply to all benefits except Baggage/Personal Effects, Baggage Delay and Sports Equipment Rental:**

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

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

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

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

**PROOF OF LOSS** - You have ninety-one (91) days from the date of Your Loss to submit Your claim to the Company, except as otherwise provided by law.

Within fifteen (15) Business Days after the Company receives notice of a claim, the Company will:

- acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, the Company will make a record of the date, means, and content of the acknowledgement.)
- commence any investigation of the claim; and
- request from You all items, statements, and forms that the Company reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

The Company will notify You in writing of the acceptance or rejection of a claim no later than fifteen (15) Business Days after the Company receive all Proof of Loss required by the Company. If the Company rejects the claim, the Company will tell You the reasons for the rejection. If the Company unable to accept or reject the claim within fifteen (15) Business Days after the Company receives all Proof of Loss required, the Company will notify You within the fifteen (15) Business-Day period and tell You why the Company needs additional time to investigate the claim. If the Company require additional time to investigate Your claim, the Company will notify You if the Company accepts or rejects the claim no later than forty-five (45) Business Days after the Company request additional time to investigate the claim.

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

**EXAMINATION UNDER OATH** – The Company, or its designated representative, at its own expense, have the right to have You questioned under oath as often as necessary while a claim is pending. In the event the individual being questioned is a minor, the minor has a right to have a parent or guardian present.

**The following provisions apply to Baggage/Personal Effects, Baggage Delay and Sports Equipment Rental coverages:**

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

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

**SETTLEMENT OF LOSS** – Claims will be paid no later than the fifth (5<sup>th</sup>) Business Day after the Company has notified the claimant that the claim is covered. If the Company's payment of such claim is conditioned on Your performance of an act requested by the Company, the Company will pay the claim no later than the (5<sup>th</sup>) Business Day after the date You perform such act. If payment of the claim is delayed, the Company will pay the claim plus eighteen percent (18%) interest per year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Insurance Commissioner, the claims-handling deadlines imposed under this section are extended for an additional fifteen (15) days.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, within thirty (30) days of the date of the disagreement either You or the Company can make a written demand for an appraisal. Within fifteen (15) days after the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion within fifteen (15) days of their selection on the amount of the Loss. If they

do not agree, they will select an arbitrator within fifteen (15) days from the date of their opinion. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

#### COVERAGES

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

#### TRIP CANCELLATION

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits subject to any applicable sub-limits, if You cancel Your Trip for any of the following reasons that are Unforeseen and takes place after Your Effective Date:

1. Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date.
2. Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You, that results in medically imposed restrictions as certified by a Physician that causes Your Trip to be cancelled.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. The death or Hospitalization of Your Host at Destination within thirty (30) days of the date of Your Trip.
5. After one (1) year of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company through no fault of Your own;
6. Your transfer of employment of two hundred fifty (250) miles or more. The transfer must require Your Home to be relocated.
7. Your or Your Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other Natural Disaster and You or Your Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team.
8. You or Your Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or Your Traveling Companion's employer must be presented. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner.
9. Your or Your Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy or Default proceedings. You or Your Traveling Companion must be an active employee of the company and must be directly involved in said event.
10. You, Your Traveling Companion or Family Member, who are military personnel, are called to emergency duty to provide aid or relief in the event of a Natural Disaster (this does not include war).
11. Weather that causes complete cessation of services for at least forty-eight (48) consecutive hours of the Common Carrier with whom You are scheduled to travel and prevents You from reaching Your destination. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this Policy.
12. Natural Disaster at the site of Your destination that renders Your destination accommodations Uninhabitable. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this Policy.
13. A Terrorist Incident that occurs in Your departure city or 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.
14. You or Your Traveling Companion are a victim of a felonious assault.
15. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury, or subpoenaed within ten (10) days of departure; having Your Home made Uninhabitable by Natural Disaster; or burglary of Your Home within ten (10) days of departure.

