



Comments of the Center for Economic Justice
To the NAIC Market Analysis Procedures Working Group
Recommendation to Add Travel Insurance MCAS

October 20, 2017

CEJ writes to propose the addition of MCAS reporting for travel insurance. Pursuant to the Procedure for Selecting New MCAS Lines of Business Adopted by the Market Analysis Procedures (D) Working Group on May 3, 2017, we provide the following in support of our recommendation.

2. Concise Statement

a. A statement explaining how this line of business will further the objectives of and improve efficiency of market regulation in general;

According to the U.S. Travel Insurance Association (USTIA), “In 2016, Americans spent \$2.8 billion on all types of travel insurance . . . an increase of 19.1% from 2016. Coverage and protection includes annual products and per trip travel protection, with benefits ranging from trip cancellation and irruption, lost luggage, emergency medical, medical evacuation and various other benefits and programs from UStiA members companies. . . .In 2016, approximately 42.6 million people were protected by more than 32.3 million plans provided by UStiA members. Consumers purchase these plans through distribution channels, such as travel suppliers, travel agents, travel insurance providers, internet aggregators, and brokers. The number of people covered has increased by 23.7% from 2014, while the number of plans sold increased by 28.5%.¹

Market monitoring and market regulation of travel insurance is currently limited to market conduct examinations, including a multi-state examination currently in process. There is no information available to market regulators, other than very limited complaint data submitted to insurance departments on sales and claims in travel insurance markets. There is no annual statement data that isolate travel insurance. There is also no current market outcome-related data collection for travel insurance.

¹ http://www.ustia.org/uploads/2/4/8/8/24887869/ustia_2014-16_market_survey_release.pdf

Establishing a MCAS for travel insurance will provide market regulators with information to monitor travel insurance markets, generally, and to monitor outcomes from the multi-state examination as well as emerging laws to expand existing regulatory structures from producer licensing of travel retailers and other sellers of travel insurance to a more comprehensive regulatory framework for travel insurance.

As with all lines of business, a MCAS for travel insurance will provide market regulators with the raw material for market analysis which, in turn, provides for more focused regulatory efforts for any line of insurance.

b. Why collecting data in this formation is the most expeditious manner to do so (for example, rather than a one-time data call for a specific situation);

Travel insurance is a rapidly growing line of insurance affecting tens of millions of consumers. A line of insurance affecting this many consumers require the routine market monitoring that MCAS allows. MCAS reporting is ultimately far more efficient and effective than special data calls which, by the unique nature, are typically riddled with data reporting problems and interpretations. Routine data reporting will always yield more reliable data for analysis and regulatory purposes than one-time reporting. More important, the issues with travel insurance are on-going – fair sales and claims settlement practices.

The reliance on complaints submitted to state insurance departments are particularly inadequate for travel insurance. In addition to the usual limitations of complaints for market monitoring, most travel insurance is sold by travel-related businesses as part of a travel protection package with non-insurance services. If a consumer wanted to file a complaint, s/he would most likely go first to the travel retailer or the travel assistance provider. In fact, the number of travel insurance complaints received by the NAIC is lower than the number of complaints with Better Business Bureau and far lower than then number of poor reviews at travel assistance web sites.

c. How the addition of this line of business will benefit the consumer.

Consumers will benefit by the provision of data to regulators for monitoring a market which has never had such monitoring in the past. Routine market monitoring of travel insurance will enable regulators to identify and address problems in travel insurance markets more pro-actively than through other available market monitoring approaches.

Consumer also benefit because MCAS for travel insurance allows market regulators to efficiently monitor travel insurance markets through routine data analysis instead of through special data calls and examinations. By providing a more efficient market monitoring tools for regulators, regulators are more likely to routinely monitor travel insurance markets than without such a market monitoring tool.

Consumers also benefit because MCAS will enable market regulators to identify and focus regulatory resources on particular problems that may arise. As the attached examples of travel protection plans show, the plans are complex – covering a wide variety of events with insurance and non-insurance benefits and complex features, including various exclusions (e.g., pre-existing conditions) and claim settlement features (e.g. excess coverage). The samples also indicate a number of states require disclosures specific to travel insurance. By better enabling market regulators to routinely monitor travel insurance market outcomes and identify specific types of problems (e.g., sales vs. claims, cruise lines vs. aggregator web sites), consumers and the travel industry benefit from more informed market analysis and focused regulatory efforts.

3. Supporting documentation may include the following

Qualitative Factors:

a. Is this line/product subject to regulation by any other agency such as the IRS, FINRA, SEC, HHS? If so, which one(s)?

The insurance aspects of travel protection plans are subject to state-based insurance regulation. The non-insurance aspects of travel protection plans may be subject to broader unfair trade practices laws, but we are unaware of any routine oversight by other regulators.

b. Is this line/product currently reporting data on a periodic basis to any state(s)? If yes, which one(s) and what is being reported

To the best of our knowledge, no.

4. If available, the supporting documentation must also contain the following

Quantitative Factors:

a. The number of carriers writing premium for this line;

A review of various travel insurance aggregator web sites suggests 8 to 15 insurer groups actively selling travel insurance. But, as there is no routine reporting of travel insurance as a line of business in the annual statement, the number may be higher. Travel insurance is typically filed as inland marine, so a search for “travel insurance” filings may not produce comprehensive or reliable results.

b. The in-force premium and new premium volume for each of the last 5 – 10 years;

See above citation from UStiA survey. We are not aware of other publicly available data.

c. The number of policies in-force in each of the last 5 – 10 years;

See above citation from UStiA survey. We are not aware of other publicly available data.

d. The number of policyholders for each of the last 5 – 10 years;

See above citation from UStiA survey. We are not aware of other publicly available data.

e. The number of claims paid each year for the last 5 – 10 years;

See above citation from UStiA survey. We are not aware of other publicly available data.

f. The total number of complaints or inquiries received nationally in each year for the last 5 – 10 years.

NAIC data show that travel insurance complaints increased dramatically from 2014 to 2016 from 87 to 209 to 251 closed, confirmed complaints. NAIC staff has reported the number of total complaints is significantly higher. Our review of product reviews on travel insurance aggregator web sites indicates a greater number of dissatisfied consumers than suggested by complaint data alone.

g. A list of states/jurisdictions in which the line/product is sold;

We believe travel insurance is sold in all states and the District of Columbia

h. Any other data specific to the line/product that would support recommendation.

See attachments.



Nationwide®

Nationwide Mutual Insurance Company
One Nationwide Plaza
MR-05-10
Columbus, Ohio 43215

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

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

All premium is non-refundable after a ten (10) day review period from the date of purchase in the event You have not incurred any claims during that time. 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.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

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

Secretary

President

Licensed Resident Agent
(where required by law)

**TRAVEL PROTECTION CERTIFICATE
EXCESS INSURANCE**

TABLE OF CONTENTS

GENERAL DEFINITIONS

GENERAL PROVISIONS

COVERAGES:

Accidental Death & Dismemberment
Baggage Delay
Baggage/Personal Effects
Emergency Accident Medical Expense
Emergency Evacuation
Emergency Sickness Medical Expense
Itinerary Change
Itinerary Change - Inconvenience
Itinerary Change - Pre-Paid Excursion
Missed Connection
Non-Medical Evacuation
Repatriation of Remains
Trip Cancellation
Trip Cancellation For Any Reason – Optional Upgrade
Trip Delay
Trip Interruption
Trip Interruption For Any Reason

LIMITATIONS AND EXCLUSIONS

COORDINATION OF BENEFITS

NATIONWIDE MUTUAL INSURANCE COMPANY
TRAVEL PROTECTION INSURANCE CERTIFICATE

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) being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

Actual Cash Value means the lesser of the replacement cost or the purchase price less depreciation.

Additional Expenses means any reasonable expenses for meals and lodging as well as local transportation and essential phone calls that were necessarily incurred as the result of a Hazard and that were not provided by the Common Carrier or other party free of charge.

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

Bodily Contact Sports means any sport where the objective is to physically render an opponent unable to continue with the competition such as boxing and full contact karate.

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; and (b) is actively involved in the day- to-day management of the business.

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

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

Checked Baggage means a piece of baggage that accompanies You 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 and limousines are not Common Carriers as defined herein.

Company means Nationwide Mutual Insurance Company.

Confirmation of Coverage means the document that outlines Your benefits and Maximum Benefit amounts.

Covered Expenses means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Certificate; and that do not exceed the Maximum Benefit limits shown in the Confirmation of Coverage, under each stated benefit.

Cruise means any prepaid sea arrangements made by You.

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

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

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

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.

Extreme Sports means an athletic pursuit that involves a high degree of danger or risk.

Family Member means Your or a Traveling Companion's 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, nephew or Business Partner who reside in the United States, Canada or Mexico.

Financial Insolvency means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, Cruise line, or airline provided the Financial Insolvency occurs more than fourteen (14) days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom You purchased travel arrangements supplied by others.

Hazard means:

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

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.

Insured means the person who enrolled for coverage and whose premium was paid under the Policy.

Land/Sea Arrangements means pre-paid land and/or sea arrangements made by the Travel Supplier.

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 Confirmation of Coverage.

Medically Necessary means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

Mountaineering means the sport, hobby or profession of walking, hiking and climbing up mountains either: 1) utilizing harnesses, ropes, crampons, or ice axes; or 2) ascending 4,500 meters or above.

Other Insurance means any one of the following types of policies or plans that provides benefits for Hospital confinement, medical expenses for you at the time of Loss on Your Effective Date of coverage, and such policy or plan requires You to pay any applicable Deductible and/or portion of coinsurance: individual, group or blanket insurance plans; HMO's, PPO's, POS's, EPO's, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

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

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

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 or discount are not Payments or Deposits as defined herein.

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

Policy means the Group Master Policy including the application 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 for which You, a Traveling Companion, a Family Member booked to travel with You: 1) exhibited symptoms that would have caused one to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine. Item (3) of this definition does not apply to a condition 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.

The Pre-Existing Conditions exclusion is waived if You (a) enroll in this Certificate within final Trip payment; (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel on the Effective Date.

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 and Customary Charges means charges commonly used by Physicians in the locality in which care is furnished.

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

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

Sickness means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body that begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by this Certificate unless it suddenly worsens or becomes acute after the Effective Date.

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 Certificate, 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 incident deemed a terrorist act by the United States Government that causes property damage or loss of life.

Traveling Companion means a person who has coordinated travel arrangements or vacation plans with You, intends to

travel with You during the Trip and is further described on the Confirmation of Coverage. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

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

Travel Supplier means tour operator, Participating Organization, Cruise line, airline, hotel, travel agency, etc. who has made the land, air and/or sea arrangements.

Trip means a trip or class of trips as described on the Confirmation of Coverage.

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

Uninhabitable means (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 allowing elemental intrusion, such as rain, wind, hail or flood;(3) immediate safety hazards 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 in accordance with local authority guidelines.

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 Certificate that conflicts with the state law where the Certificate 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 are located shall have jurisdiction over the individual or group insurance 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 concerning this Certificate 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.

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

ASSIGNMENT - This Certificate is 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 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.

Trip Cancellation and 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 - Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) the time the Policy terminates;
- (e) 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;
- (f) the date Your Trip is cancelled;
- (g) when Your Trip exceeds sixty days (60).

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 Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (b) If You return to Your origination point: (i) within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during 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.

EXCESS INSURANCE LIMITATION - The insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

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

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

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, 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, committee or other qualified representative.

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.

NOTICE OF CLAIM - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the 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 - The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90)

days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

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

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

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

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

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

SETTLEMENT OF LOSS - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

BENEFIT TO BAILEE - This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

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 days (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured will be the proportional share of this amount.

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

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

"Loss" with regard to:

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

EXPOSURE

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within one hundred eighty (180) 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.

BAGGAGE DELAY (Outward Journey Only)

The Company will reimburse You for the expense of necessary personal effects, up to the Maximum Benefit shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than eight (8) hours, while on a Trip.

You must be a ticketed passenger on a Common Carrier.

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

BAGGAGE/PERSONAL EFFECTS

PERSONAL EFFECTS AND PROPERTY

The Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage, 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 reasonable measures 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 police or other authority must be notified within twenty-four (24) hours in the event of theft.

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

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

There will be a combined Maximum Benefit limit shown on the Confirmation of Coverage for the following:

- jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made

mostly of fur; personal computers, cameras and their accessories and related equipment.

The Company will pay the lesser of the following:

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

EXTENSION OF COVERAGE

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

EMERGENCY ACCIDENT MEDICAL EXPENSE

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

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a Cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery from an Accidental Injury;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the 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.

The Company will pay benefits up to the Maximum Benefit shown on the Confirmation of Coverage for dental Emergency Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Emergency Treatment must occur during the Trip.

If You are Hospitalized due to an Accidental Injury that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

EMERGENCY EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the Maximum Benefit shown on the Confirmation of Coverage, 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.

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 the United States where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Expenses are reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with 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 representative.

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

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

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

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

EMERGENCY SICKNESS MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of Emergency Treatment of a Sickness that first manifests itself during the Trip. Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a Cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery from an Accidental Injury;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the 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 a Sickness that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

ITINERARY CHANGE

In the event a Cruise makes a Change in Your Trip Itinerary prior to Your actual departure date we will pay up to the Maximum Benefit shown on the Confirmation of Coverage.

Change in Your Trip Itinerary shall mean the Cruise has a documented change of Port of Call from the scheduled itinerary.

Verification by the Cruise of the change in the scheduled Trip Itinerary will be necessary for claim payment.

ITINERARY CHANGE – INCONVENIENCE

In the event a Cruise makes a Change in Your Trip Itinerary after Your actual departure date we will pay up to the Maximum

Benefit shown on the Confirmation of Coverage.

Change in Your Trip Itinerary shall mean the Cruise has a documented; 1) fire; or 2) mechanical breakdown; or 3) virus that affects 30% or more passengers; or 4) an event on board that suspends 30% or more of the ship's services for 24 hours; or 5) a delay leaving or arriving at/from a Port of Call of more than 3 hours from the scheduled itinerary.

Verification by the Cruise of the change in the scheduled Trip itinerary will be necessary for claim payment.

ITINERARY CHANGE – PRE-PAID EXCURSION

In the event a Cruise makes a change in Your Trip itinerary after Your actual departure date that prevents You from participating in an event/activity pre-paid prior to departure and scheduled on Your Trip itinerary, nonrefundable pre-paid event/activity expenses will be reimbursed up to the Maximum Benefit shown on the Confirmation of Coverage.

Benefits will not be paid if the event/activity is rescheduled during the course of the Trip.

Verification by the Cruise of the change in the scheduled Trip itinerary will be necessary for claim payment.

MISSED CONNECTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You miss Your Cruise departure, scheduled during Your Trip, that results from cancellation or delay, for three (3) or more hours, of all regularly scheduled airline flights due to Inclement Weather.

Benefits are provided for:

- additional transportation expenses needed for You to join Your departed Cruise;
- reasonable accommodation and meal expenses (up to the limit shown on the Confirmation of Coverage); and
- pre-paid nonrefundable Trip payments for the unused portion of Your Cruise.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departures but cancel their Cruise due to Inclement Weather.

NON-MEDICAL EMERGENCY EVACUATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Covered Reason, as defined below.

Evacuation must occur within ten (10) days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by the assistance provider.

Covered Reasons: The Company will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation from the appropriate local authorities, or the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) a natural disaster;
- 2) civil, military or political unrest; or
- 3) You being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

These benefits will not duplicate any other benefits payable under this Certificate or any coverage(s) attached to this certificate.

REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You

die during the Trip. This will not exceed the Maximum Benefit shown on the Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

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

TRIP CANCELLATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are prevented from taking Your Trip for any of the following reasons that are Unforeseen and takes place after the Effective Date:

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;

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 preventing that person's participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure;

You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;

You or a Traveling Companion have a transfer of employment of two hundred fifty (250) miles or more;

A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within thirty (30) days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing the cancellation of 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 twenty-four (24) months beyond Your Effective Date. A Terrorist Incident that occurs onboard an in-flight aircraft is not covered;

You, a Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this does not include war;

Weather that causes complete cessation of services of the Common Carrier for at least twenty-four (24) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than twenty-four (24) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the insurance has been purchased within final payment for the Trip and for the full cost of the Trip;

After three (3) years 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;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable;

You or a 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 a Traveling Companion's employer must be presented and said

employer must comprise of at least twenty-five (25) full-time employees. This benefit only applies if this coverage has been purchased within final payment for the Trip and You or a Traveling Companion has been employed at the company for at least two (2) years and is not the owner or a co-owner of the company;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment;

Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours;

The primary or secondary school where Your Dependent Children attend must extend operating session beyond the pre-defined school year, and interferes with Your scheduled Trip dates.

