

# Delta Vacations Travel Protection



## Cover Page

Delta Vacations has partnered with Aon Affinity and Nationwide Mutual Insurance Company to provide our guests with travel protection. This document holds all of the relevant information you will need in regard to your travel protection plan.

**Please review the following three (3) sections:**

- **Trip Cancellation Waiver Program**  
*Provided by Delta Vacations*
- **Travel Protection Plan Policy**  
*Including Applicable State Exceptions provided by Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH*
- **Non-Insurance Assistance Services**  
*Provided by LiveTravel*

# Trip Cancellation Waiver Program

The following Trip Cancellation Waiver is provided by Delta Vacations and is not an insurance benefit.

## Trip Cancellation Waiver *Provided by Delta Vacations*

The Trip Cancellation Waiver offers our valued guests the opportunity to receive a refund from Delta Vacations (beyond the standard refund policy published in our travel brochure) for those otherwise non-refundable trip-related costs prepaid to Delta Vacations, should you cancel your trip for the reasons stated below:

1. sickness, injury, or death of yourself, a traveling companion or members of either of your immediate families, which is diagnosed and treated by a physician at the time your trip is terminated;
2. you, your traveling companion, or your immediate family member booked to travel with you, is quarantined
3. involvement in a traffic accident, en route to departure, that causes you to miss your trip;
4. your home is, or your destination accommodations are, made uninhabitable (or your place of business is damaged and requires you to remain at work) by a natural disaster such as fire, flood, earthquake, hurricane or volcano;
5. you are called into active duty by the military to provide aid or relief as a result of a natural disaster or your military leave is revoked;
6. subpoena or being called to serve for jury duty;
7. documented theft of passports or visas;
8. job transfer of 250 miles or more;
9. you are involuntarily terminated or laid off by your employer (of one continuous year or greater);
10. inclement weather, mechanical breakdown or strikes of an airline, cruise line, or a motor coach where the scheduled time between arrival at your destination and the scheduled tour activity/departure is 12 hours or longer; or
11. terrorism occurs within 30 days of your scheduled trip either at your departure point or a city listed on your itinerary;
12. the airline on which you are scheduled to travel declares bankruptcy or becomes financially insolvent, provided this occurs more than 14 days after you purchased the plan.

Trip Cancellation Waiver refunds are also provided, up to \$1,000, if you are charged a change in occupancy/single supplement charge as a result of your traveling companion's cancellation due to one of the reasons cited above. Please advise your travel agent, Delta Vacations or the Program Administrator as soon as possible in the event of cancellation. Refunds will not be provided for additional charges incurred that would not have been charged had you notified these parties as soon as reasonably possible.

Please note the following restrictions: Delta Vacations will not waive their cancellation fees and provide a cash refund, should you cancel your trip for any of the following reasons:

- a condition that first presents, worsens, becomes acute or has symptoms causing a person to seek diagnosis, care or treatment, or prompts a change in medication, during the 60 days before you purchased this waiver; mental, nervous or psychological disorders (unless hospitalized); or normal pregnancy (unless hospitalized); elective abortion; elective medical treatment and procedures; drugs or intoxicants, unless prescribed by a Physician;
- suicide, attempted suicide, or any self-inflicted injury by you, an immediate family member or traveling companion;
- business, contractual or educational obligations of you, an immediate family member, or traveling companion;
- declared or undeclared war, or any act of war; service in the armed forces of any country;
- any unlawful acts, committed by you or a traveling companion;
- other condition, event or circumstance occurring prior to your purchase of the Trip Cancellation Waiver.

**Any Reason Cancellation Refund & Credit Terms** *Provided by Delta Vacations*

When you purchase Travel Protection, you also receive the “Any Reason” Cancellation Waiver that allows you to cancel your Delta Vacations arrangements before your scheduled trip departure for any reason not eligible by the Trip Cancellation Waiver provisions. When a cancellation that is not eligible by the Trip Cancellation Waiver provisions occurs during a penalty period, your cancellation penalty will be refunded in future Travel Certificates, with the balance of the refund made either in cash or by credit card credit. Please note: The “Any Reason” Cancellation Waiver does not reimburse penalties associated with air or other travel arrangements not provided by Delta Vacations.