16. You or Your Traveling Companion being directly involved in a traffic accident (substantiated by a police report provided by You to the Company) while en route to departure.
17. Bankruptcy or Default of a Travel Supplier causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than ten (10) days following 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. This benefit only applies if Your Scheduled Departure Date is no more than fifteen (15) months beyond Your Effective Date.
18. Strike that causes complete cessation of services of the Common Carrier with whom You or Your Traveling Companion are scheduled to travel for at least forty-eight (48) consecutive hours.

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

- (a) pre-paid non-refundable cancellation charges imposed by the Travel Suppliers;
- (b) airfare cancellation charges for flights in connection with Your Trip commencing within one day of the Travel Arrangements;
- (c) If Your Travel Supplier cancels Your Trip, You are covered up to the Maximum Benefit shown on the Schedule of Benefits for the reissue fee charged by the airline for the tickets, or for the cost charged by the airline to retain Your frequent flyer miles if not used to purchase the airline ticket in conjunction with this Trip. You must have covered the entire cost of the Trip including the airfare;

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

**SPECIAL CONDITIONS:** You must advise the Company or its authorized representative within seventy-two (72) hours in the event of a claim. If the claim is not reported within seventy-two (72) hours, it should be reported as soon as possible. All other delays of reporting beyond seventy-two (72) hours will result in reduced benefit payments.

#### **SINGLE OCCUPANCY COVERAGE**

The Company will reimburse You for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for pre-paid 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. This benefit is subject to the same Maximum Benefit indicated above.

#### **OPTIONAL TRIP CANCELLATION FOR ANY REASON**

If You purchase this optional benefit, the following coverage is available to You. If You cancel Your Trip for any reason not otherwise covered by this Policy, the Company will reimburse You for the percentage of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Trip shown on the Schedule of Benefits provided:

- (a) Your premium is received within the Time Sensitive Period; and
- (b) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure within fourteen (14) days the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added prior to Your Trip; and
- (c) You cancel Your entire Trip two (2) days or more before Your Scheduled Departure Date.

#### **TRIP INTERRUPTION**

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

1. Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Return Date.
2. Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You that a.) occurs while You are on Your Trip; b.) requires Necessary Treatment at the time of interruption; and c.) as certified by a Physician, results in medically imposed restrictions as to prevent that person's continued participation on the Trip.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. The death or Hospitalization of Your Host at Destination during Your trip.
5. After one (1) year of continuous employment at the same company, You are terminated or laid-off during Your Trip, from full time employment by that company through no fault of Your own.

6. Your transfer of employment of two hundred fifty (250) miles or more that occurs during Your Trip. You must have been employed with the transferring employer on Your Effective Date. The transfer must require Your Home to be relocated.
7. Your or Your Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other Natural Disaster and You or Your Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team.
8. You or Your Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or Your Traveling Companion's employer must be presented. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner.
9. Your or Your Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy or Default proceedings. You or Your Traveling Companion must be an active employee of the company and must be directly involved in said event.
10. You, Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty to provide aid or relief in the event of a Natural Disaster (this does not include war).
11. Weather that causes complete cessation of services for at least forty-eight (48) consecutive hours of the Common Carrier on which You are scheduled to travel and prevents You from reaching Your destination. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this coverage.
12. Natural Disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.
13. A Terrorist Incident that occurs in Your departure city or in a city listed on Your Trip itinerary during Your Trip. 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.
14. You or Your Traveling Companion are a victim of a felonious assault.
15. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury or subpoenaed during the Trip; having Your Home made Uninhabitable by Natural Disaster; or burglary of Your principal place of residence during the Trip.
16. You or Your Traveling Companion being directly involved in a traffic Accident while en route to departure (substantiated by a police report provided by You to the Company).
17. Bankruptcy or Default of a Travel Supplier causing a complete cessation of travel services provided the Bankruptcy or Default occurs during Your Trip. 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 Your Scheduled Departure Date is no more than fifteen (15) months beyond Your Effective Date.
18. Strike that causes complete cessation of services of the Common Carrier with whom You or Your Traveling Companion are scheduled to travel for at least forty-eight (48) consecutive hours.