The Company will reimburse You 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 Land/Sea Arrangements;
- c) The fees incurred by You for re-depositing frequent traveler awards (frequent flyer miles, hotel point rewards, etc.) in Your account if You used awards for any part of a Trip that is canceled for a covered reason. The Company will not pay more than an aggregate amount of \$250.00 for all Trips while coverage is in effect and for fees paid for re-depositing frequent traveler awards.

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

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

SPECIAL CONDITIONS: You must advise the Participating Organization and 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. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonably possible.

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 prepaid travel arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel. This benefit is subject to the same Maximum Benefit indicated above.

TRIP CANCELLATION FOR ANY REASON - OPTIONAL UPGRADE

If You cancel Your Trip for any reason not otherwise covered by this Certificate, the Company will reimburse You for the percentage of the prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip shown on the Confirmation of Coverage provided:

- a) Your premium payment is received prior to or on the date Your final deposit/payment for Your Trip is received; and
- b) You insure all prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure prior to or on the date Your final payment for those arrangements the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added to Your Trip; and
- c) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

TRIP DELAY

The Company will reimburse You for Covered Expenses on a one-time basis, up to the Maximum Benefit shown on the

Confirmation of Coverage, 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 Expenses:

- (a) Any Additional Expenses incurred;
- (b) A one-way Economy Fare to return You to Your originally scheduled return destination.

TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You join Your Trip after departure or are unable to continue on the covered Trip due to any of the following reasons that are Unforeseen and takes place after departure:

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;

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 preventing that person's continued participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault during the Trip; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence during the Trip;

You or a Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to departure;

You or a Traveling Companion have a transfer of employment of two hundred fifty (250) miles or more;

A Terrorist Incident that occurs in a city listed on Your Trip itinerary during the Trip. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing the cancellation of 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 twenty-four (24) months beyond Your Effective Date. A Terrorist Incident that occurs onboard an in-flight aircraft is not covered;

You, a Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this does not include war;

Weather that causes complete cessation of services of the Common Carrier for at least twenty-four (24) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs during Your Trip and more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than twenty-four (24) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the insurance has been purchased within final payment for the Trip and for the full cost of the Trip;

After three (3) years 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;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable;

You or a 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 a Traveling Companion's employer must be presented and said

employer must comprise of at least twenty-five (25) full-time employees. This benefit only applies if this coverage has been purchased within final payment for the Trip and You or a Traveling Companion has been employed at the company for at least two (2) years and is not the owner or a co-owner of the company;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment;

Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours;

The primary or secondary school where Your Dependent Children attend must extend operating session beyond the pre-defined school year, and interferes with Your scheduled Trip dates.

The Company will reimburse You 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 Land/Sea Arrangements limited to the cost of one-way economy airfare (or similar quality as originally issued ticket) by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

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

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

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative no later than seven (7) days 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 Participating Organization as soon as reasonable possible.

TRIP INTERRUPTION FOR ANY REASON

If You interrupt Your Trip, forty-eight (48) hours or more after Your actual departure date, for any reason not otherwise covered by this Certificate, the Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage for the a) unused portion of the prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip; b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets; provided:

- i. Your premium payment is received prior to or on the date Your final deposit/payment for Your Trip is received and at least thirty (30) days prior to the Scheduled Departure Date; and
- ii. You insure all prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure prior to or on the date Your final payment for those arrangements the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added to Your Trip.

LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Itinerary Change, Itinerary Inconvenience, Itinerary Pre-Paid Excursion, Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
- 2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (unless results in the death of a non-traveling Family Member);

3. intentionally self-inflicted injuries;
4. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
5. participation in any military maneuver or training exercise or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental or emotional disorders, unless Hospitalized;
8. participation as a professional in athletics;
9. participation in underwater activities (does not include recreational swimming);
10. 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;
11. commission or the attempt to commit a dishonest, fraudulent or criminal act;
12. participating in Bodily Contact Sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); skydiving; hang-gliding; Parachuting; Mountaineering; any race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races;) scuba diving unless accompanied by a dive master or if the depth exceeds fifty (50) feet; or deep sea diving; spelunking or caving; heliskiing; extreme skiing; Extreme Sports;
13. dental treatment except as a result of an injury to Sound Natural Teeth within twelve (12) months of the injury;
14. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
15. pregnancy and childbirth (except for complications of pregnancy);except if Hospitalized;
16. curtailment or delayed return for other than covered reasons;
17. traveling for the purpose of securing medical treatment;
18. services not shown as covered;
19. 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;
20. confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions;
21. care or treatment that is not Medically Necessary;
22. 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;
23. care or treatment that is payable under any Other Insurance policy;
24. Accidental Injury or Sickness when traveling against the advice of a Physician;
25. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child.

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

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;

8. bicycles (except when checked as baggage with a Common Carrier);
9. household effects and furnishing;
10. antiques and collector's items;
11. eyeglasses, 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, computer hardware or software;
21. sporting equipment if loss or damage results from the use thereof;
22. musical instruments;
23. retainers and orthodontic devices.

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

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

The following exclusions apply to Non-Medical Emergency Evacuation:

The Company does not cover:

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

COORDINATION OF BENEFITS

Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when You have health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan.

The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but

(b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

Plan is a form of written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policyholder pays the premium.

"Plan" does not include individual or family:

- (a) insurance contracts;
- (b) direct payment subscriber contracts;
- (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

This Plan is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

Primary Plan is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules that differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

Secondary Plan is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan that, under the rules of this contract, has its benefits determined before those of that Secondary Plan.

Allowable Expense is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private Hospital room and a semi-private Hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private Hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

Claim is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of:

- (a) services (including supplies);
- (b) payment for all or a portion of the expenses incurred; or
- (c) a combination of (a) and (b).

Claim Determination Period is the period of time that must not be less than twelve (12) consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine:

- (a) whether other insurance exists; and
- (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective Date of coverage and ending twelve (12) consecutive months following the date of Loss or longer as may be determined by the Proof of Loss provision.

Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan .

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

Rules

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan that covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within twenty-four (24) hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity that pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid that were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, the Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

Non-complying Plans

This Plan may coordinate its benefits with a Plan that is excess or always secondary or that uses order of benefit determination rules that are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within thirty (30) days after it is requested to do so, the Company will assume that the benefits of the non-complying Plan are identical

to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

STATE MANDATED LANGUAGE GROUP CERTIFICATE NSHTC 2500

Alaska

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

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 such action shall be brought after expiration of three years from the date a claim is denied in whole or in part.

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

MISREPRESENTATION AND FRAUD – Your coverage shall be void if You have concealed or misrepresented any material fact or circumstance on the application in obtaining the Certificate. All statements and descriptions in an application shall be considered to be representations and not warranties. The misrepresentations, omissions, concealment of facts and incorrect statements may not prevent a recovery under the Certificate unless they are fraudulent, material to the acceptance of the risk or the hazard assumed, or the Company in good faith would not have issued the Certificate or would have issued it differently if the true facts had been known.

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

FIRST PARTY CLAIM PAYMENT – Undisputed portions of first party claims will be paid within thirty (30) working days of Company receipt of Proof of Loss.

EXAMINATION UNDER OATH – You are allowed to have legal representation present when examined under oath.

INSURANCE WITH OTHER INSURERS - If:

- 1) You have other Travel Insurance in effect at the same time as this Certificate covering the **Trip** as described on Your Confirmation of Coverage, and
- 2) This Certificate is not in excess of all other valid and collectible insurance or indemnity;

We will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 19 is deleted in its entirety and replaced with the following

19. directly caused by, 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;

NSHTC 2200 AK

Arkansas

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

LEGAL ACTIONS - No legal action may be brought to recover on the plan within sixty (60) days after written Proof of Loss has been given. No such action shall be brought to recover on the Certificate prior to the expiration of the time allowed by law after Proof of Loss has been furnished in accordance with requirements of this Certificate.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, upon mutual agreement either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers

and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the following provision is added:

Inquiries or complaints regarding this Certificate may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, Arkansas 72201-1904

Telephone: 800-8525494 or 501-371-2640

NSHTC 2200 AR

Connecticut

A copy of the Master Policy, form number NSHTC 2000 is available to you upon request.

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

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.

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

MISREPRESENTATION AND FRAUD – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing. However, after two (2) years from the date of enrollment, no misstatements made during enrollment may be used to void the coverage of deny any claim for loss incurred after the two (2) year period.

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

SUBROGATION - To the extent allowed by law, We, upon making any payment or assuming liability of recovery for You against any person or corporation, may bring an action in Your name to enforce such rights. This provision does not apply to judicial awards of damages.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** is deleted in its entirety.

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

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

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of fifteen (15) percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest

payments shall be made within thirty (30) days after the payment.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, upon mutual agreement either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Under the section entitled **GENERAL PROVISIONS**, the following **DISPUTE RESOLUTION** provision is added:

DISPUTE RESOLUTION - If we are unable to resolve any disputes with You regarding this Certificate, you may file a written complaint with the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816 Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the covered product subject to the Plan, the cost of the product and a copy of the Certificate.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 7, 10, and 11 are deleted in their entirety and replaced by the following:

7. Mental, nervous, emotional, or personality disorders in any form whatsoever unless You are hospitalized for three (3) consecutive days or more after the Certificate Effective Date;

10. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)

11. Commission or the attempt to commit a felony.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 19 is deleted in its entirety.

NSHTC 2200 CT

District of Columbia

The fact page of the Certificate is revised by the addition of the following:

THIS IS A LIMITED BENEFIT POLICY, PLEASE READ CAREFULLY

Under the section entitled **GENERAL DEFINITIONS**, the following is added to the definition of **Medically Necessary**:

The fact that a **Physician** may prescribe, authorize, or direct a service does not of itself make it **Medically Necessary** by the Individual or group Policy.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

The following is added:

Wherever the term "spouse" appears in the Certificate it is amended to also include "legal partner".

NSHTC 2200 DC

Georgia

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

MISREPRESENTATION AND FRAUD - Your coverage may be denied and Your Certificate may be cancelled if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

Under the Coverages entitled **TRIP CANCELLATION** and **TRIP INTERRUPTION**, the paragraphs which read:

You, a Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this does not include war.

Is deleted in its entirety and replaced with the following:

You, a Traveling Companion or Family Member, who are military personnel, and who purchased coverage at the time the initial payment was made for the scheduled trip are called to emergency duty for a natural disaster; this does not include war.

NSHTC 2200 GA

Hawaii

The Certificate to which this rider is attached is amended as follows:

Under the section entitled **LIMITATIONS AND EXCLUSIONS**:

Exclusion 15 is deleted in its entirety.

NSHTC 2200 HI

Idaho

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

Hospital means a provider that is a short-term, acute, or general hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick person by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or d) a place for the treatment of pulmonary tuberculosis.

Under the section entitled **GENERAL PROVISIONS**, the following **APPEALS** provision is added:

You may appeal any decision made by the Company to the Idaho Department of Insurance by contacting:

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043

1-800-721-3272

www.DOI.Idaho.gov

NSHTC 2200 ID

Illinois

The Certificate to which this rider is attached is amended as follows:

Under the section entitled **GENERAL DEFINITIONS**, the following definition is added:

Under the Influence of Intoxicants is defined and determined by the laws of the state or jurisdiction where the loss or cause of loss was incurred.

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

MISREPRESENTATION AND FRAUD - Your coverage may be denied and Your Certificate may be cancelled if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

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

SUBROGATION - The Company is assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits the Company paid for that sickness or injury. You are required to furnish any information or assistance, or provide any documents that the Company may reasonably require in order to exercise the Company's rights under this provision. This provision applies whether or not the third party admits liability.

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

OTHER INSURANCE - Except as provided in the Coordination of Benefits Section of this form, if there is other valid and collectible insurance in effect covering a loss insured under this policy, this policy will share proportionately with such other insurance.

Under the section entitled **GENERAL PROVISIONS**, the following **COMPLAINT** provision is added:

Should you have general complaints regarding this insurance, you may submit your complaint in writing to the following address:

Illinois Division of Insurance
Consumer Division
Springfield, Illinois 62767

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 11 is deleted in its entirety and replaced with the following:

11. Commission of or attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation by You.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 19 is deleted in its entirety and replaced with the following:

19. 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. For the purpose of this exclusion, hazardous material, gas, matter or contamination does not include, heat, smoke or fumes from a hostile fire, mold or electromagnetic fields.

NSHTC 2200 IL

Maine

Under the section entitled **GENERAL DEFINITIONS**, the definitions of **Accidental Injury** and **Actual Cash Value** are deleted

in its entirety and replaced with the following:

Accidental Injury means Bodily Injury caused by an Accident being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

Actual Cash Value means the lesser of the replacement cost at the time of loss, less the value of physical depreciation. Physical depreciation is a value determined by standard business practice.

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

MISREPRESENTATION AND FRAUD – Your coverage shall be cancelled or denied if, whether before or after a Loss, **You** concealed or misrepresented any material fact or circumstance concerning this Certificate 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.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is deleted in its entirety and replaced with the following:

WHEN YOUR COVERAGE ENDS - Your coverage will end at 12:01 A.M. local time on the date that is the earliest of the following:

- (a) the day after the Scheduled Return Date as stated on the travel tickets;
- (b) the day after the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the day after the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) the day after the time the Policy terminates;
- (e) the day after the date Your Trip is cancelled.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, either **You** or the **Company** can make a written request for an appraisal. After the request, **You** and the **Company** will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an umpire. Any figure agreed to by two (2) of the three (3) (the appraisers and the umpire) will be non-binding. The appraiser selected by **You** will be paid by **You**. The **Company** will pay the appraiser they choose. **You** will share equally with the **Company** the cost for the umpire and the appraisal process.

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

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

All claims shall be paid within thirty (30) days following receipt by the **Company** of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5% per month from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. **You** or **Your** assignee shall be notified by the **Company** or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

The following is added to **ACCIDENTAL DEATH AND DISMEMBERMENT**:

Notwithstanding any provisions to the contrary, accidental death and double dismemberment amounts payable under this Certificate shall be at least \$2,000; single dismemberment amounts payable under this Certificate shall be at least \$1,000.

The following is added to **EMERGENCY ACCIDENT MEDICAL EXPENSE** and **EMERGENCY SICKNESS MEDICAL**

EXPENSE:

Notwithstanding any provisions to the contrary, the daily benefit for **Hospital** confinement payable under this Certificate shall not be less than \$50 per day and not less than 31 days during any one period of confinement for each person insured under this Certificate and will be paid regardless of other coverage.

NSHTC 2200 ME

Maryland

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

LEGAL ACTIONS - 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 from the date it accrues.

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

MISREPRESENTATION AND FRAUD – Your coverage shall be cancelled and any claims denied if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is deleted in its entirety.

NSHTC 2200 MD

Mississippi

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

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.

Under the section entitled **GENERAL PROVISIONS**, the following is added to the **PAYMENT OF CLAIMS** provision:

Upon receipt of a written notice of claim, **We** will furnish any forms required to file a Proof of Loss. If **We** fail to furnish such forms within 15 days after receipt of notice of claim, the claimant shall be deemed to have complied with Proof of Loss requirements upon submitting written proof of loss covering the occurrence within the timeframe for Proof of Loss outlined in the Certificate.

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 - Indemnities payable under the Certificate for any loss will be paid immediately upon receipt of due written proof of such loss. All claims shall be paid within 25 days following receipt by **Us** of due Proof of Loss when acceptable Proof of Loss is filed electronically and 35 days for Proofs of Loss filed in a format other than electronic. If payment is not made within these timeframes, **We** will provide **You** with the reason(s) the claim is not payable or advise **You** of the additional information necessary to process the claim. Once such additional information is provided, the balance of the claim that is payable will be paid with 20 days of receipt of such additional information. Failure to pay within such time periods shall entitle **You** to interest at the rate of 1.5% per month from the date payment was due until final claims settlement or adjudication.

Under the section entitled **GENERAL PROVISIONS**, the following **ENTIRE CONTRACT** provision is added:

ENTIRE CONTRACT – The Certificate, including any endorsements and any attached papers constitute the entire contract of insurance. No change to this Certificate shall be valid until approved by an executive officer of the **Company** and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or to waive any of its provisions.

