

# TME TRAVEL INSURANCE MEDICAL UPGRADE PLAN

## Summary of Benefits

### IMPORTANT

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

**Please ensure to review Your State Specific Endorsements at the end of both sections 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
Emergency Accident and Sickness Medical Expense Maximum Benefit	\$100,000
Dental Expenses	\$750
Emergency Evacuation Maximum Benefit	\$500,000
Hospital Companion	\$5,000
Hospital Companion – Reasonable Expenses per Day	\$100
Return Unattended Vehicle	\$5,000
Repatriation of Remains Maximum Benefit	\$50,000

NSITC 2200 AH; NSITC 2200 PC

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



Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

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.

In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid in direct proportion of the actual amount paid to the required premium due.

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

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**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.

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

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

**Company** means Nationwide Mutual Insurance Company.

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

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

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

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

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, civil union partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

**Home** means Your primary place of residence.

**Home Country** means the United States of America.

**Hospital** means a facility that:

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

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

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

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

**Necessary Treatment** means medical services and/or supplies recommended by the treating Physician that must be performed during the Trip due to the serious and acute nature of the Sickness or Accidental Injury. The Company will not

pay Covered Medical Expenses incurred after Your return Home from the Trip or after the Scheduled Return Date except as provided under the Extension of Benefits coverage.

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

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

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

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

**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.

**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.

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

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

**Travel Supplier** means any person or organization involved in providing travel services or Travel 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 up to one hundred eighty (180) days in length for which coverage is purchased under this Policy and premium is paid.

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

## GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of application. The Company may deny all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You or and Traveling Companion seeking coverage under this Policy knowingly

concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of application, at any time during the policy period, or in connection with the filing or settlement of any claim.

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

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

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

**WHEN YOUR COVERAGE BEGINS** - Provided:

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

All coverage will begin on the later of the Effective Date or upon Your departure from the United States of America.

**WHEN YOUR COVERAGE ENDS**

All Coverages will end the earliest of the following:

- (a) 11:59 P.M. local time on the date the Policy is terminated;
- (b) the Scheduled Return Date as stated on the travel tickets;
- (c) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (d) when You are less than one hundred fifty (150) miles from Your Home.

**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) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COVERAGES

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

#### 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. If elected, Transportation to Your Hospital of choice will begin when You are determined to be stable enough for Transportation. Once You arrive at the Hospital of choice, this coverage ends.
- (b) after being treated at a local Hospital, Your medical condition warrants Transportation to Your Home or a Hospital of Your choice where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

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

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

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

Transportation of Minor Children: If You are in the Hospital for more than seven (7) days, 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 their home, 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. Reasonable Expenses: The Company will also pay for Reasonable Expenses incurred by the person up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits.

If You suffer an Accidental Injury or Sickness while on the Trip that results in Hospitalization and the attending Physician advises You against driving Your vehicle home, the Company will pay the charges imposed up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, to return the unattended vehicle to Your Home. This coverage is only afforded to non-commercial vehicles.

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

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

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

**REPATRIATION OF REMAINS**

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

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

**LIMITATIONS AND EXCLUSIONS**

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

Loss caused by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
2. participation in any military maneuver or training exercise;
3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
4. traveling for the purpose of securing medical treatment;
5. 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;
6. services and/or supplies that do not meet the definition of Necessary Treatment.





Nationwide®

## NATIONWIDE MUTUAL INSURANCE COMPANY

### MONTANA AMENDATORY ENDORSEMENT

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

The definition of and all references to **Complications of Pregnancy** are deleted throughout the Policy.

Throughout the Policy, wherever the phrase "in its sole discretion" appears, it is deleted.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Pre-Existing Condition** is amended to include "illness, disease, or other condition (excluding pregnancy)"

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

**CONFORMITY WITH MONTANA STATUTES** – The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

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

**PAYMENT OF CLAIMS** - Indemnity for loss of life will be payable according to the beneficiary designation and the provisions respecting such payment which may be prescribed in this Policy and effective at the time of payment. If no such designation or provision is then effective, such indemnity will be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at the Company's option, be paid either to Your beneficiary or Your estate. All other indemnities will be payable to You.