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

- (a) pre-paid unused, non-refundable land or sea expenses to the Travel Suppliers;
- (b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Travel Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets. In no event will the Company reimburse You for the cash value of Your airline ticket(s) purchased with frequent flier miles.

The Company will pay for Reasonable Expenses incurred by You if Your Traveling Companion must remain Hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You or Your Traveling Companion cannot fly home due to an Accident or a Sickness but do not require Hospitalization.

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

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

### **TRIP DELAY**

The Company will reimburse You for Covered Trip Delay Expenses, up to the Maximum Benefit shown on the Schedule of Benefits, if You are delayed, while coverage is in effect, en route to or from the Trip for six (6) or more hours due to a defined Hazard.

Covered Trip Delay Expenses:

- (a) Any pre-paid, unused, non-refundable land and water accommodations;
- (b) Any Reasonable Expenses incurred;
- (c) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip;
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination.

If You or the Traveling Companion are delayed by a Common Carrier while en route to Your return destination after the Trip is completed and have placed Your cat or dog in a kennel for the duration of the Trip and You or the Traveling Companion are unable to collect them on the day previously agreed with the kennel, benefits will be paid up to the Maximum Benefit shown on the Schedule of Benefits to cover the necessary additional kennel fees.

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

- (a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the Loss, including but not limited to, scheduled departure and return times and actual departure and return times;
- (b) Written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

### **MISSED CONNECTION**

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, if You miss Your Cruise or tour departure, scheduled during Your Trip, that results from the cancellation or a delay for between three (3) and six (6) hours of all regularly scheduled airline flights due to the following event:

- (a) Documented weather condition preventing You from getting to the point of departure for Your Trip.

Benefits are provided for:

- (a) additional transportation expenses needed for You to join Your departed Cruise or tour;
- (b) Reasonable Expenses up to the Maximum Benefit per day shown on the Schedule of Benefits;
- (c) pre-paid nonrefundable Payments or Deposits 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 departures but cancel their Cruise or tour due to Inclement Weather.

### **LOST GOLF ROUNDS**

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits for the value of Your pre-paid Golf tickets or greens fees for each day You are unable to complete at least nine holes of an eighteen hole round due to Golf Course closure, subject to the following:

- (a) You must have made a confirmed reservation and pre-paid deposit at least forty-eight (48) hours in advance of Your tee time;
- (b) The course management must have temporarily closed the course due to inclement weather, resulting in Your delay or suspension of play of at least three (3) hours;
- (c) The course management must not reimburse You the value of the Golf tickets or greens fees, or issue You a credit;
- (d) You or Your playing group must not have caused any delay by missing or starting Your round past Your reserved start time; and
- (e) Your reservation is during Your Trip and on a date when the average temperature within twenty (20) miles of the course is historically above sixty (60) degrees Fahrenheit at noon local time.

If Your lost Golf round is part of a purchased package of multiple Golf rounds, Your benefit will be the pro-rata value of the round.

To qualify for benefits, You must provide a copy of the pre-paid Golf reservation and receipt, and a report from the resort or Golf Course management stating the date, time and duration, and reason for the closure.