Under the section entitled **GENERAL PROVISIONS**, the following **CHANGE OF BENEFICIARY** provision is added:

The right to change the beneficiary is reserved to **You**. The consent of the beneficiary shall not be a prerequisite to the surrender of this Certificate or to any change of beneficiary, or any other changes to this Certificate.

NSHTC 2200 MS

Montana

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

CONTROLLING LAW – The provisions of this Certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which You reside in on or after the effective date of this Certificate.

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 15 is deleted in its entirety.

NSHTC 2200 MT

Nebraska

The following amendments are made to **GENERAL PROVISIONS**:

The provision **DISAGREEMENT OVER SIZE OF LOSS** whenever stated in the Certificate is deleted in its entirety and replaced with the following:

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

The provision **MISREPRESENTATION AND FRAUD** in the General Provisions is deleted in its entirety and replaced with the following:

Your coverage shall be void if You concealed or misrepresented any material fact or circumstance concerning this Certificate, or subject thereof, in obtaining this insurance and such action or inaction deceived the Company to its injury. Also, Your coverage shall be void if You breach a warranty or condition in this Certificate at the time of a Loss and such breach contributes to the Loss.

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

NSHTC 2200 NE

Nevada

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

Pre-Existing Condition means a condition, regardless of the cause of the condition, applicable to You, a Traveling Companion, a Family Member booked to travel with You, or Your and/or a Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was recommended or received during the 6 months immediately preceding the Effective Date of the new coverage. The term does not include genetic information in the absence of a diagnosis of the condition related to such information.

Under the section entitled **GENERAL PROVISIONS**, the **TIME OF PAYMENT OF CLAIMS** provision is deleted in its entirety

and replaced with the following:

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, Exclusion 10 is deleted in its entirety.

NSHTC 2200 NV

North Carolina

Page 1 of the Certificate is amended to include the following:

This program contains a Pre-existing Conditions limitation. Please read the Definitions and Exclusions carefully.

EXCESS INSURANCE

This Certificate is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the time of the claim then the amounts of benefit payable by such other medical insurance will become the deductible amount of this Certificate if such benefits exceed the deductible amount shown in the Confirmation of Coverage.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Hospital** is revised by the addition of the following:

Hospital also means:

1. A place that is accredited as a **Hospital** by the Joint Commission on Accreditation of **Hospitals**, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).
2. A duly licensed State tax-supported institution, including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** is deleted in its entirety and replaced with the following:

EXCESS INSURANCE LIMITATION - The insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity other than private passenger auto no-fault benefits or third party liability insurance. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

Under the section entitled **GENERAL PROVISIONS**, the following apply to the Accidental Death & Dismemberment, Emergency Accident Medical Expense and Emergency Sickness Medical Expense benefits.

The **LEGAL ACTIONS** provision is deleted in its entirety and replaced with the following:

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.

The **SUBROGATION** provision does not apply to the above mentioned benefits.

The **PROOF OF LOSS** provision is deleted in its entirety and replaced with the following:

PROOF OF LOSS - The claimant must send the Company, or its designated representative, Proof of Loss within one-hundred and eighty (180) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the following exclusion is deleted in its entirety:

19. 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.

Under the section entitled **COORDINATION OF BENEFITS** the following changes apply:

Any reference to blanket insurance is deleted from the coordination of benefits provisions.

The **Right of Recovery** provision is deleted in its entirety.

NSHTC 2200 NC

North Dakota

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

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.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. Such appraisal will be mutually agreed upon by all parties. 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.

NSHTC 2200 ND

Ohio

The following **FRAUD STATEMENT** and **COORDINATION OF BENEFITS** notices are added:

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime.

COORDINATION OF BENEFITS

If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Read all of the rules very carefully, including the coordination of benefits section, and compare them with the rules of any other plan that covers you or your family.

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

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.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** provision is deleted in its entirety.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. Such appraisal will be mutually agreed upon by all parties and any determination made is not binding on either party. 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.

Under the section entitled **GENERAL PROVISIONS**, the following **COMPLAINT** provision is added:

If you have a complaint related to a claim, You should contact the Company or its Agent. If you disagree with the company's decision, you have the right to file a complaint with the Ohio Department of Insurance, Consumer Services Division, 2100 Stella Court, Columbus, Ohio 43215-1067, (614)-644-2673, toll free in Ohio 1-800-686-1526.

In the section entitled **COORDINATION OF BENEFITS**, the following changes are made:

The definition of **Plan** is amended to read:

Plan means a form of coverage with which coordination is allowed. The following will be considered in applying this COB provision.

Plan includes group insurance and group subscriber contract, an uninsured arrangement of group or group-type coverage, group or group-type coverage through a health insuring corporation or other prepayment, group practice or individual practice plan, group-type contracts, the amount by which group-type hospital indemnity benefits exceed one hundred dollars per day, medical benefits coverage under a group or group-type automobile "no fault" and traditional "fault" type contract, and Medicare or other governmental benefits, Medicaid or other plan when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

The term Plan shall not include an individual insurance contract, whether single or family coverage, an individual subscriber contract, whether single or family coverage, an individual contract with a health insuring corporation, whether single or family coverage, an individual contract under any other prepayment, group practice or individual practice plan, whether single or family coverage, group or group-type hospital indemnity benefits of one hundred dollars per day or less, a supplemental sickness and accident policy excluded from coordination of benefits because of the limited nature of the program pursuant to law, school accident-type coverage, a state plan under Medicaid, or other plan when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

The definition of **Allowable Expense** is amended to read:

Allowable Expense is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

When plans have differing Allowable Expenses, the larger Allowable Expense shall be used for purposes of coordination. When benefits paid by a Primary Plan are less than the Allowable Expenses, the Secondary Plan shall pay or provide its benefits toward any remaining balance otherwise payable by You. A Secondary Plan will not be required to make a payment of an amount that exceed the amount it would have paid if it were the Primary Plan, but in no event, when combined with the amount paid by the primary plan, shall payments by the Secondary Plan exceed 100% of the larger of the expenses allowable under the provisions of the applicable policies.

Under the section entitled "Rules", items (c) and (d) are added:

(c) Children (Parents Divorced or Separated). If the court decree makes one parent responsible for health care expenses, that parent's plan is primary. If the court decree gives joint custody and does not mention health care, we follow the birthday rule.

(d) Children and the Birthday Rule. When your children's health care expenses are involved, we follow the "birthday rule." The plan of the parent with the first birthday in a calendar year is always primary for the children.

The following COORDINATION OF DISPUTES provision is added:

COORDINATION OF DISPUTES: If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. (For health maintenance organizations, reference Certificate's description of appeal procedures). If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call (614) 644-2673 or 1-800-686-1526.

NSHTC 2200 OH

South Carolina

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

Pre-Existing Condition means any injury, sickness or condition of You, Your Traveling Companion, Your Family Member booked to travel with You, or Your and/or a Traveling Companion's Family Member for which within the one-hundred-eighty day period prior to the effective date under the Certificate such person received medical advice or treatment or medical advice or treatment was recommended. This definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the one-hundred-eighty day period before the Effective Date.

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

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 six (6) years after the time required for giving Proof of Loss.

Under the section entitled **GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** provision is deleted in its entirety.

Under the section entitled **GENERAL PROVISIONS**, the **PHYSICAL EXAMINATION AND AUTOPSY** provision is deleted in its entirety and replaced with the following:

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 19 is deleted in its entirety.

NSHTC 2200 SC

Utah

Under the section entitled **GENERAL PROVISIONS**, the **PROOF OF LOSS** provision is deleted in its entirety and replaced

with the following:

PROOF OF LOSS - You must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under this Certificate if You can show it was not reasonably possible to file Proof of Loss within ninety (90) days.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the following is added to exclusion 19.

This exclusion (19.) does not apply to the extent that the loss is caused by terrorism.

NSHTC 2200 UT

Vermont

The following is added to the Certificate:

THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. PLEASE READ YOUR CERTIFICATE CAREFULLY.

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

MISREPRESENTATION AND FRAUD – Your coverage shall be void if, before a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

Your coverage shall be cancelled and any claims denied if, after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate 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.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. Such appraisal will be mutually agreed upon by all parties. 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.

Under the section entitled **GENERAL PROVISIONS**, the following is added to the **PAYMENT OF CLAIMS** provision:

After claim settlement has been agreed upon by You and the Company, the Company will mail payment in the agreed amount to You and/or the Loss payee within ten (10) working days. Failure to pay within such period shall entitle You to interest at the rate of nine percent (9%) per annum at the expiration of each four (4) weeks during the continuance of the period for which the Company is liable, provided that interest amounting to less than one dollar need not be paid. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Under the section entitled **GENERAL PROVISIONS**, the following **CIVIL UNIONS** provision is added:

CIVIL UNIONS - This Certificate provides benefits for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this Certificate, the civil union must be established in the state of Vermont according to Vermont law. It is understood that Certificate definitions and provisions designating:

- an Insured
- named Insured
- who is Insured
- who is a named Insured

- covered person(s)
- You and/or Your
- spouse
- Family Member

and any other Certificate definitions and provisions designating an Insured under this Certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

NSHTC 2200 VT

West Virginia

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

DISAGREEMENT OVER SIZE OF LOSS - If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. You and the Company will each select its own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will establish the amount of the claim. Such appraisal will be voluntary and will be by mutual consent by all parties. The appraiser selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

NSHTC 2200 WV

Wisconsin

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

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.

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

SUBROGATION - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. The Company's ability to recover is limited to the amount remaining after You have been made whole.

Under the section entitled **GENERAL PROVISIONS**, both of the **PROOF OF LOSS** provisions are deleted in their entirety and replaced with the following:

PROOF OF LOSS – Your or Your representative must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. This must be a detailed sworn statement. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. Failure to comply with these conditions shall invalidate any claims under this Certificate.

Under the section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is deleted in its entirety.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 19 is deleted in its entirety.

NSHTC 2200 WI

Wyoming

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

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 four (4) years after the time required for giving Proof of Loss.

NSHTC 2200 WY

ON CALL INTERNATIONAL TRAVEL ASSISTANCE SERVICES

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

FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY

CALL TOLL FREE:
855-258-0333 (within the United States and Canada)
OR CALL COLLECT
603-952-2037 (From all other locations)

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

FOR CUSTOMER SERVICE, FILING A CLAIM OR GENERAL INFORMATION

Contact the Nationwide Cruise Protection Plan Administrator at:
Customer Service: 866-281-0334

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: Team1@cbpinsure.com

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.

Nationwide® Privacy Statement

Thank you for choosing Nationwide

Our privacy statement explains how we collect, use, share, and protect your personal information. So just how do we protect your privacy? In a nutshell, we respect your right to privacy and promise to treat your personal information responsibly. It's as simple as that. Here's how.

Confidentiality and security

We follow all data security laws. We protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are legally bound to use your information for permissible purposes.

Collecting and using your personal information

We collect personal information about you when you ask about or buy one of our products or services. The information comes from your application, business transactions with us, consumer reports, medical providers, and publicly available sources. Please know that we only use that information to sell, service, or market products to you.

We may collect and use the following types of information:

- Name, address, and Social Security number
- Assets and income
- Account and policy information
- Credit reports and other consumer report information
- Family member and beneficiary information
- Public information

Sharing your information for business purposes

We share your information with other Nationwide companies and business partners. When you buy a product, we share your personal information for everyday purposes. Some examples include mailing your statements or processing transactions that you request. You cannot opt out of these. We also share your information where federal and state law requires.

Sharing your information for marketing purposes

We don't sell your information for marketing purposes. We have chosen not to share your personal information with anyone except to service your product. So there's no reason for you to opt out. If we change our policy, we'll tell you and give you the opportunity to opt out before we send your information.

Using your medical information

We sometimes collect medical information. We may use this medical information for a product or service you're interested in, to pay a claim, or to provide a service. We may share this medical information for these business purposes if required or permitted by law. But we won't use it for marketing purposes unless you give us permission.

Accessing your information

You can ask us for a copy of your personal information. Please call the number on your insurance ID card if applicable, contact your customer service representative, or send a letter to the address below and have your signature notarized. This is for your protection so we may prove your identity. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future.

We can't update information that other companies, like credit agencies and third parties, provide to us. So you'll need to contact these other companies to change and correct your information.

Send your privacy inquiries to the address below. Please include your name, address, and policy number. If you know it, include your agent's name and number.

Travel Claims Administration

On Behalf of Nationwide Mutual Insurance Company and Affiliated Companies
P.O. Box 26222
Tampa, FL 33623

A parting word...

These are our privacy practices. They apply to all current and former clients of Nationwide Specialty Insurance. They also apply to joint policy or contract holders. This includes the following companies:

Nationwide Life Insurance Company
Nationwide Mutual Insurance Company
National Casualty Company
Allied Property and Casualty Insurance Company



**Silver
Single
Travel Plan**

Emergency and Travel Assistance Services (24/7)

Within the United States: 1-855-327-1430
Outside of the United States: 1-630-694-9809

Claim Services (24/7)

Report a claim and obtain claim forms
1-855-327-1430
ustravel@axa-assistance.us

Customer Services

Changes to your travel plan
1-855-327-1439

Please Note: Assistance Services are not insurance.

AXA ASSISTANCE USA 24/7 WORLDWIDE TRAVEL ASSISTANCE SERVICES

MEDICAL ASSISTANCE SERVICES

Medical and Dental Referrals

With a worldwide network of providers at our fingertips, we are able to offer you referrals to primary care physicians, dentists, clinics and hospitals.

Critical Care Monitoring

During your hospitalization, our medical professionals will remain in regular communication with the treating facility to ensure you are receiving the proper care.

Dispatch of Physician

If our medical professionals cannot adequately assess the need for medical transport or evacuation, we will dispatch a physician to your location to make an assessment.

Emergency Medical Evacuation

Whenever adequate medical facilities are not available locally, our medical professionals will recommend and arrange the appropriate method of transportation, equipment and personnel to evacuate you to the nearest facility capable of providing proper care. Payment for the emergency medical evacuation is only available for covered claims, up to the amount provided in the policy.

Medical Repatriation

If you need medical assistance to return home, our medical professionals will determine the appropriate transportation method and assist with all necessary travel arrangements based upon your medical condition. Payment for the medical repatriation is only available for covered claims, up to the amount provided in the policy.

Return of Mortal Remains

We will arrange the transportation and offer every, reasonable assistance in legal formalities, for the return of mortal remains. Payment for the return of mortal remains is only available for covered claims, up to the amount provided in the policy.

Vehicle Return Services

In the event that you need to be medically repatriated or evacuated to your home, we will coordinate all arrangements needed for the return of your unattended vehicle.

Dispatch of Prescription Medication

If you forget or lose a prescribed medication, we will assist with replacement medication. If the medication is not available locally, we will coordinate the dispatch of prescription medication, when possible and legally permissible, or provide you with an appointment with a physician in order to re-establish the prescription. This service is also available for medical devices and eye glasses.

TRAVEL ASSISTANCE SERVICES

General Travel Information

Before you travel, you can obtain information about visa, passport, immunization requirements and local customs. You can also obtain 24-hour pre-departure information on weather, currency or holidays.

Lost Document and Lost Article Assistance

We will assist with arrangements to replace or forward copies of lost or stolen documents, including passports, driver's licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles such as luggage.

Pet Housing and Return

We can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets.

Urgent Message Relay

We will relay emergency messages on your behalf.

Emergency Cash and Bail Assistance

During emergency situation, we can help arrange an emergency cash advance. This service can also provide assistance in obtaining bail bonds, where available.

Legal Referrals

We will provide referrals to an interpreter or legal personnel to you as necessary.

AXA ASSISTANCE USA

'White-Glove' CONCIERGE SERVICES

Concierge services designed to fulfill various leisure and entertainment requests as well as travel related services. Call AXA Assistance's concierge services prior to departing for advice on planning your trip or for any last minute recommendations or reservations while you are away.

- Restaurant and hotel referrals and reservations
- Transportation information and referrals (rental car and limousine)
- Luxury rental information and arrangements (houseboats, villas, charter planes)
- Entertainment information and ticketing (opera, ballet, theater, concerts, sporting events and museums)
- Golf course information and referrals and tee times
- Gift referrals and arrangement services
- Shopping and product information, locations and referrals
- City and cultural information (city events and attractions)

AXA ASSISTANCE USA

IDENTITY THEFT SERVICES

If you suddenly find yourself missing your identification, credit or debit cards, or other important personal or financial documents, while traveling we can provide an Identity Theft solution. This service provides:

- Education & Protection: An identity theft risk & prevention toolkit and resolution guide.
- Personal Guidance: Assistance with filing and obtaining police and credit reports, contracting creditor fraud departments, taking inventory of lost or stolen items and more.
- Emergency Funds: Assistance sending emergency funds to you.



