



**Nationwide®**

National Casualty Company  
8877 North Gainey Center Drive  
Scottsdale, AZ 85258

This Policy of Insurance describes all of the travel insurance benefits, underwritten by National Casualty 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 Policy 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 POLICY.

The President and Secretary of National Casualty Company witness this Policy.

*Secretary*

*President*

**TRAVEL PROTECTION POLICY  
EXCESS INSURANCE**

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### **LIMITATIONS AND EXCLUSIONS**

**NATIONAL CASUALTY COMPANY  
TRAVEL PROTECTION INSURANCE POLICY**

**GENERAL DEFINITIONS**

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

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

**Accidental Injury** means Bodily Injury caused by an Accident (of external origin) 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 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.

**Checked Baggage** means a piece of baggage that accompanies You for which a claim check has been issued to You by a Common Carrier.

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

**Company** means National Casualty 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 Policy; 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.

**Dependent Child(ren)** means Your child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age nineteen (19) and primarily dependent on You for support and maintenance; or (2) who is at least age nineteen (19) but less than age twenty-six (26).

**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.

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

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

**Hazard** means:

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

**Hospital** means a facility that:

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

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

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

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

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

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

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

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

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

The Pre-Existing Conditions exclusion is waived if You (a) enroll in this Certificate within fourteen (14) days of the initial Trip deposit; (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel at the time the premium is paid.

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

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

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

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

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

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

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

**Terrorist 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.

**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.

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

**Travel Supplier** means tour operator, Cruise line, airline, hotel, travel agency, or other organization that has made the land, air and/or sea arrangements.

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

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

**Uninhabitable** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the building is without electricity or water and/or is not suitable for human occupancy in accordance with local authority guidelines.

**Veterinarian** means a licensed practitioner pertaining to the medical and surgical treatment of animals acting within the scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or a Family Member.

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

## GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

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

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

**ASSIGNMENT** - This Policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

**WHEN YOUR COVERAGE BEGINS** - Provided:

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

All coverage (except Trip Cancellation and Trip Cancellation For Any Reason) will begin at 12:01 A.M. local time at Your location on the Scheduled Departure Date. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date. No coverage can be purchased after a person departs on a trip.

Trip Cancellation and Trip Cancellation For Any Reason coverage will begin on Your Effective Date.

**WHEN YOUR COVERAGE ENDS** - Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

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

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

- (a) If You are unavoidably delayed up to five (5) days in traveling on the Scheduled Return Date due to a reason covered under this Certificate, coverage will be extended for the period of time needed to arrive at the point of origin or to a different final destination.

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

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

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

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, at the address shown on the cover page of this Policy, 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 reasonably 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 Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (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 provisions apply to Baggage/Personal Effects, Baggage Delay and Sports Equipment Rental coverages:**

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

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier 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 Policy.

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

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

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

**ACCIDENTAL DEATH AND DISMEMBERMENT**

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

The Principal Sum is shown on the 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 or Traveling Companion 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%

"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.

**EXPOSURE**

The Company will pay benefits for covered Losses that result from You or a Traveling Companion 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 or a Traveling Companion's body cannot be located within three hundred sixty-five (365) days after Your disappearance due to an Accident.

**BAGGAGE DELAY (Outward Journey Only)**

The Company will reimburse You for the expense of necessary personal effects, up to the Maximum Benefit shown on the Confirmation of Coverage, if Your or a Traveling Companion's Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Trip.

You or the Traveling Companion must be a ticketed passenger on a Common Carrier.

If the sporting equipment You or the Traveling Companion planned to use on the Trip is lost, delayed or misdirected by a Common Carrier for more than twelve (12) hours from the time You or the Traveling Companion were scheduled to arrive at the destination stated on the ticket, You will be reimbursed for expenses for rental of similar sporting equipment, up to



the Maximum Benefit shown during the Trip. You or the Traveling Companion must be a ticketed passenger on the 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 or a Traveling Companion sustain Loss, theft or damage to baggage and personal effects during the Trip, including, but not limited to sporting equipment, provided You or the Traveling Companion 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 or the Traveling Companion during the Trip. The police or other authority must be notified within twenty-four (24) hours in the event of theft.