### **LOST SKIER DAYS**

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits for the value of Your or Your Traveling Companion's pre-paid Ski tickets for each day You or Your Traveling Companion are unable to Ski during the Trip, subject to the following:

1. The Skiing must be scheduled to occur between December 1 and March 31;
2. Coverage begins on the later of the date and time You or Your Traveling Companion: (a) arrive at the resort or (b) acquire a valid Ski lift ticket;
3. A minimum of ten (10) Trails must be open on the date and time You or Your Traveling Companion arrive at the resort;
4. You or Your Traveling Companion are unable to Ski on a given day due to fifty percent (50%) or more of the Trails at the resort closing for at least eight (8) consecutive hours from lack of snow cover or stormy weather;
5. If Your or Your Traveling Companion's Ski ticket applies to multiple Ski resorts within a fifty (50) mile radius and one of the other resorts is not experiencing fifty percent (50%) or more of the Trails closing for at least eight (8) consecutive hours from lack of snow cover or stormy weather on a given day, then no benefits are payable that day for inability to Ski.

If Your or Your Traveling Companion's lost skier day is part of a lift ticket good for between two (2) and five (5) consecutive days, Your benefit will be the pro-rata value of the Ski day.

Benefits are not payable hereunder for season passes, lift ticket purchases of six (6) or more days or night Skiing.

To qualify for benefits, You must provide a copy of the pre-paid Ski lift ticket receipts, and a report from the resort stating the date, time and duration, percentage of Trails closed, and reason for Trail closures.

### **REPATRIATION OF REMAINS**

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

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

### **NON-MEDICAL EMERGENCY TRANSPORTATION**

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

#### **Covered Reasons:**

- (a) a Natural Disaster;
- (b) A Political Situation.

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

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

### **BAGGAGE/PERSONAL EFFECTS**

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

### **PERSONAL EFFECTS AND PROPERTY**

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You sustain Loss, theft or damage to baggage and Personal Effects during the Trip, including, but not limited



to sporting equipment, provided You have taken all measures possible to protect, save and/or recover the property at all times. The baggage and Personal Effects must be owned by and accompany You during the Trip.

The Company will pay the lesser of the following:

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

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

There will be a combined Maximum Benefit as shown on the Schedule of Benefits for the following:

jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; cameras and their accessories and related equipment.

#### EXTENSION OF COVERAGE

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

#### **BAGGAGE DELAY (En Route to Destination Only)**

The Company will reimburse You for the expense to replace Your necessary Personal Effects in Your Checked Baggage up to the Maximum Benefit shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Trip.

You must be a ticketed passenger on a Common Carrier.

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

#### **SPORTS EQUIPMENT RENTAL**

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, for the reasonable cost of renting sports equipment during the Trip if, while on the Trip, Your or Your Traveling Companion's checked sports equipment is lost, stolen, damaged or delayed by a Common Carrier for twelve (12) hours or more.

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

#### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to: Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection and Lost Golf Rounds:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;  
The Pre-Existing Condition exclusion will be waived provided:
  - (a) Your premium is received within the Time Sensitive Period; and
  - (b) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added prior to Your Trip; and
  - (c) You are medically able to travel on Your Effective Date.
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless the loss results in the death of a non-traveling Family Member;
3. intentionally self-inflicted injuries;
4. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
5. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental or emotional disorders, unless Hospitalized;
8. participation as an athlete in professional sports;
9. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;

10. intentional commission of or the attempt to commit any dishonest or fraudulent act, or criminal activity where the Loss or damage was intended by You;
11. Participation in Bodily Contact Sports, Extreme Sports, Interscholastic Sports or Intramural Sports;
12. dental treatment except as a result of an injury to Sound Natural Teeth except as explicitly offered under Emergency Accident and Sickness Medical Expense;
13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
14. pregnancy and childbirth (except for Complications of Pregnancy) except if Hospitalized;
15. curtailment or delayed return for other than covered reasons;
16. traveling for the purpose of securing medical treatment;
17. services not shown as covered;
18. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
19. confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
20. services and/or supplies that do not meet the definition of Necessary Treatment;
21. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
22. Accidental Injury or Sickness when traveling against the advice of a Physician;
23. cosmetic surgery or reconstructive surgery;
24. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
25. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.

**The following exclusions apply to Lost Skier Days:**

1. Season Passes;
2. Multiple Ski mountains if one of the mountains does not meet the specifications stated in the Lost Skier Days benefit.