SCHEDULE OF BENEFITS

BENEFITS	LIMITS
TRAVEL	
TRIP CANCELLATION	TRIP COST*
TRIP INTERRUPTION	100% OF THE TRIP COST LIMIT IF TRIP COST: \$0, \$500
SINGLE OCCUPANCY	TRIP COST*
TRIP DELAY	MINIMUM 12 HOURS DELAY \$100 PER DAY. MAXIMUM OF \$500
MISSED CONNECTION	MINIMUM 3 HOURS DELAY, \$500
ACCIDENT & HEALTH	
ACCIDENT AND SICKNESS MEDICAL EXPENSE	\$25,000 DEDUCTIBLE: \$0 DENTAL ACCIDENTAL INJURY: \$250
ACCIDENTAL DEATH AND DISMEMBERMENT	\$10,000
ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER (AIR ONLY)	\$25,000
EMERGENCY TRAVEL	
EMERGENCY MEDICAL EVACUATION INCLUDES: BEDSIDE TRAVELING COMPANION TRANSPORTATION OF SPOUSE OR PARTNER	\$100,000 RETURN INSURED HOME RETURN MINOR CHILD
REPATRIATION OF REMAINS	\$10,000
PROPERTY COVERAGES	
BAGGAGE DELAY / BAGGAGE DELIVERY	MINIMUM 24 HOURS DELAY \$100 PER DAY, MAXIMUM OF \$200 DELIVERY: \$100
BAGGAGE / PERSONAL EFFECTS	\$500 DEDUCTIBLE: \$0. PER ITEM: \$100. DESCRIBED VALUABLES: \$250.
OPTIONAL COVERAGE: THESE COVERAGES ARE OPTIONAL AND MUST BE SHOWN ON YOUR CONFIRMATION OF BENEFITS TO BE VALID.	
TRIP CANCELLATION FOR WORK REASONS	100% OF THE TRIP COST LIMIT*
RENTERS COLLISION INSURANCE	\$25,000. DEDUCTIBLE: \$0
*UP TO THE LESSER OF THE TRIP COST PAID OR THE NON-REFUNDABLE CANCELLATION PENALTY(IES) IMPOSED BY THE TRAVEL SUPPLIER(S).	

Administered By:

AXA Assistance USA
 PO Box 260337
 Miami FL 33126

Email: ustravel@axa-assistance.us
 Claims Email: ustravel@axa-assistance.us

This Policy is issued in consideration of enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by American Modern Home Insurance Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Confirmation of Benefits. It provides You with specific information about the program You purchased. This policy is issued for a stated term as shown on the confirmation of benefits.

TEN-DAY FREE LOOK

You may cancel insurance under the Policy by giving Us or Our Administrator written notice within 10 days from the Effective Date. If You do this, We will refund Your premium paid provided You have not filed a claim under the Policy.

TABLE OF CONTENTS

SECTION I - GENERAL DEFINITIONS

SECTION II - GENERAL PROVISIONS

SECTION III - ELIGIBILITY AND PERIOD OF COVERAGE

SECTION IV - COVERAGES

SECTION V - CLAIMS PROCEDURES AND PAYMENT

SECTION VI - GENERAL LIMITATIONS AND EXCLUSIONS

SECTION I. GENERAL DEFINITIONS

"Accident" means a sudden, unexpected, unusual, specific event which 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, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by Sickness or other bodily diseases or infirmity.

"Actual Cash Value" means purchase price less depreciation.

"Adventure Sports" means leisure and non-professional sports activities in: bungee cord jumping; rock climbing; mountain climbing up to 4,572 meters (15,000 feet), scuba diving for Qualified Divers up to a maximum depth of 40 meters (131 feet) and for Unqualified Divers up to a maximum depth of 30 meters (98 feet), white or black water rafting (Grades 1-4), back country or off-trail skiing or snowboarding (except as designated unsafe by the resort management), parachuting or skydiving, helicopter skiing, extreme skiing or snowboarding; spelunking or caving.

"Assistance Company" means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

"Baggage" means luggage and personal effects and possessions whether owned, borrowed, or rented, and taken by You on the Covered Trip.

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

"Business Equipment" means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.

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

"City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

"Common Carrier" means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the Transportation of passengers for hire.

"Complications of Pregnancy" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

"Covered Expenses" shall mean expenses incurred by You which are: for Medically Necessary services, supplies, care, or treatment; due to Sickness or Accidental Injury; prescribed, performed or ordered by a Physician; Reasonable and

Customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the Schedule of benefits, under each stated benefit.

"Covered Trip" means a trip for which You request insurance coverage and pay the required premium, and includes:

- (a) a period of travel away from home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure; and
- (c) the trip has defined Departure and Return dates.

"Deductible" means the dollar amount You must contribute to the loss.

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

"Dependent Child(ren)" means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 19 and primarily dependent on You for support and maintenance; or who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

"Domestic Partner" means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the Effective Date of coverage.

"Effective Date" means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

"Emergency Medical Evacuation" means Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained.

"Emergency Sickness" means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Covered Trip.

"Exotic Vehicles" includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Corvette, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Hummer, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, MG, Morgan, Pantera, Panther, Pininfarina, Rolls Royce, Rover, Stutz, Sterling, Triumph, or TVR. Antique cars meaning cars that are over 20 years old or have not been manufactured for 10 or more years. Any vehicle with an original manufacturer's suggested retail price greater than \$50,000. This is not a comprehensive list, please contact Us or Our Administrator for eligibility.

"Family Member" means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Yours or Your Domestic Partner's caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

"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 are or a Traveling Companion is directly or 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 Travel Supplier or destination of the Covered Trip, and substantiated by the department of transportation, state police, or other like authority;
- (e) Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation records;
- (f) Avalanche that delays You from reaching Your destination or Your primary residence when returning home; or
- (g) Landslide that delays You from reaching Your destination or Your primary residence when returning home.

"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 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 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, or convalescent home for the aged or similar institution.

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

"Insured" means a person who has enrolled for insurance under this Policy. You and Your also means the Insured.

"Medically Necessary" means that a treatment, service, or supply is: essential for diagnosis, treatment or care of the Accidental Injury or Sickness for which it is prescribed or performed, meets generally accepted standards of medical practice and is ordered by a Physician and performed under his or her care, supervision or order.

"Natural Disaster" means flood, fire, hurricane, tornado, earthquake, tsunami, volcanic eruption, blizzard or avalanche that is due to natural causes.

"Payments or Deposits" means the cash, check, or credit card amounts actually paid for Your Covered Trip. Certificates; vouchers; frequent traveler rewards, miles or points; discounts and/or credits applied (in part or in full) towards the cost of Your Covered Trip are not Payments or Deposits as defined herein.

"Physician" means a licensed practitioner of medical, surgical or dental services acting within the scope of his or her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

"Policy" shall mean this individual Policy document, the Confirmation of Benefits, the Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

"Qualified Diver" means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

"Pre-Existing Condition" means any Accidental Injury, Sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

"Reasonable and Customary / Reasonable and Customary Charges" means an expense which:

- (a) is charged for treatment, supplies, or medical services Medically Necessary to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary charges exceed the actual amount charged.

"Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Covered 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 or to Your primary residence from a Covered Trip.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy.

"Strike" means a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts.

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

"Transportation" means any land, sea or air conveyance required to transport You during an Emergency Medical Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

"Traveling Companion" means person(s) named and traveling under the same reservation as You, person(s) booked to accompany You on Your Covered Trip, person(s) sharing travel arrangements with You, or a person or persons with whom You have coordinated travel arrangements and intend to travel with You during the Covered Trip. Note: A group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

"Travel Supplier" means any entity involved in providing travel services or travel arrangements.

"Unforeseen" means not anticipated or expected, and occurring on or after the Effective Date of the Policy.

“Unqualified Diver” means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverage:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 2 years after the time required for giving Proof of Loss.

MISREPRESENTATION AND FRAUD: Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

SUBROGATION: To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

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

CANCELLATION

Cancellation by the Insured:

You have the right to cancel the Policy at any time by giving advance notice to Our Agent or Us (stating when thereafter the cancellation shall be effective). We will refund any unearned premium to You within 10 days of cancellation.

Cancellation by Us:

This is a single pay, single term, non-renewable Policy. We have no unilateral right to cancel this Policy after the Effective Date of coverage.

SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

ELIGIBILITY: Each Insured must enroll for his or her own insurance and pay any premium due. If accepted by Us, each person will become an Insured.

EFFECTIVE DATE AND POLICY TERM: The Effective Date of Your Policy is shown in the Confirmation of Benefits and remains in effect for the stated term shown in the Confirmation of Benefits.

When Your coverage for Benefits Begins:

Subject to payment of any premium due:

- (a) For Trip Cancellation: Coverage begins at 12:01 A.M. local time, at Your location on the day after the required premium for such coverage is received by Us or Our Administrator as shown in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.
- (b) For Trip Delay: Coverage is in force while en route to and from the Covered Trip.
- (c) For all other coverage: Coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or your actual departure for Your Covered Trip.

When Your Coverage Ends:

Coverage is effective for the stated term shown in Your Confirmation of Benefits. In addition, Your coverage will end at

11:59 P.M. local time on the date which is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change Your Covered Trip (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;
- (e) the date You cancel Your Covered Trip.

EXTENDED COVERAGE:

All coverage under the Policy will be extended, if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by covered reasons specified under Trip Cancellation, Trip Interruption or Trip Delay.

If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.

SECTION IV. COVERAGES

TRIP CANCELLATION

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from taking Your Covered Trip due to any of the Unforeseen events listed below.

We will pay You for the following:

- (a) Non-refundable cancellation charges imposed by the Travel Supplier(s).
- (b) Airfare cancellation charges for flights arranged by the Travel Supplier in connection with Your Covered Trip.
- (c) Additional cost incurred if the Travel Supplier cancels Your Covered Trip for a covered reason and You elect to replace that Travel Supplier with a different Travel Supplier.
- (d) If Your Travel Supplier cancels Your Covered Trip, We will pay up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the airfare.
- (e) The amount of prepaid and non-refundable Payments or Deposits that You paid for the Covered Trip or change fees incurred in place of full penalties.
- (f) Travel agency fees or penalties up to \$100.
- (g) If You used frequent traveler awards (frequent flyer miles or Hotel/Motel rewards) for any part of a Covered Trip, We will pay the fees incurred by You for re-depositing those awards in Your account if the Covered Trip is canceled for any of the reasons described above. This does not increase the total benefits payable under this Trip Cancellation benefit as stated in the Schedule of Benefits.

In no event shall the amount We pay exceed the lesser of the amount You prepaid for the Covered Trip or the maximum benefit shown on the Schedule of Benefits. Coverage does not include Default of a Travel Supplier or other organization that results in loss of services.

SPECIAL CONDITIONS: You must advise the Travel Supplier and Us as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Us as soon as reasonably possible.

TRIP INTERRUPTION

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from continuing or resuming Your Covered Trip due to any of the Unforeseen events listed below.

We will pay You for the following:

- (a) The unused, non-refundable travel arrangements prepaid to the Travel Supplier(s).

- (b) Additional Transportation expenses incurred by You.
- (c) Return air travel up to the lesser of the cost of an economy flight or the amount shown in the Schedule of Benefits.
- (d) Up to the maximum shown in the Schedule of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket to reach the original destination if You are delayed and leave after the Scheduled Departure Date, or return You to the return destination of the Covered Trip as specified in the original travel documents, from the point where You interrupted the Covered Trip, or rejoin the Covered Trip from the point where You interrupted the Covered Trip.
- (e) If You used frequent traveler awards (frequent flyer miles or Hotel rewards) for any part of a Covered Trip, We will pay the fees incurred by You for re-depositing those awards in Your account if the Covered Trip is interrupted for any of the reasons described below.

In no event shall the amount We pay exceed the maximum benefit shown on the Schedule of Benefits.

For Trip Cancellation or Trip Interruption, Unforeseen Events Include:

- (a) Accidental Injury, Sickness or death of You, Your Traveling Companion, Your Family Member, or Your Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) Inclement weather, Natural Disasters, Terrorist Attacks, or mechanical breakdown of the common carrier which results in the complete cessation of travel services at the point of departure or destination for at least 24 consecutive hours.
- (c) Natural Disaster or documented man-made disaster at the point of departure or Your destination which renders Your primary residence or the accommodations at Your destination uninhabitable.
- (d) If within 7 days of Your departure, a politically motivated Terrorist Attack occurs within a 50 mile radius of the territorial City limits of the City to be visited as shown in Your itinerary and the United States government issues a travel advisory indicating that Americans should not travel to a City named on the itinerary.
- (e) Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours.
- (f) You or Your Traveling Companion who are military personnel, are called to emergency duty for a disaster other than war or are called to active military duty, have their leave revoked or are reassigned for reasons other than War.
- (g) You and/or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided You are or Your Traveling Companion are not a party to the legal action or appearing as a law enforcement officer.
- (h) You and/or Your Traveling Companion are the victim of felonious assault; have Your principal place of residence made uninhabitable by fire, flood or other Natural Disaster; or burglary of Your principal place of residence within 10 days of departure.

SINGLE OCCUPANCY

We will pay You, up to the maximum shown on the Schedule of Benefits, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has his or her Covered Trip delayed, canceled, or interrupted for a covered reason and You do not cancel Your Covered Trip.

TRIP CANCELLATION FOR WORK REASONS

This coverage is Optional and must be shown on Your Confirmation of Benefits.

For Trip Cancellation or Trip Interruption, Unforeseen Events Include:

- (a) You are or a Traveling Companion is/are required to work during the Covered Trip. You or Traveling Companion must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of Your or Your Traveling Companion's employer. This benefit only applies if the Policy has been purchased within 14 days of Your initial payment for the Covered Trip.
- (b) Your company is directly involved in a merger or acquisition. You must be an active employee of the company(ies) that is/are merging and You must be directly involved in such an event.

- (c) Your business operations are interrupted by fire, flood, burglary, vandalism, product recall, Bankruptcy, Natural Disaster, or financial Default.
- (d) Your employer is deemed to be unsuitable for business due to burglary, or Natural Disaster and You are or Your Traveling Companion is directly involved as a key employee of the disaster recovery team. This coverage applies only if this Policy was purchased within 14 calendar days of initial payment for the Covered Trip.
- (e) Your transfer by the employer with whom You are employed on the Effective Date of insurance which requires Your principal residence to be relocated.
- (f) You or Your Traveling Companion are terminated, or laid off from employment, from a place of employment for which You have been employed for the past 2 consecutive years.

TRIP DELAY

We will pay You for additional expenses on a one-time basis, up to the maximum shown in the Schedule of Benefits, if You are delayed en route to or from the Covered Trip for 12 or more hours due to a defined Hazard.

Additional expenses include:

- (a) any prepaid, unused, non-refundable land, air, or water accommodations;
- (b) any reasonable additional expenses incurred (meals, accommodations, local Transportation, and telephone calls);
- (c) an economy fare from the point where You ended Your Covered Trip to a destination where You can resume Your Covered Trip; or
- (d) a one-way economy fare to return You to Your originally scheduled return destination.

We will pay the daily benefit shown in the Schedule of Benefits for up to the maximum number of days shown.

MISSED CONNECTION

We will pay the benefit shown in the Schedule of Benefits if You missed Your Covered Trip departure due to cancellation or delay for 3 or more hours of all regularly scheduled airline flights due to Inclement Weather or any delay caused by a Common Carrier. Benefits of up to the amount shown in the Schedule of Benefits are provided to cover additional Transportation expenses needed for You to join the departed Covered Trip. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to You if You are able to meet Your scheduled departure but cancel Your Covered Trip due to Inclement Weather.

ACCIDENT AND SICKNESS MEDICAL EXPENSE

We will pay Reasonable and Customary Charges up to the limit shown on the Schedule of Benefits, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury or Sickness which occurs during the Covered Trip. You must receive initial treatment for Accidental Injuries or Sickness while on the Covered Trip.

“Covered Medical Expenses” are Medically Necessary services and supplies which are recommended by the attending Physician. They include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms, Hospital or ambulatory medical-surgical center services (this will also include expenses for a Cruise ship cabin or Hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a Hospital room for recovery from an Accidental Injury or Sickness);
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines, prosthetics and therapeutic services and supplies;
- (f) emergency dental treatment for the relief of pain.