If any indemnity of this Policy is payable to Your estate or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to Your written direction in the application or otherwise, all or a portion of any indemnities provided by this Policy on account of Hospital, nursing, medical, or surgical services may, at the Company's option and unless You request otherwise in writing not later than the time of filing proof of such loss, be paid directly to the Hospital or person rendering such services; but it is not required that the service be rendered by a particular Hospital or person.

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

**TIME OF PAYMENT OF CLAIMS** – The Company, or the Company's authorized designee, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss unless the Company makes a reasonable request for additional information or documents in order to evaluate the claim. If the Company makes a reasonable request for additional information or documents, the Company will pay or deny the claim within sixty (60) days of receiving the Proof of Loss unless the Company has notified You, Your assignee, or the claimant of the reasons for failure to pay the claim in full or unless the Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Commissioner.

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of Loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written Proof of Loss.

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

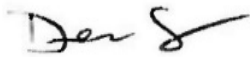
**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within six (6) months after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company. However, if the Company reasonably requests additional information or documents from You in order to process the claim, the Company will pay or deny the claim within sixty (60) days following the date the Company receives the additional information or documents, unless:

- (a) The Company has notified You of the reasons for failure to pay the claim in full; or
- (b) The Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Insurance Commissioner.

There are no other changes to the Policy.



Secretary



President



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**

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# NATIONWIDE MUTUAL INSURANCE COMPANY

## TRAVEL PROTECTION INSURANCE POLICY

### GENERAL DEFINITIONS

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

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

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

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

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

**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 round-trip economy ticket.

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

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

**Extreme Sports** means any high-risk non-team sport or recreation activity that is dangerous and if performed optimally, even by the highly skilled, risks loss of life or limb. Extreme Sports often involve speed, height, a high level of physical exertion and/or highly specialized gear.

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, civil union partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, cousin, Business Partner, or Domestic Partner.

**Home** means Your primary place of residence.

**Home Country** means the United States of America.

**Hospital** means a facility that:

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

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

**Loss** means the amount eligible for reimbursement under this Policy, 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. Mountaineering is not an Adventure Sport, Extreme Sport, Organized Sport or Interscholastic Sport.

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

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

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

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

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

**Pre-Existing Condition** means an illness, disease, or other condition during the 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.

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

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

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

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

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

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

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. 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 up to one hundred eighty (180) days in length for which coverage is purchased under this Policy and premium is paid.

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

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

## GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of application. The Company may deny all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You and/or Your Traveling Companion seeking coverage under this Policy

knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of application, at any time during the policy period, or in connection with the filing or settlement of any claim.

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

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

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

**WHEN YOUR COVERAGE BEGINS** - Provided:

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

All coverage will begin at 12:01 A.M. local time 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. If coverage is purchased on the Scheduled Departure Date, all coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date.

**WHEN YOUR COVERAGE ENDS**

Coverage(s) will end the earliest of the following:

- (a) 11:59 P.M. local time on the date the Policy is terminated;
- (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) when You are less than one hundred fifty (150) miles from Your Home;
- (e) when Your Trip exceeds one hundred eighty (180) days.

**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) 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.
- (b) If You are unavoidably delayed up to five (5) days in traveling on the Scheduled Return Date due to a reason covered under this Policy, coverage will be extended for the period of time needed to arrive at the point of origin or to a different final destination.
- (c) If: (a) Your entire Trip is covered by the Policy; and (b) Your return is delayed by an event specified under Trip Cancellation, Trip Interruption or Trip Delay. This extension of coverage will end on the earlier of: (a) the date You reach Your return destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Policy shall be in excess of all Other Insurance except where prohibited by law. If at the time of the occurrence of any Loss there is Other Insurance in place, the Company shall be liable only for the excess of the amount of Loss paid or payable by Other Insurance.

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

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

- (a) Your spouse;
- (b) Your child or children jointly;



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

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

All or a portion of all other benefits provided by this Policy may, at the option of the Company, be paid directly to the provider of the service(s).