**The following exclusions apply to Repatriation of Remains:**

Loss caused by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
2. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
4. participation as an athlete in professional sports, amateur sports, Interscholastic Sports or Intramural Sports;
5. participating in Bodily Contact Sports or Extreme Sports;
6. traveling for the purpose of securing medical treatment;
7. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
8. services and/or supplies that do not meet the definition of Necessary Treatment;
9. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
10. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming).

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

The Company does not cover:

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

**The following exclusions apply to Baggage/Personal Effects, Baggage Delay and Sports Equipment Rental:**

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft and drones;
8. bicycles (except when checked as baggage with a Common Carrier);
9. household effects and furnishing;
10. antiques and collectors' items;
11. eye glasses, sunglasses or contact lenses;
12. artificial teeth and dental bridges;
13. hearing aids;
14. artificial limbs and other prosthetic devices;
15. prescribed medications;
16. keys, cash, stamps, securities and documents;
17. Tickets;
18. credit cards;
19. professional or occupational equipment or property, whether or not electronic business equipment;
20. Personal Computers; cell phones; Personal Computer hardware or software;
21. sporting equipment if loss or damage results from the use thereof;
22. musical instruments;
23. retainers and orthodontic devices.

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

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



Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

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

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

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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

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

Secretary

President

Licensed Resident Agent  
(where required by law)

## TRAVEL PROTECTION POLICY

Coverage is effective as stated in the **WHEN YOUR COVERAGE BEGINS** provision on page 24. Coverage terminates as stated in the **WHEN YOUR COVERAGE BEGINS** provision on page 24.

## **TABLE OF CONTENTS**

### **GENERAL DEFINITIONS**

### **GENERAL PROVISIONS**

### **COVERAGES:**

- Accidental Death & Dismemberment
- Accidental Death & Dismemberment – Common Carrier (Air Only)
- Emergency Accident and Sickness Medical Expense
- Emergency Evacuation

### **LIMITATIONS AND EXCLUSIONS**

**NATIONWIDE MUTUAL INSURANCE COMPANY  
TRAVEL PROTECTION INSURANCE POLICY**

**GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

**Company** means Nationwide Mutual Insurance Company.

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

**Cruise** means any pre-paid sea arrangements made by You.

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

**Dentist** means a licensed dental care provider practicing within the scope of his or her license and rendering dental care and treatment to an Insured which is appropriate for the condition.

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

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

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

**Extreme Sports** means any high-risk non-team sport or recreation activity that is dangerous and if performed optimally, even by the highly skilled, risks loss of life or limb. Extreme Sports often involve speed, height, a high level of physical exertion and/or highly specialized gear. Extreme Sports include but are not limited to: skydiving, BASE jumping, hang gliding, Parachuting, bungee jumping, caving, rappelling, spelunking, white or black water rafting above Grade 3, Skiing or snowboarding outside marked trails or in an area accessed by helicopter, Mountaineering, Rock Climbing, any high-altitude activity, personal combat or fighting sports, rodeo, racing or practicing to race any motorized vehicle, bicycle or watercraft, free diving, and scuba diving at a depth greater than sixty (60) feet or without a dive master. Extreme Sports do not include Adventure Sports, Bodily Contact Sports, Interscholastic Sports or Organized Sports.

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild who are dependents for Federal income tax purposes at the time the application for coverage of the grandchild is made, children for whom You or Your Traveling Companion must provide medical support pursuant to a court order, natural child, adopted child from the date Your or Your Traveling Companion becomes party to a suit in which he seeks to adopt the child, foster child from the moment of placement in the Insured's home step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Business Partner, or Domestic Partner who reside in the United States, Canada or Mexico.