We will not pay benefits in excess of the Reasonable and Customary Charges. We will not cover any expenses incurred by another party at no cost to You or already included within the cost of the Covered Trip.

We will pay benefits, up to \$250.00, for emergency dental treatment for Accidental Injury to sound natural teeth.



We will advance payment to a Hospital, up to the maximum shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital because of Accidental Injury or Sickness.

ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table below. The loss must occur within 365 days after the date of the Accident causing the loss. The Principal Sum is shown on the Schedule of Benefits.

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

TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both Hands Or Both Feet	100%
Sight Of Both Eyes	100%
One Hand And One Foot	100%
Either Hand Or Foot And Sight Of One Eye	100%
Either Hand Or Foot	50%
Sight Of One Eye	50%
Speech And Hearing In Both Ears	100%
Speech	50%
Hearing In Both Ears	50%

"Loss" with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints; or
- (b) eye means an entire and irrecoverable loss of sight; or
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

No benefit is payable for loss resulting from or due to stroke, cerebral vascular, or cardiovascular Accident or event; myocardial infarction (heart attack); coronary thrombosis, or aneurysm.

EXPOSURE: We will pay benefits for covered Losses which result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE: We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

ACCIDENTAL DEATH AND DISMEMBERMENT - COMMON CARRIER (AIR ONLY)

We will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses above, 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 Covered Trip. The loss must occur within 365 days after the date of the Accident causing the loss. The Principal Sum is shown on the Schedule of Benefits.

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%

"Loss" with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints; or
- (b) eye means an entire and irrecoverable loss of sight; or
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

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.

EXPOSURE: We will pay benefits for covered Losses which result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE: We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

EMERGENCY MEDICAL EVACUATION

We will pay, subject to the limitations set out herein, for Covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an Accidental Injury or Emergency Sickness that warrants Your Emergency Medical Evacuation while You are on a Covered Trip. Benefits payable are subject to the Maximum Benefit per Insured shown on the Schedule of Benefits for all Emergency Medical Evacuations due to all injuries from the same Accident or all Emergency Sickness from the same or related causes.

A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Medical Evacuation and must certify that the severity of Your Accidental Injury or Emergency Sickness warrants Your Emergency Medical Evacuation to the closest adequate medical facility. The Assistance Company or We must review and approve the necessity of the Emergency Medical Evacuation based on the inadequacy of local medical facilities. The Emergency Medical Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

Covered Emergency Medical Evacuation expenses are those for Medically Necessary Transportation, including Reasonable and Customary medical services and supplies incurred in connection with Your Emergency Medical Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; and (b) required by the standard regulations of the conveyance transporting You; and (c) reviewed and pre-approved by the Assistance Company.

We will also pay Reasonable and Customary expenses, for escort expenses required by You, if You are disabled during a Covered Trip and an escort is recommended in writing by an attending Physician and such expenses are pre-approved by the Assistance Company.

If You are hospitalized for more than 7 days following a Covered Emergency Medical Evacuation, We will pay, subject to the limitations set out herein, for expenses:

- (a) to return to the United States where You reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Accidental Injury or Emergency Sickness occurred and were left alone. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel tickets per person;
- (b) to bring 1 person chosen by You to and from the Hospital or other medical facility where You are confined if You are alone, but not to exceed the cost of 1 round-trip economy airfare ticket.

In addition to the above Covered Expenses, if We have previously evacuated You to a medical facility, We will pay Your airfare costs from that facility to Your primary residence, within 1 year from Your original Scheduled Return Date, less

refunds from Your unused Transportation tickets. Airfare costs will be economy, or first class if Your original tickets are first class. This benefit is available only if it is not provided under another coverage in the Policy.

REPATRIATION OF REMAINS

We will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Covered Trip. No payment will exceed the maximum shown on the Schedule of Benefits.

Covered Expenses include: The collection of the body of the deceased; the transfer of the body to a professional funeral home; embalming and preparation of the body or cremation if so desired; standard shipping casket; any required consular proceedings; the transfer of the casket to the airport and boarding of the casket onto the plane; any required permits and corresponding airfare; and the transfer of the deceased to its final destination. All Covered Expenses must be approved in advance by the Assistance Company.

BAGGAGE DELAY / BAGGAGE DELIVERY

We will pay You, up to the maximum shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours, while on a Covered Trip.

If Your Checked Baggage is delayed after You have reached Your destination and the Common Carrier makes a charge for delivery, We will pay the reasonable cost up to the Baggage Delivery Maximum Benefit shown on the Schedule of Benefits to deliver Your Checked Baggage to Your Destination. A copy of the delivery invoice and verification of the delay or misdirection by the Common Carrier must be submitted with the claim.

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 and receipts for the purchase or replacement of necessary personal effects must accompany any claim.

BAGGAGE/PERSONAL EFFECTS

We will pay You up to the maximum shown on the Schedule of Benefits, for loss, theft or damage to Baggage and personal effects, provided You, Your Traveling Companion or Your Family Member has taken all reasonable measures 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 Covered Trip. If You have checked Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

There is a per article limit of \$100. There is a combined maximum limit of \$250 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; sports equipment; personal computers; radios; cameras; camcorders and their accessories and related equipment; and other electronic items.

We will pay You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement. We will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Trip and if You have complied with all credit card conditions imposed by the credit card companies.

We will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of loss, theft or damage to Baggage and Personal Effects; or
- (b) the cost of repair or replacement.

Prescription Drug Replacement: If, while on a Covered Trip, Your medically required prescription drugs for the treatment of Your Sickness or Accidental Injury are lost, stolen or damaged, We will pay You for costs up to the Maximum Benefit shown on the Schedule of Benefits for their replacement. The prescribing Physician must authorize the replacement and it must be legally permissible to replace the prescription in the jurisdiction in which the loss, theft or damage occurs.

RENTERS COLLISION INSURANCE

This coverage is Optional and must be shown on Your Confirmation of Benefits.

If You rent a car while on the Covered Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control, while in Your possession, We will pay the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car, meaning purchase price less depreciation; or
- (c) The amount shown on the Schedule of Benefits.

Coverage is provided to You and Your Traveling Companions, provided You and Your Traveling Companions are licensed drivers, and are listed on the rental agreement.

You must perform the following duties in the event of loss:

- (a) Take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- (b) Report the loss to the appropriate local authorities and the rental company as soon as reasonably possible;
- (c) Obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
- (d) Provide Us with all documentation such as rental agreement, police report and damage estimate.

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable Deductible.

SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars. The following provisions will apply to all benefits.

PAYMENT OF CLAIMS: We, or Our authorized designee, 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 otherwise designated by You, benefits for Loss of life will be paid to the following surviving beneficiaries in the order shown:

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only 1 survives;
- (d) Your brothers and sisters jointly; or
- (e) Your estate.

All other claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

NOTICE OF CLAIM: Written notice of claim must be given by the Claimant (either You or someone acting for You) to Us or our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the address shown on the Schedule of Benefits, or to Our Administrator.

PROOF OF LOSS: The Claimant must send Us or our authorized Administrator Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible.

OTHER INSURANCE WITH US: You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

PHYSICAL EXAMINATION AND AUTOPSY: We have the right to physically examine a claimant as often as needed while a claim is pending. We may choose the Physician. We also have the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at Our expense.

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

NOTICE OF LOSS: If Your covered property is lost, stolen or damaged, You must:

- (a) notify Us, or Our Administrator as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage; and
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

PROOF OF LOSS: You or Your designated representative must furnish Us or Our authorized Administrator, with Proof of Loss. This must be a detailed statement. It must be filed with Our authorized Administrator or Us within 90 days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under the Policy.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of Loss and the value involved to Us.

BENEFIT TO BAILEE: This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation (and if applicable, Trip Cancellation for Work Reasons), Trip Interruption, Single Occupancy, Trip Delay, Missed Connection, Accident and Sickness Medical Expense, Accidental Death and Dismemberment, Accidental Death and Dismemberment – Common Carrier (Air Only), Emergency Medical Evacuation, Repatriation of Remains, Baggage Delay / Baggage Delivery, Baggage / Personal Effects, and Renters Collision Insurance.

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth;
4. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;
5. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
6. Mental or emotional disorders, unless hospitalized;
7. Participating in bodily contact sports; skydiving; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; spelunking or caving; or rock climbing;
8. Participation as a professional athlete;

9. Participation in any military maneuver or training exercise, police service, or any loss while You are in the service of the armed forces of any country. Orders to active military service for training purposes of 2 months or less will not constitute service in the armed forces. Upon notice to Us of entering the armed forces, We will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
10. Participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
11. Adventure Sports, as defined;
12. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
13. Services not shown as covered;
14. Curtailment or delayed return for other than covered Unforeseen reasons;
15. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due You;
16. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
17. Traveling for the purpose of securing medical treatment;
18. Expenses for Custodial Care, whether recommended by a Physician or not;
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. Accidental Injury or Sickness when traveling against the advice of a Physician;
21. Venereal disease or syphilis or other sexually transmitted disease;
22. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen;
23. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; or Your participation in any military maneuver or training exercise;
24. Your participation in civil disorder, riot or a felony;
25. Care or treatment which is not Medically Necessary; or
26. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
27. 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.

The following exclusions apply to Baggage Delay / Baggage Delivery, and Baggage / Personal Effects. We will not provide benefits for any loss or damage to:

1. animals;
2. automobiles and automobile equipment; trailers; motors; motorcycles;
3. boats or other vehicles or conveyances;
4. aircraft;
5. bicycles (except when checked as Baggage with a Common Carrier);
6. eye glasses, sunglasses or contact lenses;
7. artificial teeth and dental bridges;
8. hearing aids; prosthetic limbs;
9. keys, money, stamps, securities and documents;
10. tickets;
11. art objects and musical instruments;
12. consumables including medicines, perfumes, cosmetics, and perishables;
13. professional or occupational equipment or property, whether or not electronic Business Equipment;
14. telephones, computer hardware or software; or
15. property illegally acquired, kept, stored or transported.

The following exclusions apply to Baggage Delay / Baggage Delivery, and Baggage / Personal Effects. Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. insects or vermin;
3. inherent vice or damage while the article is actually being worked upon or processed;

4. confiscation or expropriation by order of any government;
5. radioactive contamination;
6. war or any act of war whether declared or not;
7. property shipped as freight or shipped prior to the Scheduled Departure Date.
8. delay or loss of market value;
9. indirect or consequential loss or damage of any kind;
10. theft or pilferage while left unattended in any vehicle if the vehicle is not property secured;
11. electrical current including electric arching that damages or destroys electrical devises or appliances;
12. mysterious disappearance;
13. confiscation or expropriation by order of any government.

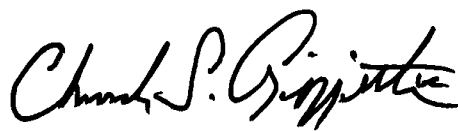
The following exclusions apply to Renters Collision Insurance:

1. Any obligation You assume under any agreement (except insurance collision Deductible);
2. Rentals of trucks, campers, trailers, off-road vehicles, motor bikes, motorcycles, recreational vehicles, limousines or other commercial or Exotic Vehicles;
3. Any Loss which occurs if You are in violation of the rental agreement;
4. Failure to report the loss to the proper local authorities and the rental company;
5. Damage to any other vehicle, structure or person as a result of a covered Loss;
6. Glass damage;
7. Overhead damage;
8. Tire damage;
9. Antique motor vehicles;
10. Any contents in the rental car;
11. Any Loss as the result of physical damage or loss attributable to mechanical breakdown or failure, wear and tear, gradual deterioration, corrosion, rust or freezing or any neglect or abuse of the vehicle by You.

In witness whereof American Modern Home Insurance Company has caused this Policy to be signed by its President and Secretary, at Amelia, Ohio.



President



Secretary

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

If You live in one of the states listed below, the following provisions are either added, amended, deleted in their entirety or replaced by the following.

Alabama

SECTION II. GENERAL PROVISIONS:

LEGAL ACTIONS. The time period by which a legal action relating to this Policy must be filed is governed by Alabama law.

MISREPRESENTATION AND FRAUD:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof. Your coverage shall be void if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

Arkansas

SECTION I. GENERAL DEFINITIONS:

Punitive Damages and Exemplary Damages mean damages imposed to punish a wrongdoer and to deter others from similar conduct.

SECTION II. GENERAL PROVISIONS:

LEGAL ACTIONS: No actions at law or in equity shall be brought to recover on the Policy prior to the expiration of the time allowed by law after Proof of Loss has been furnished in accordance with requirements of this Policy.

This policy is issued and underwritten by American Modern Home Insurance Company, P.O. Box 5323, Cincinnati, OH 45201-5323
Telephone: 1-800-543-2644, Customer Service Option 2

Your agent's and our administrator's name, address and telephone number are printed on your confirmation of benefits page. Inquiries concerning your policy can be made by contacting your agent, our administrator, or by calling American Modern Home Insurance Company Customer Service at the phone number listed above.

If we at American Modern Home Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact: Arkansas Insurance Department, 1200 West Third Street, Little Rock, Arkansas 72201, 501-371-2640 or 800-852-5494.

California

This policy is issued and underwritten by American Modern Home Insurance Company, doing business as American Modern Insurance Company in the State of California.

Purchase of Travel Insurance is not required in order to purchase any other product or service offered by the travel retailer. This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverage. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Colorado

SECTION I. GENERAL DEFINITIONS:

Family Member also means a person related to the individual named Insured by blood, adoption, marriage or civil union

recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child.

The following definition is added:

"Spouse" means a spouse or party to a civil union recognized under Colorado law.

Connecticut

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

MISREPRESENTATION AND FRAUD: Your coverage shall be void if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage. However, after 2 years from the date of enrollment, no misstatements made, during enrollment may be used to void the coverage or deny any claim for loss incurred after the 2 year period.

SUBROGATION: To the extent allowed by law, We, upon making any payment or assuming liability of recovery for You against any person or corporation, may bring an action in Your name to enforce such rights. This provision does not apply to judicial awards of damages.

SECTION IV. COVERAGES

Accident and Sickness Medical Expense, Baggage / Personal Effects: Excess Insurance Limitation is deleted in its entirety.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

2. Commission or the attempt to commit a felony by an Insured, Traveling Companion, or Family Member, whether insured or not;
5. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for the Insured. Accidental ingestion of a poisonous food substance or accidental consumption of a controlled drug is not excluded;
6. Mental, nervous, emotional, or personality disorders in any form whatsoever unless the Insured is hospitalized for 3 consecutive days or more after the Policy Effective Date;
19. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, except as provided elsewhere in this Policy, committed by an Insured, Traveling Companion or Family Member, whether insured or not; unless suicide results in the death of a non-traveling immediate Family Member;
26. Civil disorder;

District of Columbia

The following sentence is added to page 1: THIS IS A LIMITED BENEFIT POLICY.

SECTION I. GENERAL DEFINITIONS:

"Domestic Partner" means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the effective date of coverage, or a Domestic Partner registered under the definition of Domestic Partner as defined by D.C. Official Code §32-701(3) and §32-701(4).

Georgia

SECTION II. GENERAL PROVISIONS:

MISREPRESENTATION AND FRAUD: Your coverage shall be denied and coverage shall be cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

Hawaii

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

25. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

Illinois

SECTION I. GENERAL DEFINITIONS:

The following definition is added: Under the Influence of Intoxicants is defined and determined by the laws of the state where the loss or cause of loss was incurred.

SECTION II. GENERAL PROVISIONS:

SUBROGATION: We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that sickness or injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the third party admits liability.

Kansas

The following is added to page 1 of the Policy: THIS IS A LIMITED POLICY, PLEASE READ IT CAREFULLY.

SECTION I. GENERAL DEFINITIONS:

"Reasonable and Customary / Reasonable and Customary Charges" mean charges that are based on the most frequently charged fees by Physicians in the same geographical locality for a comparable service or supply. The data for determining Reasonable and Customary charges is updated at least every 6 months actually incurred which do not exceed the maximum limits shown in the Confirmation of Benefits. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Covered Trip.

"Misrepresentation or Fraud" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving Proof of Loss.

MISREPRESENTATION AND FRAUD: Your coverage shall be void if, whether before or after a loss, You have committed Misrepresentation or Fraud as defined above.

The following is added to the **SUBROGATION** provision: This section does not apply to covered expenses for Medical, Surgical, Hospital or Dental treatment.

