



Gold  
Travel Plan

**Claim and Assistance Services (24/7)**

Report a new claim, obtain claim forms and emergency services

Within the United States: 1-855-327-1430

Outside of the United States: 1-630-694-9809

[ustravel@axa-assistance.us](mailto:ustravel@axa-assistance.us)

**Claim Status Inquiries**

(MTWF 8:30am-5pmET & TH 9:30am-5pmET)

Check the status of a filed claim

Within the United States: 1-888-957-5015

Outside of the United States: 1-727-450-8794

[axaclaims@cbpinsurance.com](mailto:axaclaims@cbpinsurance.com)

**Customer Services**

(Mon-Sun 9am-8pmET)

Request changes to your travel plan

Within the United States: 1-855-327-1439

[ustravel@axa-assistance.us](mailto:ustravel@axa-assistance.us)

**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.

#### **Pet Housing and Return**

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

### **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.

#### **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.

#### **Urgent Message Relay**

We will relay emergency messages on your behalf.

#### **Legal Referrals**

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

#### **Political and Security Emergency Evacuation**

We will make all reasonable efforts to assist with transportation arrangements on political grounds based on your home country government's decision that such evacuation is necessary. We can also provide security alerts on events occurring throughout the world. Payment for the political and security evacuation is only available for covered claims under the Platinum plan, up to the amount provided in the policy.

### **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, contacting creditor fraud departments, taking inventory of lost or stolen items and more.
- Emergency Funds: Assistance sending emergency funds to you.

# AXA ASSISTANCE USA

Travel Benefits

## Summary of Benefits

### IMPORTANT

Refer to Your ID Card for Your Protection Plan benefits and limits.  
Note: certain capitalized words are defined terms in the attached Certificate of Insurance.

#### AXA ASSISTANCE USA GOLD PLAN

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

<i>Benefit</i>	<i>Per Person Limit</i>
Trip Cancellation*	Up to Trip Cost maximum
Trip Interruption	150% of Trip Cost maximum
Trip Delay (12 hours)	\$200 day/\$1,000 maximum
Missed Connection (Cruise and tour Departures)	\$1,000
Non-Medical Emergency Evacuation	\$50,000
Emergency Accident & Sickness Medical Expense (secondary coverage)	\$100,000
Medical Evacuation / Repatriation	\$500,000
Lost Baggage/Personal Effects	\$1,500/\$250 per article, \$500 combined limit for valuables
Baggage Delay (24 hours)	\$300
24-Hour AD&D	\$25,000
Common Carrier AD&D (Air Only)	\$50,000
Travel Assistance Services	Included
Optional: Collision Damage Waiver	\$35,000

This is a Summary of Benefits. Full coverage details, terms and conditions can be found in the Policy/Certificate of Coverage and Confirmation of Coverage.

\*Note: If the Insured purchases the \$0 category- there is no Trip Cancellation. Trip Interruption only covers return air up to \$1,000 per Person. All other benefits apply





**Nationwide®**

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
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  
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**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/or (b) is actively involved in the day-to-day management of the business.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis 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.

**Domestic Partner** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

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

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

**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.

**Family Member** means Your or a Traveling Companion's legal or common law spouse, ex-spouse, Domestic Partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, 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 ten (10) 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 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.

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date for which 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 at the time You pay the deposit required for Your Trip (or within fourteen (14) days of the initial deposit); (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel on the Effective Date.

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

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

**Sickness** means an illness or disease of the body 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.

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

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

**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.

**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.

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

**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.

**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.

**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 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 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) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (e) the date Your Trip is cancelled;
- (f) when Your Trip exceeds sixty (60) days.

**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.

**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.

**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 nine (9) 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.

**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.

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

"Loss" with regard to:

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

**EXPOSURE**

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

**DISAPPEARANCE**

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

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

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

The Maximum Benefits for any one single Accident is limited to \$15,000,000 for all persons insured under the Policy. If more than one Loss is sustained, as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

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

"Loss" with regard to:

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

#### EXPOSURE

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

#### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty-five (365) days after Your disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

#### **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 twenty-four (24) 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**

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, 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; 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;
- (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 their home, with an attendant if necessary.

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

single visit to and from Your bedside.

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

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

The Company will not cover any expenses provided by another party at no cost to 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;
- (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.

### **MISSED CONNECTION**

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You miss Your Cruise and tour 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 and tour;
- 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 and tour.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departures but cancel their Cruise and tour 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 person 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;

Your transfer by the employer with whom You are employed on their Effective Date which requires Your principal residence to be relocated;

The death or Hospitalization of Your Host at Destination;

If within thirty (30) days of Your departure, a politically motivated Terrorist Attack occurs within fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary;

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;

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

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 forty-eight (48) consecutive hours;

Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) 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 ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate

transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

After one (1) year of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company through no fault of Your own;

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

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

- a) pre-paid non-refundable cancellation charges imposed by the Travel Suppliers;
- b) If the Travel Supplier cancels Your Trip, You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Trip including the airfare.

In no event shall the amount reimbursed exceed the amount 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 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 twelve (12) or more hours due to a defined Hazard.

Covered Expenses:

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

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

- a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the Loss, including but not limited to, scheduled departure and return times and actual departure and return times;

**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;

Your transfer by the employer with whom You are employed on their Effective Date which requires Your principal residence to be relocated;

The death or Hospitalization of Your Host at Destination;

If during Your Trip, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary;

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;

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

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 forty-eight (48) consecutive hours;

Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) 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 ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

After one (1) year of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company through no fault of Your own;

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

**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.

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

In no event shall the amount reimbursed exceed the amount 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.

### **COLLISION DAMAGE WAIVER – OPTIONAL UPGRADE**

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, Missed Connection, Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation, Non-Medical 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. 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. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;
10. commission or the attempt to commit a dishonest, fraudulent or criminal act;
11. 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;
12. dental treatment except as a result of an injury to Sound Natural Teeth within twelve (12) months of the injury;
13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
14. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
15. curtailment or delayed return for other than covered reasons;
16. traveling for the purpose of securing medical treatment;
17. services not shown as covered;
18. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
19. care or treatment that is not Medically Necessary;
20. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
21. care or treatment that is payable under any Other Insurance policy;
22. Accidental Injury or Sickness when traveling against the advice of a Physician;
23. 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 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.



# 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. 3<sup>rd</sup> 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 **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 (30<sup>th</sup>) 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, 3<sup>rd</sup> Floor  
P.O. Box 83720  
Boise, ID 83720-0043  
1-800-721-3272  
[www.DOI.Idaho.gov](http://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 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 (30<sup>th</sup>) 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.**

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 following apply to the Accidental Death & Dismemberment, Accidental Flight 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.

## **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** is 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.

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 (s) 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 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.

## 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 **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.

## 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.

## 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**, 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**