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

**Hospital** means a facility that:

- (a) is licensed as a hospital and operated pursuant to law; and
- (b) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed physicians), medical, diagnostic, and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
- (c) provides 24-hour nursing service by or under the supervision of a registered graduate professional nurse (RN); and
- (d) is an institution which maintains and operates a minimum of five beds; and
- (e) has x-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; and
- (f) maintains permanent medical history records.

**Hospital** does not include:

- (a) the federal government or any agency thereof for the treatment of members or ex-members of the armed forces; or
- (b) convalescent homes, convalescent facilities, rest facilities, or nursing facilities; or
- (c) home or facilities primarily for the aged, drug addicts, alcoholics, those primarily affording custodial care, educational care or those primarily affording care for mental and nervous disorders.

**Initial Deposit Date** means the date Your first Payment(s) or Deposit(s) for Your Trip is received by Your Travel Supplier.

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

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

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

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

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

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

**Necessary Treatment** means medical services and/or supplies recommended by the treating Physician that must be performed during the Trip due to the serious and acute nature of the Sickness or Accidental Injury.

**Organized Sports** means **Intramural Sports** or **Recreational Sports**.

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

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

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before the Effective Date of Your Policy.

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

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

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

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

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

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

**Time Sensitive Period** means within fourteen (14) days of the Initial Deposit Date and within fourteen (14) days of payment for any subsequent Travel Arrangements added to Your Trip.

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

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

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



**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means scheduled travel with a defined itinerary away from Your Home for which coverage is purchased under this Policy and premium is paid.

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

**You or Your** refers to the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

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

**CONFORMITY WITH STATE STATUTES** - Any part of this Policy that conflicts with the statutes of the state in which the Insured resides on the Effective Date is by this clause effectively amended to conform to the minimum requirements of that state's statutes.

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

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance in writing within the two-year period after the Effective Date of coverage concerning this Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

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

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

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

**WHEN YOUR COVERAGE BEGINS** - Provided:

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

All coverage will begin on the Scheduled Departure Date, or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. Coverage will not begin before the Effective Date shown on Your purchase confirmation.

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

**WHEN YOUR COVERAGE ENDS:**

All Coverages will end the earliest of the following:

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

- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (e) when Your Trip exceeds ninety (90) days;
- (f) the Return Date as stated on Your purchase confirmation.

**EXTENDED COVERAGE** - Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

- (a) When You commence air travel from Your origination point: (i) within two (2) days before the commencement of the Travel 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 Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- (b) If You return to Your origination point: (i) within two (2) days after the completion of the Travel 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 Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- (c) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days 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 Trip for which premium has not been paid in advance.

**The following provisions apply to all benefits:**

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

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

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

All other claims will be paid to You. If a benefit is payable to a minor or other person who is unable to give a valid release for the claim, the Company may pay up to \$1,000 to any relative by blood or connection by marriage of the insured or beneficiary who is considered by the Company to be equitably entitled to the indemnity.

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

**PROOF OF LOSS** - You have ninety-one (91) days from the date of Your loss to submit Your claim to the Company, except as otherwise provided by law.

Within fifteen (15) business days after the Company receive of notice of a claim the Company will:

- acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, the Company will make a record of the date, means, and content of the acknowledgement.)
- commence any investigation of the claim; and
- request from You all items, statements, and forms that the Company reasonably believes, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

The Company will notify You in writing of the acceptance or rejection of a claim no later than fifteen (15) business days after the Company receive all required Proofs of Loss. If the Company reject the claim, the Company will tell You the reasons for the rejection. If the Company is unable to accept or reject the claim within fifteen (15) business days after the Company receives all Proof of Loss required, the Company will notify You within the fifteen (15) business-day period and tell You why the Company needs additional time to investigate the claim. If the Company require additional time to investigate Your claim, the Company will notify You if the Company accepts or rejects the claim no later than forty-five (45) business days after the Company request additional time to investigate the claim.