ENTIRE CONTRACT - CHANGES: This Policy, including any attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

CLAIM FORMS: When We receive a notice of claim, forms for filing Proof of Loss will be sent to You. If claim forms are not

furnished within 15 days after the giving of such notice You shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting within the time fixed in the Policy for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from the date of issue of this Policy, no misstatements, except fraudulent misstatement, made by the applicant in the application for this Policy shall be used to void the Policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2 year period. No claim for injury or Sickness incurred commencing from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of Loss has existed prior to the Effective Date of coverage of this Policy. Specific description shall mean a disease or physical condition that meets the definition of a "Pre-Existing Condition" as defined in this Policy.

SECTION IV. COVERAGES

Accident and Sickness Medical Expense, Baggage / Personal Effects: Excess Insurance Limitation is deleted in its entirety.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

The following is added to the **PAYMENT OF CLAIMS** provision: Payment will be paid immediately upon receipt of due written proof of loss.

Louisiana

The following applies to all Policy Sections: The term Domestic Partner is deleted wherever used in this Policy.

SECTION II. GENERAL PROVISIONS:

The following is added to the **MISREPRESENTATION AND FRAUD** provision: The fraud or misrepresentation must be made with the intent to deceive and must be material to the risk assumed for avoidance to occur.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

The following is added to the **PAYMENT OF CLAIMS** provision: Claims will be paid within thirty (30) days of receipt by Our authorized Administrator or Us of satisfactory Proof of Loss.

PROOF OF LOSS: You or Your designated representative must furnish Us or Our authorized Administrator, with Proof of Loss. This must be a detailed statement. It must be filed with Our authorized Administrator or Us within ninety (90) days from the date of Loss or as soon as practicable thereafter. Failure to comply with these conditions shall not invalidate any claims under this Policy unless Your or Your designated representative's action or inaction prejudiced Us in the presentation of a Loss or caused Us to incur a Loss.

Maine

SECTION I. GENERAL DEFINITIONS:

The definition of Actual Cash Value is deleted in its entirety and replaced with the following:

Actual Cash Value means replacement cost at the time of the loss, less the value of physical depreciation. Physical depreciation is a value determined by standard business practices.

SECTION II. GENERAL PROVISIONS:

MISREPRESENTATION AND FRAUD: Your coverage shall be denied or cancelled, whether before or after a Loss, if You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

SECTION IV. COVERAGES:

The following is added to **ACCIDENTAL DEATH AND DISMEMBERMENT:** Notwithstanding any provisions to the

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

contrary, accidental death and double dismemberment amounts payable under this Policy shall be at least \$2,000; single dismemberment amounts payable under this Policy shall be at least \$1,000.

The following is added to EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE: Notwithstanding any provisions to the contrary, the daily benefit for Hospital confinement payable under this Policy shall not be less than \$50 per day and not less than 31 days during any one period of confinement for each person insured under this Policy and will be paid regardless of other coverage.

SECTION V. CLAIMS PROCEDURES AND PAYMENTS:

The following is added to the PAYMENT OF CLAIMS Provision: Indemnities payable under the Policy for any loss will be paid immediately upon receipt of due written proof of such loss. All claims shall be paid within thirty (30) days following receipt by Us of due Proof of Loss. Failure to pay within such period shall entitle You to interest at the rate of 1.5% per month during the continuance of the period for which We are liable. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

25. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

Maryland

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy within 3 years from the date it accrues.

MISREPRESENTATION AND FRAUD: Your coverage may be cancelled mid-term if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance in connection with the application, policy or presentation of a claim.

Minnesota

Section II. GENERAL PROVISIONS:

The following is added to the MISREPRESENTATION AND FRAUD provision: No oral or written misrepresentation made by the insured, or in the insured's behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

The following is added to the SUBROGATION provision: This provision does not apply to persons or organizations also insured under this Policy or another Policy issued by Us.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

NOTICE OF CLAIM: Notice of claim must be given by the Claimant (either You or someone acting for You) to Us or our authorized designee within 20 days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the address shown on the Confirmation of Benefits or to Our authorized designee.

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which

you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association, 7600 Parklawn Avenue, Ste. 460, Edina, Minnesota 55435, (612)831-1908.

The *maximum amount* the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is *limited to \$300,000*. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY OR LIABILITY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE OR LIABILITY POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

Mississippi

SECTION II. GENERAL PROVISIONS:

LEGAL ACTIONS No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving Proof of Loss.

ENTIRE CONTRACT: The Policy, including endorsements and any attached papers constitute the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

CLAIM FORMS: When We receive a notice of claim, forms for filing Proof of Loss will be sent to You. If claim forms are not furnished within 15 days after the giving of such notice You shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting within the time fixed in the Policy for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

TIME LIMIT ON CERTAIN DEFENSES: After 2 years from the date of issue of this Policy, no misstatements, except fraudulent

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

misstatement, made by the applicant in the application for this Policy shall be used to void the Policy or to deny a claim for loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2 year period.

CHANGE OF BENEFICIARY: The right to change the beneficiary is reserved to You. The consent of the beneficiary shall not be a prerequisite to the surrender of this Policy or to any change of beneficiary, or any other changes to this Policy.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

The following is added to **PAYMENT OF CLAIMS:** Upon receipt of a written notice of claim, We will furnish any forms required to file a Proof of Loss. If We fail to furnish such forms within 15 days after receipt of notice of claim, the claimant shall be deemed to have complied with Proof of Loss requirements upon submitting written proof of loss covering the occurrence within the timeframe for Proof of Loss outlined in the Policy.

NOTICE OF CLAIM: Written notice of claim must be given by the Claimant (either You or someone acting for You) to Our authorized Administrator or Us within 30 days after a covered Loss first begins or as soon as reasonably possible. Notice given by or on behalf of You or the beneficiary to Our authorized Administrator including Your name, the Travel Supplier's name and the Policy number shall be deemed notice to Us. Notice should be sent to Our administrative office, at the address shown on the Confirmation of Benefits or to Our authorized Administrator.

The following is added to the **PROOF OF LOSS** provisions: Failure to furnish such Proof of Loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

TIME PAYMENT OF CLAIMS: Indemnities payable under the Policy for any Loss will be paid immediately upon receipt of due written proof of such Loss. All claims shall be paid within 25 days following receipt by Us of due Proof of Loss when acceptable Proof of Loss is filed electronically and 35 days for Proofs of Loss filed in a format other than electronic. If payment is not made within these timeframes, We will provide You with the reason(s) the claim is not payable or advise You of the additional information necessary to process the claim. Once such additional information is provided, the balance of the claim that is payable will be paid with 20 days of receipt of such additional information. Failure to pay within such time periods shall entitle You to interest at the rate of 1.5% per month from the date payment was due until final claims settlement or adjudication.

PHYSICAL EXAMINATION AND AUTOPSY: We, or Our designated representative, at their own expense, have the right to have You examined as often as reasonably necessary while a medical claim is pending. We, or Our designated representative, also have the right to have an autopsy performed unless prohibited by law.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

2. Commission or the attempt to commit a felony or for which a contributing cause was the covered person's engagement in an illegal occupation;

Missouri

SECTION I. GENERAL DEFINITIONS:

"Dependent Child(ren)" means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is less than age 26 and primarily Dependent on You for support and maintenance.

"Dependent" means lawful spouse and/or unmarried children under 26 years of age.

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 10 years after the time required for giving Proof of Loss.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

The following is added to the **PROOF OF LOSS** provision: Failure to furnish Proof of Loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity later than 1 year from the time proof is otherwise required.

Montana

SECTION I. GENERAL DEFINITIONS:

"Dependent Child(ren)" means one or more of Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 25; and:

(i) who is not eligible for coverage under a group health plan offered by the child's employer for which the child's premium contribution is no greater than the premium amount for coverage as a dependent under a parent's individual or group health plan; and

(ii) is not a named subscriber, insured, enrollee, or covered individual under any other individual health insurance coverage, group health plan, government plan, church plan, or group health insurance; and

(iii) who is not entitled to benefits under 42 U.S.C. 1395, et seq., and

(iv) for whom the parent has requested coverage; or a child or children of any age who is disabled and dependent upon the parent as provided in 33-22-506 and 33-30-1003.

"Reasonable and Customary/Reasonable and Customary Charges" means actual expenses incurred which do not exceed the maximum limits shown in the Confirmation of Benefits, under each stated benefit.

SECTION II. GENERAL PROVISIONS:

CONTROLLING LAW: 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.

Nevada

SECTION I. GENERAL DEFINITIONS:

The following is added to the definition of Pre-Existing Condition: Such conditions as described here shall continue to be a Pre-Existing Condition until the earlier of the Policy expiration date or 12 consecutive months beginning with the effective date of coverage.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

Exclusion 5. is deleted in its entirety.

North Carolina

SECTION I. GENERAL DEFINITIONS:

The definition of Hospital is revised by the addition of the following: Hospital also means:

1. A place that is accredited as a Hospital by the Joint Commission on Accreditation of Hospitals, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).

2. A duly licensed State tax-supported institution, including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss. The SUBROGATION provision is deleted in its entirety.

North Dakota

SECTION I. DEFINITIONS:

"Dependent" means a lawful spouse or Domestic Partner and/or unmarried children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) under age twenty-three and primarily dependent on You for support and maintenance; or (2) who at least 23 but less than age 26 and who regularly attends an accredited school or college, and who is primarily dependent on You for support and maintenance.

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

Oregon

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

5. Expenses incurred as a result of being under the influence of drugs or intoxicants, as determined by the legal level of intoxication, unless prescribed by a physician;
25. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

South Dakota

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 6 years after the time required for giving Proof of Loss.

SECTION IV. COVERAGES

Accident and Sickness Medical Expense, Baggage / Personal Effects: Excess Insurance Limitation is deleted in its entirety.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

2. Commission of a felony by You, Your Traveling Companion, or Family Member, whether insured or not;
5. Expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony;

Tennessee

The following is added to page 1 of the Policy: This Policy is Underwritten By: American Modern Home Insurance Company / 7000 Midland Blvd / Amelia, OH 45102-2607 / 800-543-2644.

SECTION I. GENERAL DEFINITIONS:

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

"Dependent Child(ren)" means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 24 and primarily dependent on You for support and maintenance; or who is at least age 24 and who

regularly attends an institution of learning; and who is primarily dependent on You for support and maintenance.

"Emergency Sickness" means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; the severe or acute symptom occurs suddenly and unexpectedly; and the severe or acute symptom occurs while coverage is in force as to You suffering the symptom and during Your Covered Trip. Emergency Sickness also includes a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to potentially result in: (a) placing the person's health in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

The following is added to Notice of Claim: A claim form will be sent to You within 15 days of Our receipt of Your Notice of Claim. If such form is not furnished within fifteen (15) days after the giving of such notice, You shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The fully completed claim form must be returned to Us or our Administrator with:

1. Written proof of loss.
2. Any other documentation that We may reasonably request.

All these required items, including the claim form, must be postmarked within 90 days or as soon as reasonably possible of the date of loss. Otherwise, the claim may be denied.

PROOF OF LOSS: You must send Us, or Our designated representative, Proof of Loss within 180 days or as soon as reasonably possible 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 reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

Utah

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

PROOF OF LOSS: You or Your designated representative must furnish Us or Our authorized Administrator Proof of Loss within ninety (90) days from the date of Loss unless You can show it was not reasonably possible to submit Your claim within ninety (90) days. This must be a detailed statement. Failure to file the Proof of Loss within ninety (90) days does not invalidate the claim if You can show it was not reasonably possible to file it within ninety (90) days.

Washington

The TEN DAY FREE LOOK provision is deleted.

SECTION II. GENERAL PROVISIONS:

MISREPRESENTATION AND FRAUD: Your coverage shall be void if, whether before or after a Loss, You have intentionally concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You intentionally commit fraud or intentional

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

material misrepresentations in connection with this insurance coverage.

SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE:

EFFECTIVE DATE AND POLICY TERM: The Effective Date of Your Policy is shown in the Confirmation of Benefits and remains in effect for the stated term shown in the Confirmation of Benefits. This is a short-term Travel Insurance Policy; coverage will be provided only for trips of 90 consecutive days or less.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

25. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

Wisconsin

SECTION II. GENERAL PROVISIONS:

SUBROGATION: To the extent We pay for a Loss suffered by You, We will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the Loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your

designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole, taking into account comparative negligence, with regard to any claim payable under the Policy.

SECTION V. CLAIMS PROCEDURES AND PAYMENT:

PROOF OF LOSS. You or Your designated representative must furnish Us or Our authorized Administrator, with Proof of Loss. This must be a detailed statement. It must be filed with Our authorized Administrator or Us within 1 year or as soon as reasonably possible of the date of loss. Otherwise, the claim may be denied.

Wyoming

SECTION II. GENERAL PROVISIONS:

LEGAL ACTIONS: No actions at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with requirements of this Policy. No such action shall be brought after expiration of forty-eight (48) months after the date of discovery.

Fraud Warning Notice

This document forms a part of your request, application, or enrollment for Travel Insurance.

States Except For Those Listed Below

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Alabama

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Applicable in Alaska

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in Arizona

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Louisiana, Rhode Island, West Virginia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in California

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Applicable in Delaware

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Applicable in District of Columbia

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**AMERICAN MODERN HOME INSURANCE COMPANY
TRAVEL INSURANCE POLICY – STATE EXCEPTIONS – ALL PROGRAMS & PLANS TEMPLATE**

Applicable in Hawaii

Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in Idaho

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in Kansas

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purposes of misleading, information concerning any fact material thereto.

Applicable in Kentucky

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Applicable in Maine

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Applicable in Maryland

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in New Jersey

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in Tennessee, Washington

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

American Modern Insurance Group

PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

The companies of the American Modern Insurance Group ("American Modern") respect you and your right to privacy. We value your trust. So, we want you to know our policies and procedures that protect the privacy of your Nonpublic Personal Information (NPI). We also want you to know your rights regarding NPI that we receive about you. Thirdly, we want you to know how we gather NPI about you and how we protect its privacy.

In the course of doing business, we receive NPI related to insurance products and services we provide. These products and services are primarily for personal, family and household purposes. We currently do not share your NPI with any third parties not affiliated with American Modern except as required or permitted by law. We have no intention of doing so without proper authorization from you.

The terms of this Notice apply to individuals who inquire about or obtain insurance from one of the American Modern companies. We will send current policyholders a copy of our most recent Privacy Notice and Notice of Information Practices. We will do so at least annually. We will also send you a Notice if we make changes affecting your rights under our privacy policy. We reserve the right to modify or supplement our privacy policy at any time in accordance with applicable law. This Notice applies to current and former customers of American Modern. This Notice does not in any way affect your insurance coverage. You can find this Notice online on our Website at www.amig.com.

I. WHAT KIND OF INFORMATION WE COLLECT ABOUT YOU

We get most of our NPI about you directly from insurance applications and other forms that you or your insurance representative provide to us. Some examples of NPI include your name, address, income level, Social Security number and certain other financial information. Often, the NPI you provide to your insurance representative at the time you apply gives us everything we need to evaluate you or your property for insurance purposes. But, there are times when we may need more NPI or may need to verify NPI that you have provided. In those cases, we may obtain NPI from outside sources. We will do so at our own expense.

It is common for an insurance company or other financial services company to contact independent sources. Such sources verify and supplement NPI given on an application for insurance or other financial services products. There are many such independent companies. These are commonly called "consumer reporting agencies". They are in the

business of providing independent NPI to insurance companies. We will treat the NPI we receive about you from independent sources according to the terms of this Notice.

You have the right to contact any of the agencies we have used to prepare a report on you. If you wish, please submit your request in writing to the address shown below. Upon our receipt of your written request, we will provide you with the name and address of any agency used to prepare a report on you. Please note that your request must follow the procedures outlined under Sections V. and VI. below.

Once you become a customer of ours, our records on you may contain NPI about our experiences and transactions with you. Such NPI may include coverage, premiums and payment history. It may also include any claims you make under your policy. Any NPI that we collect in connection with a claim will be kept in accordance with this Privacy Notice. We will keep NPI collected by a claims representative and any police or fire report. We may, though, give NPI about claims to one or more insurance support organizations or another insurer. We may do so to underwrite a risk properly. We may also do so to prevent or prosecute fraud, or to detect criminal activity. We may also obtain NPI about you from a report prepared by an insurance support organization. The NPI may be kept by the support organization and provided to other persons.

Each American Modern company may disclose NPI about you to an affiliate regarding its transactions and experiences with you for marketing purposes without obtaining prior authorization. The law does not allow customers to restrict this disclosure. Such NPI may include your payment and claims history. We do not currently share other credit-related NPI about you, except as allowed or required by law.

II. WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU

We will keep NPI we have about you in our insurance policy or other records. We will refer to and use that NPI in order to issue and service insurance policies and other financial products. We will also use it to settle claims. Generally, we will not disclose NPI about you in our records to any organization not affiliated with American Modern without your prior permission. But, we may, as allowed by law, share NPI about you contained in our records with certain persons or organizations that are not affiliated with American Modern such as:

- * your insurance representative;

- * medical professionals;
- * other insurance companies, agents or consumer reporting agencies as NPI is needed in connection with any insurance application, policy or claim involving you;
- * our affiliated companies;
- * persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- * persons or organizations who use the NPI to perform a business, professional or insurance function for us;
- * persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual NPI may be identified in any research study report;
- * adjusters, appraisers, auditors, investigators and attorneys;
- * persons or organizations that perform services, functions or marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; and
- * a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

Health Information

Except as allowed or required by law, we will not use or share any personally identifiable health information about you, other than as follows. We will use such information to underwrite or administer your policy, claim or account, or in a manner as previously disclosed to you by us when we collected it. The above will not apply if we have obtained your written consent to share information.

III. RESPONSIBILITIES OF OTHER PARTIES

This Notice applies only to the American Modern companies. It does not necessarily reflect the privacy standards of other financial institutions or independent agents with whom you do business. Their privacy policies and information practices govern how they collect, use and disclose NPI about you. As described above, we may disclose your nonpublic personal financial or health information to third parties. When we do so, we will require them to use such NPI only for its intended purpose in accordance with applicable law.

IV. WHO HAS ACCESS TO YOUR INFORMATION IN OUR RECORDS

At present, American Modern uses a system of passwords and other physical, electronic and procedural safeguards to protect your NPI. They are designed to protect confidentiality, limit access, and prohibit unlawful disclosure of your NPI. We train our employees about the policies and rights provided under this Notice. We also train them on the importance of protecting customer NPI. Employees who violate our policy in any way are subject to being disciplined. This could include actions up to and including termination of employment. Also, we evaluate our information security practices relevant to changes in technology. We will do so to determine ways to increase the protections outlined above.

V. HOW YOU CAN REVIEW RECORDED INFORMATION WE HAVE ABOUT YOU

Access to Information

You have the right to review and receive most of the NPI we collect about you. As permitted or required by law, some legal and medical documents will not be provided. To access your NPI, please submit a notarized request to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier. We will let you know the nature and substance of the NPI about you in our files. We will tell you with whom we have shared the information in the last two years. We will identify the source of the information if the source is an institutional one.

Correction of Information

If you believe your NPI is incorrect, please send a notarized request for correction to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier.

If we agree with you, we will correct the NPI and notify you of the correction. We will notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person. We will also provide the corrected information to any insurance support organization to which we have provided your NPI within the last seven years.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is incorrect. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we have disclosed the disputed NPI to that person in the past two years.

VI. HOW TO CONTACT US

Once you have read this, if you have any questions about our privacy policy or the NPI kept in our records about you, please write to us at the address shown below:

AMERICAN MODERN INSURANCE GROUP
7000 Midland Boulevard
Amelia, Ohio 45102-2607
Attn: Privacy Compliance Office

The American Modern Insurance Group's Privacy Notice and Notice of Information Practices are provided on behalf of the following companies:

American Modern Property and Casualty Insurance Company
American Modern Insurance Group, Inc.
American Family Home Insurance Company d/b/a in California AFH Insurance Company
American Modern Home Insurance Company d/b/a in California American Modern Insurance Company
American Modern Home Service Company
American Modern Insurance Company of Florida, Inc.
American Modern Lloyds Insurance Company
American Western Home Insurance Company
American Southern Home Insurance Company
American Modern Select Insurance Company
American Modern Surplus Lines Insurance Company
Lloyds Modern Corporation
Marbury Agency, Inc.
Midwest Enterprises, Inc.
The Atlas Insurance Agency, Inc.
Copper Leaf Research

Summary of Plan Benefits

Important

This document provides only a summary of the Plan Benefits. This document is not Your Purchase Confirmation. Your Purchase Confirmation and applicable Plan Documents are provided to You at time of purchase.

Satisfaction Guarantee

If You are not satisfied for any reason, You may return Your Plan Documents to us within 10 days after receipt. Your plan payment will be refunded, provided You have not filed a claim or departed on Your Trip. When so returned, the Plan Documents are void from the beginning.

One Call Worldwide Travel Services Network

One Call Travel Services Network provides: medical, legal and travel assistance services available 24 hours a day/365 days a year. A complete list of these services is included in Your Plan Documents. To contact One Call:

Within U.S.A. & Canada
1-855-878-9588

Outside U.S.A. & Canada
1-603-328-1329

This document provides a brief summary of the plan. If there is a conflict between this document and a plan provision, the plan provision shall prevail.

Plan Information

Product:	Explorer Plan
Plan #:	N300E

Schedule of Benefits - N300E

Confirmation of Coverage

Plan Benefits	Maximum Benefit Amount
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Trip Cancellation	Up To Trip Cost*
Single Occupancy.....	Included
Trip Interruption	Up To Trip Cost*
Trip Delay (Up to \$250 Per Day)	\$1,500
Accidental Death and Dismemberment	\$10,000
Medical Expense/Emergency Evacuation	
Emergency Accident or Sickness Medical Expense...	\$100,000
Emergency Evacuation or Repatriation of Remains...	\$500,000
Emergency Dental Treatment.....	\$750
Hospital Advancement.....	\$500
Non-Medical Emergency Evacuation	\$25,000
Baggage/Personal Effects	\$3,000
Per Article Limit	\$1,500
Combined Maximum Limit	\$500**
Baggage Delay (Up to \$150 Per Day)	\$750
Collision Damage Waiver (CDW)	\$35,000

* Trip Cost up to a maximum of \$10,000

** Applies to: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur.

Non-Insurance Services

One Call 24-Hour Assistance Services
Global Xpi Medical Records Service

The Travel Insurance Benefits of this Plan are Underwritten By:
Nationwide Mutual Insurance Company

Please Note: This Plan is only effective for You if the required plan payment for the Trip has been paid prior to Your Scheduled Departure Date for Your Trip. Plan provisions and benefits may vary by state jurisdiction. Please refer to Your Plan Documents for complete details.

Travel Protection Plan
Plan Documents
for Explorer Plan # N300E



World Nomads

Customer Service and Claims

Have questions or need to report a claim? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions, report and complete your claim(s) online at www.tripmate.com or call 1-844-207-1930.

Benefits are administered by:

Trip Mate, Inc. (in CA & UT, dba Trip Mate Insurance Agency)
9225 Ward Parkway, Suite 200, Kansas City, MO, 64114,
Tel: 1-844-207-1930.

YOUR PLAN NUMBER: N300E



Our Travel Protection Plan helps to protect Your travel investment, Your belongings and most importantly You for those unforeseen circumstances that arise before or during Your Trip.



One Call

Worldwide Travel Services Network

Multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities, and provide services for:

- Medical Consultation and Monitoring
- Medical Evacuation Arrangements
- Emergency Medical Payments
- Prescription Assistance
- Repatriation of Remains
- 24 Hour Legal Assistance
- Nurse Helpline
- Message Services
- Language Interpretation Services
- Emergency Cash Transfer
- Pre-Trip Travel Services
- Travel Document and Ticket Replacement

A complete list of these services is included in your certificate/policy. To contact One Call:

Within U.S.A. & Canada **Outside U.S.A. & Canada**
1-855-878-9588 1-603-328-1329

24 Hour Assistance Service is provided by: One Call Travel Services Network.

ACCESS YOUR MEDICAL RECORDS ONLINE

With **Global Xpi**, you can relax knowing your important medical records are available to you or any Physician chosen by you, at anytime, anywhere in the world, wherever internet access is available. **Register at www.globalxpi.com or call, toll free:**

1-800-379-9887 Use Program Code N300E

These Services are Provided by: Global Xpi, a Trip Mate brand.





Nationwide®
is on your side

Nationwide Mutual Insurance Company
One Nationwide Plaza
MR-05-10
Columbus, OH 43125

**NATIONWIDE MUTUAL INSURANCE COMPANY
TRAVEL PROTECTION INSURANCE CERTIFICATE**

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) being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

“**Actual Cash Value**” means the lesser of the replacement cost and the purchase price less depreciation.

“**Additional Expenses**” means any reasonable expenses for meals and lodging as well as local transportation and essential phone calls that were necessarily incurred as the result of a Hazard and that were not provided by the Common Carrier or other party free of charge.

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

“**Bodily Injury**” means 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; and (b) is actively involved in the day-to-day management of the business.

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

“**Checked Baggage**” means a piece of baggage that accompanies You 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 and limousines are not Common Carriers as defined herein.

“**Company**” means Nationwide Mutual Insurance Company.

“**Confirmation of Coverage**” means the document that outlines Your benefits and Maximum Benefit amounts.

“**Covered Expenses**” means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Certificate; and that do not exceed the Maximum Benefit limits shown in the Confirmation of Coverage, under each stated benefit.

“**Cruise**” means any prepaid sea arrangements made by the Travel Supplier.

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

“**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.

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

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

All premium is non-refundable after a ten (10) day review period from the date of purchase in the event You have not incurred any claims during that time. 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.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

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

Secretary

President

Licensed Resident Agent
(where required by law)

**TRAVEL PROTECTION CERTIFICATE
EXCESS INSURANCE**

TABLE OF CONTENTS

GENERAL DEFINITIONS

GENERAL PROVISIONS

COVERAGES:

- Trip Cancellation
- Trip Interruption
- Trip Delay
- Accidental Death & Dismemberment
- Emergency Accident Medical Expense
- Emergency Sickness Medical Expense
- Emergency Evacuation
- Repatriation of Remains
- Non-Medical Emergency Evacuation
- Baggage/Personal Effects
- Baggage Delay
- Collision Damage Waiver

LIMITATIONS AND EXCLUSIONS

COORDINATION OF BENEFITS

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

“Exotic Vehicles” includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, MG, Morgan, Pantera, Panther, Pininfarina, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR and Yugo.

“Extreme Sports” means an athletic pursuit that involves a high degree of danger or risk other than what is listed on www.worldnomads.com.

“Family Member” means Your or a Traveling Companion’s 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, nephew, Business Partner or Domestic Partner.

“Financial Insolvency” means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, Cruise line, or airline provided the Financial Insolvency occurs more than fifteen (15) days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom You purchased travel arrangements supplied by others.

“Hazard” means:

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

“Hospital” means a facility that:

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

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

“Insured” means the person who enrolled for coverage and whose premium was paid under the Policy.

“Land/Sea Arrangements” means pre-paid land and/or sea arrangements made by the Travel Supplier.

“Loss” means Bodily Injury 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 Confirmation of Coverage.

“Medically Necessary” means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

“Other Insurance” means any one of the following types of policies or plans that provides benefits for Hospital confinement, medical expenses for you at the time of Loss on Your Effective Date of coverage, and such policy or plan requires You to pay any applicable Deductible and/or portion of coinsurance: individual, group or blanket insurance plans; HMO’s, PPO’s, POS’s, EPO’s, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

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

“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, a Traveling Companion or a Family Member.

“Policy” means the Group Master Policy including the application 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 ninety (90) day period immediately prior to the Effective Date for which You, a Traveling Companion, a Family Member booked to travel with You: 1) exhibited symptoms that would have caused one to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine.

Item (3) of this definition does not apply to a condition 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 ninety (90) day period before the Effective Date.

“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 and Customary Charges” means charges commonly used by Physicians in the locality in which care is furnished.

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

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

“Sickness” means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body that begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by this Certificate unless it suddenly worsens or becomes acute after the Effective Date.

“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 Certificate, 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 Attack” 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 connection with, any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

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

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

“Travel Supplier” means tour operator, Participating Organization, Cruise line, airline, hotel, travel agency, etc. who has made the land, air and/or sea arrangements.

“Trip” means any class of scheduled trips, tours or cruises for which You request coverage and remit the required plan payment.

“Unforeseen” means not anticipated or expected and occurring after the Effective Date of Your coverage.

“Uninhabitable” means (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 allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards 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 in accordance with local authority guidelines.

“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 Certificate that conflicts with the state law where the Certificate 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 or the group is located shall have jurisdiction over the individual or group insurance 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 concerning this Certificate 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.

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

ASSIGNMENT – This Certificate is 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) will begin at 12:01A.M. local time at Your location 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. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date.

Trip Cancellation coverage will begin on Your Effective Date.

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

- a) the Scheduled Return Date as stated on the travel tickets;
- b) the date You return to Your origination point if prior to the Scheduled Return Date;
- c) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- d) the time the Policy terminates;
- e) the date Your Trip is cancelled;
- f) when You are less than one hundred (100) miles from Your primary residence;
- g) three hundred sixty-five (365) days after the Effective Date.

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 Certificate, 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 Certificate; and (b) Your return is delayed by an event specified under Trip Cancellation and 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 Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

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

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

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, 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, committee or other qualified representative.

All or a portion of all benefits provided by this Certificate 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.

NOTICE OF CLAIM – Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the 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 – The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

TIME OF PAYMENT OF CLAIMS – Benefits payable under this Certificate for any Loss other than Loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

NOTICE OF LOSS – If Your property covered under this Certificate is lost, stolen or damaged, You must:

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

PROOF OF LOSS – You must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under this Certificate.

SETTLEMENT OF LOSS – Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

BENEFIT TO BAILEE – This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

COVERAGES

TRIP CANCELLATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are prevented from taking Your Trip for any of the following reasons that are Unforeseen and takes place after the Effective Date:

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;

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 preventing that person's participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure;

A Terrorist Attack (or Attacks) occurs in Your departure city or in a city that is still a scheduled destination for Your Trip, provided: the Terrorist Attack (or Attacks) occurs within thirty (30) days of the scheduled departure date for Your Trip or during Your Trip;

Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours;

Weather that causes complete cessation of services for at least twenty-four (24) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable;

You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;

You or a 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 a Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full time employees;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

Your or a Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy proceedings. You or a Traveling Companion must be an active employee of the company and must be directly involved in said event;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment.

The Company will reimburse You for the following:

- a) pre-paid non-refundable cancellation charges imposed by the Travel Suppliers provided the premium paid is received by the Company (or its authorized representative).

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

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

SPECIAL CONDITIONS: You must advise the Participating Organization and 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. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonably possible.

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 prepaid travel arrangements if a person booked to share accommodations with You has Your Trip delayed, canceled, or interrupted for a covered reason and You do not cancel. This benefit is subject to the same Maximum Benefit shown on the Confirmation of Coverage.

TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You join Your Trip after departure or are unable to continue on the covered Trip due to any of the following reasons that are Unforeseen:

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;

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 preventing that person's continued participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault during the Trip; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence during the Trip;

A Terrorist Attack (or Attacks) occurs in Your departure city or in a city that is still a scheduled destination for Your Trip, provided: the Terrorist Attack (or Attacks) occurs within thirty (30) days of the scheduled departure date for Your Trip or during Your Trip;

Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours;

Weather that causes complete cessation of services for at least twenty-four (24) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs during Your Trip and more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable;

You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;

You or a 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 the Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full-time employees;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

Your or a Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy proceedings. You or a Traveling Companion must be an active employee of the company and must be directly involved in said event;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment.

The Company will reimburse You 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 Land/Sea Arrangements limited to the cost of one-way economy airfare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

The Company will pay for reasonable additional accommodation and transportation expenses incurred by You (up to \$250 a day) if a Traveling Companion must remain Hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You 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 prepaid for the Trip.

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

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative no later than seven (7) days 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 Participating Organization as soon as reasonable possible.

TRIP DELAY

The Company will reimburse You for Covered Expenses on a one-time basis, up to the Maximum Benefit shown on the Confirmation of Coverage, 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 Expenses:

- (a) Any prepaid, unused, non-refundable land and water accommodations; or
- (b) Any Additional Expenses incurred.

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within three hundred sixty-five (365) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured will be the proportional share of this amount.