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

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

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

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

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

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

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

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

#### **SCOPE OF COVERAGE**

Coverages are payable under this Policy for covered losses and expenses incurred by You up to the maximum stated in the Schedule of Benefits, subject to the terms and conditions of this Policy and the following:

1. Coverage is not available to You:
  - a. if You are traveling against the advice of Your primary Physician;
  - b. if the purpose of Your Trip is to seek medical treatment;
  - c. if You are medically unable to travel at the time You book Your Travel Arrangements.

#### **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.

#### **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; and
- (f) emergency and palliative dental treatment (limited to expenses incurred while on Your Trip).

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

#### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to: Emergency Accident and Sickness Medical Expense:**

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section;
- 2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless it results in the death of a non-traveling Family Member;
- 3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 4. participation in any military maneuver or training exercise;
- 5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6. mental or emotional disorders, unless Hospitalized;
- 7. participation as an athlete in professional sports;
- 8. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless the loss results in the death of a non-traveling Family Member;
- 9. 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);
- 10. Participation in Extreme Sports or Mountaineering;
- 11. dental treatment except as explicitly offered under Emergency Accident and Sickness Medical Expense;
- 12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- 13. pregnancy and childbirth (except for Complications of Pregnancy) except if Hospitalized;
- 14. traveling for the purpose of securing medical treatment;
- 15. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 16. care or treatment that is payable under any Other Insurance policy;
- 17. Accidental Injury or Sickness when traveling against the advice of a Physician.

Travel Assistance Services are provided by an independent 3<sup>rd</sup> party and not by the Company. There may be times when circumstances beyond TME Travel Insurance's Assistance Provider's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation and other travel assistance needs.

### **Travel Assistance Services**

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

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

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

### **Non-Insurance Personal Travel Assistance Services**

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

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

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

## Customer Service

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

### Customer Service Contact

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

Phone: 1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

### 24/7 Travel Assistance Services

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

1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

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

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

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

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

**ASSISTANCE SERVICES WHEN HOSPITALIZED**

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

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

**MEDICAL EVACUATION ARRANGEMENTS**

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

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

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

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

The sending physician, receiving physician, and the Assistance Provider's Medical Personnel must agree that the Plan Holder requires continued inpatient hospitalization, meets the criteria for an air medical transport, and the Plan Holder is medically stable enough for an approved transport to a qualifying medical facility. The medical evacuation transportation will not be provided until such time as the Assistance Provider has obtained a completed medical assessment, the transport meets other applicable terms and there is confirmed admission to the receiving hospital. Admission to the receiving hospital typically requires both medical and financial acceptance by the hospital. Repatriation from outside one's home country requires proper documentation, to be provided in advance of transport, such as a passport, visa, etc. to clear customs and is the responsibility of the Plan Holder. A Plan Holder and/or companion may be denied medical evacuation transportation if they are unable to provide such documentation or are denied admission to the hospital.

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

## **OTHER ASSISTANCE SERVICES AND ARRANGEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

not limited to the Plan Holder or the Plan Holder's estate, survivors, agents, assigns, or representatives, for the Plan Holder's death or deterioration of the Plan Holder's condition.

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

## **GENERAL PROVISIONS**

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

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

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

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

## **GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

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

#### **ELECTRONIC SIGNATURE**

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

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

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

#### **CONTACT – GENERAL INFORMATION**

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

Main Phone: 1-888-963-4933

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

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

Travel MedEvac, LLC dba TME Travel Insurance

2550 E. Rose Garden Lane #72566

Phoenix, Arizona USA 85050



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## **FOR FILING A CLAIM**

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

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

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

On Behalf of Nationwide Mutual Insurance Company and Affiliated Companies

P.O. Box 26222

Tampa, FL 33623

Or E-mail your information to: [NWTravClaims@cbpinsure.com](mailto:NWTravClaims@cbpinsure.com), or Fax to: 800-560-6340

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following as applicable: 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.

## **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.