Except as otherwise provided, if the Company delays payment of a claim for more than sixty (60) business days following receipt of all required Proof of Loss, the Company will pay the amount of the claim plus eighteen percent (18%) interest per year along with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

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

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

**TIME OF PAYMENT OF CLAIMS** - Indemnities payable under this Policy for any loss, other than a loss for which this Policy provides any periodic payment, will be paid immediately on receipt of due written proof of the loss.

**ENTIRE CONTRACT** - This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. A change in this Policy is not valid until the change is approved by an executive officer of the insurer and unless the approval is endorsed on or attached to the Policy. An agent does not have authority to change this Policy or to waive any of its provisions.

**CLAIM FORMS:** When the Company receive a notice of claim, the Company will provide claim forms to the claimant to file a Proof of Loss. If the forms are not provided by the sixteenth (16<sup>th</sup>) day after the date of the notice of claim, the claimant can satisfy the proof of loss requirement by sending the Company or the Company’s authorized designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing proof of loss under this Policy.

**COVERAGES**

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

**ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within one hundred eighty (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount 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 mean actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

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

#### DISAPPEARANCE

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

### ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER (AIR ONLY)

The Company will pay benefits for Accidental Injuries resulting in a Loss as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within one hundred eighty (180) days after the date of the Accident causing the Loss. The Principal Sum is shown on the Schedule of Benefits.

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

TABLE OF LOSSES	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
2. eye means an entire and irrecoverable Loss of sight;
3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
4. thumb and index finger mean actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident of 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 ACCIDENT AND SICKNESS MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You incur Covered Medical Expenses for Necessary Treatment of an Accidental Injury or a Sickness that occurs during the Trip.

Covered Medical Expenses are limited to the list below:

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

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

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

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

### **EMERGENCY EVACUATION**

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

Emergency Evacuation means:

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

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

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

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

Hospital Companion:

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

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

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

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

#### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to: Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Emergency Accident and Sickness Medical Expense:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;  
The Pre-Existing Condition exclusion will be waived provided:
  - (a) Your premium is received within the Time Sensitive Period; and
  - (b) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added prior to Your Trip; and
  - (c) You are medically able to travel on Your Effective Date.
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless the loss results in the death of a non-traveling Family Member;
3. intentionally self-inflicted injuries;
4. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
5. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental, emotional or functional disorder without demonstrable organic disease;
8. participation as an athlete in professional sports;
9. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;
10. intentional commission of or the attempt to commit any dishonest or fraudulent act, or criminal activity (as defined in the jurisdiction where the loss occurred);
11. Participation in Bodily Contact Sports, Extreme Sports, Interscholastic Sports or Intramural Sports;
12. dental treatment except as a result of an injury to Sound Natural Teeth except as explicitly offered under Emergency Accident and Sickness Medical Expense;
13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
14. pregnancy and childbirth (except for Complications of Pregnancy) except if Hospitalized;
15. curtailment or delayed return for other than covered reasons;
16. traveling for the purpose of securing medical treatment;
17. services not shown as covered;
18. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination. This exclusion does not apply when the Insured is an innocent bystander;
19. confinement or treatment in a government Hospital; however, the United States government may recover or collect benefits under certain conditions;
20. services and/or supplies that do not meet the definition of Necessary Treatment;
21. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
22. Accidental Injury or Sickness when traveling against the advice of a Physician;
23. cosmetic surgery or reconstructive surgery;
24. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
25. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.

**The following exclusions apply to Emergency Evacuation:**

Loss caused by or resulting from:

11. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
12. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
13. piloting or learning to pilot or acting as a member of the crew of any aircraft;
14. participation as an athlete in professional sports, amateur sports, Interscholastic Sports or Intramural Sports;
15. participating in Bodily Contact Sports or Extreme Sports;
16. traveling for the purpose of securing medical treatment;
17. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
18. services and/or supplies that do not meet the definition of Necessary Treatment;
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;
20. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming).

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.



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

---

## **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.