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

TABLE OF LOSSES

LOSS OF:	PERCENTAGE OF PRINCIPAL SUM:
Loss of Life.....	100%
Loss of both hands.....	100%
Loss of both feet.....	100%
Loss of both eyes.....	100%
Loss of one hand and one foot.....	100%
Loss of one hand and one eye.....	100%
Loss of one foot and one eye.....	100%
Loss of one hand.....	50%
Loss of one foot.....	50%
Loss of Sight of one eye.....	50%
Loss of Speech and hearing in both ears.....	100%
Loss of Speech.....	50%
Loss of hearing in both ears.....	50%
Loss of Thumb and index finger of same hand.....	25%

“Loss” with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints;

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

EXPOSURE

The Company will pay benefits for covered Losses that result from 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.

EMERGENCY ACCIDENT MEDICAL EXPENSE

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

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

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

The Company will not pay benefits in excess of the 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.

The Company will pay benefits up to the Maximum Benefit shown on the Confirmation of Coverage for dental Emergency Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Emergency Treatment must occur during the Trip.

The Company will advance payment to a Hospital, up to the Maximum Benefit shown on the Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Accidental Injury.

If You are Hospitalized due to an Accidental Injury that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

EMERGENCY SICKNESS MEDICAL EXPENSE

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

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;

- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

The Company will not pay benefits in excess of the 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.

The Company will advance payment to a Hospital, up to the Maximum Benefit shown on the Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Sickness.

If You are Hospitalized due to a Sickness that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

EMERGENCY EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the Maximum Benefit shown on the Confirmation of Coverage, 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.

Emergency Evacuation means:

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

Covered Expenses are reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with 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 representative.

Transportation of Dependent Children: If You are in the Hospital for more than seven (7) days, the Company will return Your unattended Dependent Children accompanying You on the scheduled Trip, to their home, with an attendant if necessary.

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

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

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

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

Hospital of Choice: You may choose a non-emergency medical evacuation to a Hospital in a city within the U.S. or Canada other than Your city of residence, but the maximum amount payable is limited to the cost of a medical evacuation to Your home city of residence.

REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the Maximum Benefit shown on the Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

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

NON-MEDICAL EMERGENCY EVACUATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Covered Reason, as defined below.

Evacuation must occur within ten (10) days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by the assistance provider.

Covered Reasons: The Company will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation from the appropriate local authorities, or the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) a natural disaster;
- 2) civil, military or political unrest; or
- 3) You being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

These benefits will not duplicate any other benefits payable under this Certificate or any coverage(s) attached to this Certificate.

BAGGAGE/PERSONAL EFFECTS

PERSONAL EFFECTS AND PROPERTY

The Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage, 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 reasonable measures 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 police or other authority must be notified within twenty-four (24) hours in the event of theft.

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

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

There is a combined Maximum Benefit limit shown on the Confirmation of Coverage for the following: jewelry; watches; articles consisting in whole in part of the silver, gold or platinum; furs; articles trimmed with or made mostly of fur.

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.

EXTENSION OF COVERAGE

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

BAGGAGE DELAY (Outward Journey Only)

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

You must be a ticketed passenger on a Common Carrier.

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

COLLISION DAMAGE WAIVER

If You rent a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Company will reimburse the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car; or
- (c) The Maximum Benefit shown on the Confirmation of Coverage.

Coverage is provided to You, provided You and Your Traveling Companion are licensed drivers, and are listed on the rental agreement.

The following duties in the event of Loss apply to Collision Damage Waiver:

1. You must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
2. You must report the Loss to the appropriate local authorities and the rental company as soon as possible;
3. You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
4. You must provide the Company all documentation such as rental agreement, police report and damage estimate.

LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation, Repatriation of Remains and Collision Damage Waiver:

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless results in the death of a non-traveling 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 a professional in athletics;
8. 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;
9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
10. Extreme Sports;
11. dental treatment except as a result of an injury to Sound Natural Teeth within twelve (12) months of the injury;
12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
13. pregnancy and childbirth (except for complications of pregnancy), except if Hospitalized;

14. traveling for the purpose of securing medical treatment;
15. 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. care or treatment that is not Medically Necessary;
18. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
19. Accidental Injury or Sickness when traveling against the advice of a Physician.

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

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

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

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

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

The following exclusions apply to Collision Damage Waiver:

1. Any obligation You assume under any agreement (except insurance collision Deductible);
2. Rentals of trucks, campers, trailers, off-road or four-wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. Any Loss that occurs if You are in violation of the rental agreement;
4. Failure to report the Loss to the proper local authorities and the rental car company;
5. Damage to any other vehicle, structure or person as a result of a covered Loss.

The following exclusions apply to Non-Medical Emergency Evacuation:

The Company does not cover:

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

- (d) coverage under other prepayment, group practice and individual practice Plans.

This Plan is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

Primary Plan is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules that differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

Secondary Plan is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan that, under the rules of this contract, has its benefits determined before those of that Secondary Plan.

Allowable Expense is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private Hospital room and a semi-private Hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private Hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

Claim is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of:

- (a) services (including supplies);
- (b) payment for all or a portion of the expenses incurred; or
- (c) a combination of (a) and (b).

Claim Determination Period is the period of time that must not be less than twelve (12) consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine:

- (a) whether other insurance exists; and
- (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective Date of coverage and ending twelve (12) consecutive months following the date of Loss or longer as may be determined by the Proof of Loss provision.

Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

COORDINATION OF BENEFITS

Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when You have health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan.

The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

Plan is a form of written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policyholder pays the premium.

"Plan" does not include individual or family:

- (a) insurance contracts;
- (b) direct payment subscriber contracts;
- (c) coverage through HMO's; or

Rules

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) **Nondependent/Dependent Rule.** The benefits of the Plan that covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) **Longer/Shorter Length of Coverage Rule.** The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within twenty-four (24) hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity that pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid that were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, the Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

Non-complying Plans

This Plan may coordinate its benefits with a Plan that is excess or always secondary or that uses order of benefit determination rules that are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- a. If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;

- b. if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- c. if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within thirty (30) days after it is requested to do so, the Company will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

Maine

Under the section entitled **GENERAL DEFINITIONS**, the definitions of **Accidental Injury** and **Actual Cash Value** are deleted in its entirety and replaced with the following:

Accidental Injury means Bodily Injury caused by an Accident being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

Actual Cash Value means the lesser of the replacement cost at the time of loss, less the value of physical depreciation. Physical depreciation is a value determined by standard business practice.

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

MISREPRESENTATION AND FRAUD – Your coverage shall be cancelled or denied if, whether before or after a Loss, **You** concealed or misrepresented any material fact or circumstance concerning this Certificate 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.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is deleted in its entirety and replaced with the following:

WHEN YOUR COVERAGE ENDS - Your coverage will end at 12:01 A.M. local time on the date that is the earliest of the following:

- (a) the day after the Scheduled Return Date as stated on the travel tickets;
- (b) the day after the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the day after the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) the day after the time the Policy terminates;
- (e) the day after the date Your Trip is cancelled.

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

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the Loss, either **You** or the **Company** can make a written request for an appraisal. After the request, **You** and the **Company** will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an umpire. Any figure agreed to by two (2) of the three (3) (the appraisers and the umpire) will be non-binding. The appraiser selected by **You** will be paid by **You**. The **Company** will pay the appraiser they choose. **You** will share equally with the **Company** the cost for the umpire and the appraisal process.

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

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

All claims shall be paid within thirty (30) days following receipt by the **Company** of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5% per month from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. **You** or **Your** assignee shall be notified by the **Company** or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

The following is added to **ACCIDENTAL DEATH AND DISMEMBERMENT**:

Notwithstanding any provisions to the contrary, accidental death and double dismemberment amounts payable under this Certificate shall be at least \$2,000; single dismemberment amounts payable under this Certificate shall be at least \$1,000.

The following is added to **EMERGENCY ACCIDENT MEDICAL EXPENSE** and **EMERGENCY SICKNESS MEDICAL EXPENSE**:

Notwithstanding any provisions to the contrary, the daily benefit for **Hospital** confinement payable under this Certificate shall not be less than \$50 per day and not less than 31 days during any one period of confinement for each person insured under this Certificate and will be paid regardless of other coverage.

Non-Insurance Services

One Call 24-Hour Assistance Services

Global Xpi Medical Records Service



One Call

Worldwide Travel Services Network

Medical Assistance - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

Medical Consultation and Monitoring - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

Medical Evacuation - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

Emergency Medical Payments - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

Prescription Assistance - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

Repatriation of Remains - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

24 Hour Legal Assistance - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

Nurse Helpline - Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

Within U.S.A. & Canada **Outside U.S.A. & Canada**
1-855-878-9588 **1-603-328-1329**

YOUR PLAN NUMBER: N300E

One Call Concierge Services

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

One Call Business Services

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/overnight delivery sites, internet cafes, print/copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

One Call Travel Solutions

24-Hour Worldwide Travel Services

Message Services - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

Language Interpretation Services - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

Emergency Cash Transfer - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

Pre-Trip Travel Services - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

Travel Document and Ticket Replacement - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

ACCESS YOUR MEDICAL RECORDS ONLINE

With **Global Xpi**, you can relax knowing your important medical records are available to you or any Physician chosen by you, at anytime, anywhere in the world, wherever internet access is available.

Register at www.globalxpi.com or call, toll free:

1-800-379-9887 Use Program Code N300E

These Services are Provided by: Global Xpi, a Trip Mate brand.

The 24-Hour Assistance Services are provided by One Call Worldwide Travel Services Network. While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.



Nationwide[®]

is on your side

Rev. 5/2017

FACTS WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number, government issued identification, and contact information • Policy, account, and contract information and contact information • Credit reports and other consumer reports
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For our nonaffiliates to market to you	Yes	Yes
To limit our sharing	<ul style="list-style-type: none"> • Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices • If you have previously opted out, your preference remains on file and you do not need to opt out again. • Please have your account or policy number handy when you call. <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>	
Questions?	1-844-207-1930	
Who we are		
Who is providing this notice?	Nationwide Life Insurance Company	

What we do	
How does Nationwide Protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
How does Nationwide collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Apply for insurance • Make a payment or file a claim • Conduct business with us We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal and state law gives you the right to limit only: <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes information about your creditworthiness; • Affiliates from using your information to market to you; and • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See below for more information.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit nationwide.com for a list of affiliated companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Other important information
California Residents: We currently do not share information we collect about you with affiliated or nonaffiliated companies for their marketing purposes. Therefore, you do not need to opt out.
Nevada Residents: You may request to be placed on our internal Do Not Call list. Send an email with your phone number to privacy@nationwide.com . You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us .
Vermont Residents: For Vermont customers only. We will not share your personal information for marketing purposes with the Nationwide family of companies or third parties without your authorization, except as permitted by law.
AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents: The Term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share information with others, including insurance regulatory authorities, law enforcement, consumer reporting agencies, and insurance-support organizations without your prior authorization as permitted or required by law. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.
Accessing your information You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at Nationwide.com or by calling your agent. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.
Trip Mate, Inc. Attn: Privacy Officer 9225 Ward Parkway, Suite 200 Kansas City, MO 64114



NATIONWIDE® HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices (the “Notice”) applies to Nationwide¹ and describes the legal obligations of Nationwide, and your legal rights regarding your protected health information held by Nationwide under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Among other things, this Notice describes how your Protected Health Information (“PHI” as that term is defined below) may be used or disclosed to carry out treatment, payment, or healthcare operations, or for any other purposes that are permitted or required by law.

Nationwide is required by HIPAA and certain state laws to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to your PHI. We are required to abide by the terms of this Notice so long as it remains in effect. Nationwide reserves the right to change the terms of this Notice and to make the new Notice effective for all PHI maintained by us, as allowed or required by law. If we make any material change to this Notice, we will provide you with a copy of the revised Notice by mail to your last-known address on file.

Protected Health Information (PHI) includes individually identifiable health information that is created or received by Nationwide and that relates to: (1) your past, present, or future physical or mental health or condition, (2) the provision of health care to you, or (3) the past, present, or future payment for the provision of health care to you. PHI includes information of persons living or deceased.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Your Authorization. Certain uses and disclosures of PHI require your authorization. For example, most uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI require a written authorization. Except as outlined below, we will not use or disclose your PHI without your written authorization. If you have given us an authorization, you may revoke it in writing at any time, unless we have already acted on the authorization. Once we receive your written revocation, it will only be effective for future uses and disclosures.

Disclosures for Treatment, Payment or Health Care Operations. We may use or disclose your PHI as permitted by law for your treatment, payment, or health care operations. For instance, for your treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For health care operations, we may use and disclose your PHI for our health care operations, which include responding to customer inquiries regarding benefits and claims.

Family and Friends Involved In Your Care. With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person’s involvement in caring for you or paying for your care.

If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

Business Associates. Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide your PHI to one or more of these outside persons or organizations. For example, we may disclose your PHI to a business associate to administer claims or to provide support services. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

Other Health-Related Products or Services. We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

Plan Administration. We may release your PHI to your plan sponsor for administrative purposes, provided we have received certification that the information will be maintained in a confidential manner and not used in any other manner not permitted by law.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make.

OTHER PRIVACY LAWS AND REGULATIONS

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact as explained in the “Contact Information” section, below.

RIGHTS THAT YOU HAVE

Access to Your PHI. You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

Amendments to Your PHI. You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact at the address provided in the “Contact Information” section.

Accounting for Disclosures of Your PHI. You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

Restrictions on Use and Disclosure of Your PHI. You have the right to request restrictions on some of our uses and disclosures of your PHI. We will consider, but are not required to agree to, your restriction request. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

Request for Confidential Communications. You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact at the address provided in the “Contact Information” section.

Right to be Notified of a Breach. You have the right to be notified in the event we discover a breach of your unsecured PHI.

¹ Nationwide Life Insurance Company®, National Casualty Company and the area within Nationwide Mutual Insurance Company® that performs healthcare functions.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice, even if you have requested such copy by e-mail or other electronic means.

Complaints. If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the “Contact Information” section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

CONTACT INFORMATION

If you have any questions about this Notice, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling 1-844-207-1930 or mail your request to:

Trip Mate, Inc.
Attn: Privacy Officer
9225 Ward Parkway, Suite 200
Kansas City, MO 64114

EFFECTIVE DATE

This Notice is effective 9/15/2015

Nationwide, the Nationwide framework, and On Your Side are federally registered service marks of Nationwide Mutual Insurance Company.

NH-0524-J-09152015

Disclosure Notice:

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

What A Travel Retailer May Do:

Employees of a Travel Retailer may transact Travel Insurance on our behalf and under our direction, including:

1. Offering/disseminating information on our behalf, including brochures, buyer guides, descriptions of coverage, and price;
2. Referring specific coverage/feature/benefit questions to us;
3. Disseminating/processing applications for coverage, coverage selection forms, or other similar forms;
4. Collecting premiums on our behalf;
5. Receiving/recording information to share with us;

What A Travel Retailer May Not Do:

The Travel Retailer's employees:

1. are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer; or
2. to evaluate the adequacy of a prospective insured's existing insurance coverage.

Definitions

"Travel Insurance" means coverage for personal risks incidental to planned travel, including one or more of the following:

- Interruption or cancellation of a trip or event;
- Loss of baggage or personal effects;
- Damage to accommodations or rental vehicles; or
- Sickness, accident, disability, or death occurring during travel.

The following are excluded from the definition of Travel Insurance: Major medical plans, which provide comprehensive medical protection for travelers on trips lasting 6 months or longer (e.g. working overseas, deployed military personnel, etc.). In some States, Damage waiver contracts that are part of a rental company's agreement. The phrase "damage waiver" or "collision damage waiver" cannot be used to describe travel insurance coverage, but the travel insurance contract may otherwise refer to "damage waiver" or "collision damage waiver" provided by a rental company.

"We, Us or Our" means Trip Mate, Inc.

DISCLOSURE TO CALIFORNIA RESIDENTS: [1754(a)(7) & (8)]

1. Purchasing travel insurance is not required in order to purchase any other product or service offered by the travel retailer.
2. Your travel retailer may not be licensed to sell insurance, and is therefore not qualified or authorized to:
 - a. Answer technical questions about the benefits, exclusions, and conditions of any of the insurance offered by the travel retailer.
 - b. Evaluate the adequacy of your existing insurance coverage.

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provide you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

DISCLOSURE TO DELAWARE RESIDENTS: [1772(2)a.7.]

The insurance coverage may duplicate existing coverages you may have. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies, and other sources of protection.

DISCLOSURE TO MARYLAND RESIDENTS: [10-122 (d)(1)(ii)(4)]

This insurance coverage may duplicate certain provisions of insurance coverage already provided by your homeowner's, renter's or similar coverages or insurances, and that the purchase of travel insurance would make travel insurance primary to any other duplicate or similar coverage.