**Nationwide®**

## CONFIRMATION OF COVERAGE

**Underwritten by:** Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH

**Plan Number:** NWEGB01

**Program Name:** Delta Vacations Travel Protection

**Your plan is administered by:** Aon Affinity  
900 Stewart Avenue  
Garden City, NY 11530-9998

<u><b>Listing of Benefits</b></u>	<u><b>Maximum Benefit</b></u>
Accident Medical Expense and Sickness Medical Expense	
Maximum Benefit for Medical Expenses	\$50,000 per Trip
Maximum Benefit for Dental Expenses	\$1,000 per Trip
Accidental Death and Dismemberment – 24-hour	
Maximum Benefit	\$25,000 per Trip
Accidental Death and Dismemberment – Common Carrier (Air Only)	
Maximum Benefit	\$100,000 per Trip
Baggage Delay	
Maximum Benefit	\$250 per Trip
Baggage/Personal Effects	
Maximum Benefit	\$2,500 per Trip
Per Article Limit	\$300 per Trip
Combined Maximum for Valuables	\$600 per Trip
Emergency Evacuation and Repatriation of Remains	
Maximum Benefit	\$300,000 per Trip
Missed Connection	
Maximum Benefit	\$1,000 per Trip
Non-Medical Emergency Evacuation	
Maximum Benefit	\$25,000 per Trip
Trip Cancellation for Independently-Booked Airfare	
Maximum Benefit	Up to Total Original Airfare Cost
Trip Interruption	
Maximum Benefit	150% of Total Trip Cost
Trip Delay	
Maximum Benefit	\$1,000 (\$150/day) per Trip

**Notes:**

**Traveling Companion** shall be defined as a person whose name appears with Yours on the same Travel Arrangements, and who, during the Trip, will share accommodations with You in the same cabin.

**Trip** means **Travel Arrangements** as defined in this policy.

**Independently-Booked Airfare/Original Airfare** means airfare booked by You, independent of Delta Vacations, for the purposes of adjoining Your Delta Vacations Travel Arrangements.

# Travel Protection Plan Policy



**Nationwide®**

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

This Policy of Insurance describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company 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.

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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

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

**THIS IS A LIMITED POLICY – PLEASE READ IT CAREFULLY**

*Secretary*

*President*

**TRAVEL PROTECTION POLICY  
EXCESS INSURANCE**

## TABLE OF CONTENTS

### GENERAL DEFINITIONS

### GENERAL PROVISIONS

### COVERAGES:

Accidental Death & Dismemberment  
Accidental Death & Dismemberment – Common Carrier (Air Only)  
Accident Medical Expense  
Baggage Delay  
Baggage/Personal Effects  
Emergency Evacuation  
Missed Connection  
Non-Medical Emergency Evacuation  
Repatriation of Remains  
Sickness Medical Expense  
Trip Cancellation  
Trip Delay  
Trip Interruption

### LIMITATIONS AND EXCLUSIONS

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

**GENERAL DEFINITIONS**

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

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

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

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

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

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

**Company** means Nationwide Mutual Insurance Company.

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

**Covered Expenses** means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this 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.

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

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

**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.

**Family Member** means Your or a Traveling Companion's legal or common law spouse, ex-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, cousin, Business Partner or Domestic Partner.

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

**Hazard** means:

- a) Any delay of a Common Carrier (including Inclement Weather).
- b) Any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved.
- c) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.

**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.

**Independently-Booked Airfare/Original Airfare** means airfare booked by You as described on the Confirmation of Coverage.

**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.

**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 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.

**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 which: 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 which begins prior to the Effective Date of coverage, is not a Sickness as defined herein and is not covered by the 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.

**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 fourteen (14) total days of the scheduled Trip dates.

**Travel Supplier** means Delta Vacations.

**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.

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

**Uninhabitable** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety

hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the building is without electricity or water and/or is not suitable for human occupancy in accordance with local authority guidelines.

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

## GENERAL PROVISIONS

The following provisions apply to all coverages:

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than five (5) 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 shall be void if, whether before or after a Loss, You commit Fraud as defined below:

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

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.

This **SUBROGATION** provision does not apply to the following benefits – Accident Medical Expense and Sickness Medical Expense.

**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) 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.

**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 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) 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.

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

**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.

This **EXCESS INSURANCE LIMITATION** provision does not apply to the following benefits – Accident Medical Expense, Accidental Death and Dismemberment, Accidental Death and Dismemberment – Common Carrier (Air Only) and Sickness Medical Expense.