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

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

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

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

The Company will pay the lesser of the following:

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

### **EXTENSION OF COVERAGE**

If You or a Traveling Companion 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 or a Traveling Companion incur Covered Medical Expenses for Emergency Treatment of an Accidental Injury that occurs during the Trip.

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

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

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

The Company will not pay benefits in excess of the Reasonable and Customary Charges. The Company will not cover any expenses provided by another party at no cost to You or to the Traveling Companion, 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 or the Traveling Companion 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 or the Traveling Companion are released from the Hospital or until Maximum Benefits under this Policy 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 or a Traveling Companion's necessary Emergency Evacuation. All Maximum Benefits referred to in this benefit are aggregate amounts for all Losses sustained by You and all Traveling Companions. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your or the Traveling Companion's Accidental Injury or Sickness warrants Your or the Traveling Companion's Emergency Evacuation.

Emergency Evacuation means:

- (a) Your or the Traveling Companion's medical condition warrants immediate Transportation from the hospital where You or the Traveling Companion 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 or the Traveling Companion's medical condition warrants Transportation to where You or the Traveling Companion 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 or the Traveling Companion's Emergency Evacuation. All Transportation arrangements made for evacuating You or the Traveling Companion 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 or the Traveling Companion; and
- (c) authorized in advance by the Company or its authorized representative.

Transportation of Dependent Children: If You or the Traveling Companion are in the Hospital for more than seven (7) days, the Company will return Your or the Traveling Companion's unattended Dependent Children accompanying You or the Traveling Companion on the scheduled Trip, to their home or Your or the Traveling Companion's next of kin with an attendant if necessary.

Transportation to Join You or a Traveling Companion: If You or a Traveling Companion are in a Hospital alone for more than seven (7) consecutive days, or if the attending Physician certifies that due to Your or the Traveling Companion's Accidental Injury or Sickness, You or the Traveling Companion 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 or the Traveling Companion, for a single visit to and from Your or the Traveling Companion's bedside provided that repatriation is not imminent.

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

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

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

## **EMERGENCY SICKNESS MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You or a Traveling Companion incur Covered Medical Expenses as a result of Emergency Treatment of a Sickness that first manifests itself during the Trip.

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

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

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a Cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery from a Sickness);
- (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 to the Traveling Companion, or already included within the cost of the Trip.

If You or the Traveling Companion 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 or the Traveling Companion are released from the Hospital or until Maximum Benefits under this Policy have been paid.

#### **LOST SKIER DAYS**

If You or a Traveling Companion are unable to Ski during the Trip due to 50% or more of the Trails closing for at least twenty-four (24) consecutive hours, (excluding night Skiing), from lack of snow cover or stormy weather during the Trip, the Company will reimburse You (on a pro-rated basis) the value of Your or the Traveling Companion's pre-paid Ski tickets for each day of the closure or reduction in Trails during the Trip up to the Maximum Benefit shown on the Confirmation of Coverage.

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

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

#### **CONDITIONS**

- a. Benefits begin on the later of the date You or the Traveling Companion arrive at the resort and begin to Ski or the date You or the Traveling Companion have a valid Ski lift ticket;
- b. This Benefit does not apply to reimbursement for season passes or towards night Skiing;
- c. This Benefit is eligible to Skiing that takes place between December 1 and March 31 only;
- d. Maximum Benefit is equal to the lesser of two (2) days or the amount noted on the Confirmation of Coverage.

You or the Traveling Companion must provide a copy of the pre-paid Ski lift ticket receipts and reports from the Ski Resort or Mountain stating the date, length of time, number and reason of Trail closures for which You or the Traveling Companion are submitting a claim.

#### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your or a Traveling Companion's body to Your primary residence if You or the Traveling Companion 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.

#### **SPORTS EQUIPMENT RENTAL**

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

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

#### **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 take place after the Effective Date:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date;

Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You, that results in medically imposed restrictions as certified by a Physician preventing that person's participation in the Trip;

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

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

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

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

If within ten (10) days of Your departure, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary;

Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;

Weather at the departure site 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;

Weather that causes complete cessation of services for at least forty-eight (48) consecutive hours or Your destination is rendered Uninhabitable on the Scheduled Departure Date by a natural disaster (such as hurricane). 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;

After two (2) years of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company within 30 days of the date of Your Trip;

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

You or a Traveling Companion is delayed or has arrangements cancelled by a Common Carrier due to delays resulting from Inclement Weather, mechanical breakdown, or organized labor Strikes that affect public transportation, provided:

- (a) the scheduled carrier connecting times must be no less than ninety (90) minutes; and
- (b) the scheduled time between arrival at the scheduled Trip departure city and the scheduled Trip departure is four (4) hours or longer;

Your arrival on the Trip being delayed due to a Hazard that causes You to lose 50% or more of the scheduled Trip duration;

You or a Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or a Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full-time employees;

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

Your or a Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy proceedings. You or a Traveling Companion must be an active employee of the company and must be directly involved in said event;

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

The primary or secondary school where You and/or a Traveling Companion(s) or Your or a Traveling Companion's Dependent Children attend must extend operating session beyond the pre-defined school year, and interferes with Your scheduled Trip dates;

Mandatory evacuation (or public official evacuation advisements where there is no mandatory evacuation) issued by local government authorities at Your Trip destination due to hurricane or other natural disaster;

Death of Your cat or dog that occurs within seven (7) days prior to Your Trip Scheduled Departure Date as certified by a Veterinarian at the time of Loss preventing Your participation in the Trip;

The unit remains Uninhabitable within seven (7) days immediately prior to and including Your scheduled arrival date from the date of documented fire, flood, volcano, earthquake, hurricane, or other natural disaster;

The unit on Your scheduled arrival date or during the course of Your Trip becomes inaccessible for forty-eight (48) consecutive hours at the direction of local authorities due to closure of local roadways or local municipality as a result of fire, flood, volcano, earthquake hurricane or other natural disaster;

A closed roadway causing cessation of travel for You and/or a Traveling Companion for at least six (6) consecutive hours to or from Your Trip destination (substantiated by the Department of Transportation, state police, etc.).

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

- a) pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Trip.

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Confirmation of Coverage.

**SPECIAL CONDITIONS:** You must advise the Company or its authorized representative within seventy-two (72) hours in the event of a claim. If the claim is not reported within seventy-two (72) hours, it should be reported as soon as possible. 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.

**TRIP CANCELLATION FOR ANY REASON – OPTIONAL UPGRADE**

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

- a) Your premium payment is received within fifteen (15) days of the date Your initial deposit/payment for Your Trip is received; and
- b) You insure all prepaid Trip costs that are subject to cancellation penalties or restrictions and also insures within fifteen (15) days of the payment for those arrangements the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added to Your Trip; and
- c) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

**TRIP DELAY**

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

**Covered Expenses:**

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

**TRIP INTERRUPTION**

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

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;

Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;

Weather at the departure site 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;

Weather at the destination site that causes complete cessation of services for at least forty-eight (48) consecutive hours or Your destination is rendered Uninhabitable on the Scheduled Departure Date by a natural disaster (such as hurricane). 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;

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

You or a Traveling Companion is delayed or has arrangements cancelled by a Common Carrier due to delays resulting from Inclement Weather, mechanical breakdown, or organized labor Strikes that affect public transportation, provided:

- a) the scheduled carrier connecting times must be no less than ninety (90) minutes; and
- b) the scheduled time between arrival at the scheduled Trip departure city and the scheduled Trip departure is four (4) hours or longer;

You or a Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or a Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full-time employees;

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

Mandatory evacuation (or public official evacuation advisements where there is no mandatory evacuation) issued by local government authorities at Your Trip destination due to hurricane or other natural disaster;

Death of Your cat or dog during Your Trip as certified by a Veterinarian at the time of Loss preventing Your continued participation in the Trip;

The unit becomes Uninhabitable while You are on a scheduled Trip due to a documented fire, flood, volcano, earthquake, hurricane, or other natural disaster;

The unit, during the course of Your Trip, becomes inaccessible for forty-eight (48) consecutive hours at the direction of local authorities due to closure of local roadways or local municipality as a result of fire, flood, volcano, earthquake hurricane or other natural disaster;

A closed roadway causing cessation of travel for You and/or a Traveling Companion for at least six (6) consecutive hours to or from Your Trip destination (substantiated by the Department of Transportation, state police, etc.).

**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 \$200 a day) if a Traveling Companion must remain Hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but do not require Hospitalization.

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Confirmation of Coverage.

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

### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. participation in any military maneuver or training exercise;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. mental or emotional disorders, unless Hospitalized;
7. participation as a professional in athletics;
8. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
10. participating in Bodily Contact Sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); skydiving; hang-gliding; Parachuting; 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.
11. dental treatment except as a result of an injury to Sound Natural Teeth;
12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
13. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
14. curtailment or delayed return for other than covered reasons;
15. traveling for the purpose of securing medical treatment;
16. services not shown as covered;
17. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
18. care or treatment that is not Medically Necessary;
19. 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;
20. care or treatment that is payable under any other insurance policy;
21. Accidental Injury or Sickness when traveling against the advice of a Physician;
22. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
23. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming).

**The following exclusions apply to 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. household effects and furnishing;
9. antiques and collector's items;
10. eyeglasses, sunglasses or contact lenses;

11. artificial teeth and dental bridges;
12. hearing aids;
13. artificial limbs and other prosthetic devices;
14. prescribed medications;
15. keys, cash, stamps, securities and documents;
16. tickets;
17. credit cards;
18. professional or occupational equipment or property, whether or not electronic business equipment;
19. cell phones, computer hardware or software;
20. sporting equipment if loss or damage results from the use thereof;
21. musical instruments;
22. retainers and orthodontic devices.

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

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

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

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



**ON CALL INTERNATIONAL TRAVEL ASSISTANCE SERVICES**

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

\* Payment reimbursement is Your responsibility

**FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY**

CALL TOLL FREE:

833-425-5099 (within the United States and Canada)

OR CALL COLLECT

603-952-2684 (From all other locations)

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

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**FOR FILING A CLAIM**

Contact the Nationwide Plan Administrator at:

Customer Service: Toll-free: 877-477-6082 / Direct Dial: 727-608-1365

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

On Behalf of Nationwide Mutual Insurance Company and Affiliated Companies

P.O. Box 26222

Tampa, FL 33623

Fax: 800-560-6340

Or E-mail your information to: [NWTravClaims@cbpinsure.com](mailto:NWTravClaims@cbpinsure.com)

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following as applicable: 1.) For medical claims - detailed medical statements from treating physicians where and when the accident or Sickness occurred as well as receipts for medical services and supplies; 2.) For baggage and baggage delay claims - reports from parties responsible (i.e. airline, cruise line, etc.) for loss, theft, damage or delay. Some claims may also require a police report. Please obtain receipts for lost or damaged items; 3.) For trip delay claims - a statement from party causing delay and receipts for expenses; 4.) For cancellation/interruption claims - Your travel invoice, the cancellation or interruption date, original unused tickets/vouchers, the travel organizer's cancellation clause with regard to nonrefundable losses. You will also be asked to provide proof of payment.