**INSURANCE WITH OTHER INSURERS** – If there is other valid coverage, not with this Company, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which this Company has not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this policy shall be for such proportion of the loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss of which this insurer had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

For Accident Medical Expense, Accidental Death and Dismemberment, Accidental Death and Dismemberment – Common Carrier (Air Only) and Sickness Medical Expense the **INSURANCE WITH OTHER INSURERS** provision reads as follows:

If there be other valid coverage, not with the Company, providing benefits for the same Loss on other than an expense incurred basis and of which the Company has not been given written notice prior to the occurrence or commencement of Loss, the only liability for such benefits under this **Policy** shall be for such proportion of the indemnities otherwise provided hereunder for such Loss as the like indemnities of which the Company had notice (including the indemnities under this **Policy**) bear to the total amount of all like indemnities for such Loss, and the return of such portion of the premium paid as shall exceed the pro rata portion for the indemnities thus determined.

**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, 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 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 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 and Baggage Delay 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 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 later than one year from the time proof is otherwise required.

**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.

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

**TIME LIMIT ON CERTAIN DEFENSES** - After 6 months from the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for this Policy shall be used to void the Policy or to deny a claim for loss incurred or disability (as defined in the Policy) commencing after the expiration of such 6 months period.

After 6 months from the date of issue of this Policy, no claim for loss incurred or disability (as defined in the Policy) shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss has existed prior to the Effective Date of coverage of this Policy.

**ERRORS RELATED TO YOUR COVERAGE** - The Company has the right to correct benefit payments that are made in error. Providers and/or You have the responsibility to return any overpayments to the Company. The Company has the responsibility to make additional payments if any underpayments have been made.

**CLAIM FORMS** - The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this **Policy** as to Proof of Loss upon submitting within the time fixed in the **Policy** for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

**CHANGE OF BENEFICIARY** - Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Company and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this **Policy** or to any change of beneficiary or beneficiaries, or to any other changes in this **Policy**.

**MISSTATEMENT OF AGE** - If the age of the insured has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.

**CONFORMITY WITH STATUTES** - Any provision of this **Policy** which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**CANCELLATION BY INSURED:** The insured may cancel this Policy at any time by written notice delivered or mailed to the insurer, effective upon receipt of such notice or on such late date as may be specified in such notice. In the event of cancellation or death of the insured, the insurer will promptly return the unearned portion of any premium paid. The earned premium shall be computed by the use of the short-rate table last filed with the state official having supervision of insurance in the state where the insured resided when the policy was issued. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within three hundred sixty-five (365) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured 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>	
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. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

#### DISAPPEARANCE

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

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

The Company will pay benefits for Accidental Injuries resulting in a Loss as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within three hundred sixty-five (365) days after the date of the Accident causing the Loss.

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

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

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

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
2. eye means an entire and irrecoverable Loss of sight;
3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
4. thumb and index finger 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 or the Traveling Companion's 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.

### ACCIDENT MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury that occurs during the Trip. You must receive initial treatment for Accidental Injuries while on the Trip. All services, supplies or treatment must be received within fifty-two (52) weeks of the date of the Accident.

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

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

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

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

### 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 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 and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

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

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

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

The Company will pay the lesser of the following:

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

#### EXTENSION OF COVERAGE

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

#### EMERGENCY 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 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 two (2) 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.

#### MISSED CONNECTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You miss Your Cruise or 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 or any Common Carrier caused delay. Benefits are provided for:

- additional transportation expenses needed for You to join Your departed Cruise or tour;
- reasonable accommodation and meal expenses (up to the per day limit shown on the Confirmation of Coverage); and
- pre-paid nonrefundable Trip payments for the unused portion of Your Cruise or 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 or 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 persona non-grata by a country You are visiting on Your Trip.

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

### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the Maximum Benefit shown on the Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

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

### **SICKNESS MEDICAL EXPENSE**

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of a Sickness that first manifests itself during the Trip. You must receive initial treatment for the Sickness while on the Trip. All services, supplies or treatment must be received within fifty-two (52) weeks following the onset 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 already included within the cost of the Trip.

### **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 hijacked, Quarantined, required to serve on a jury, subpoenaed, or having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;

A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within thirty (30) days prior to Your Scheduled Departure Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary;

You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;

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

Strike that causes complete cessation of services for at least twelve (12) consecutive hours;

Weather at the departure site that causes complete cessation of services of the Common Carrier for at least twelve (12) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

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

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;

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.

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

a) the amount of prepaid, forfeited, non-refundable Payments or Deposits that You paid to the Travel Supplier for Your Trip.

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

**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.

**TRIP DELAY**

The Company will reimburse You for Covered Expenses, 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.

## 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;

A Terrorist Incident that occurs in a city listed on Your Trip itinerary during the Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;

You or a Traveling Companion is called into active military service to provide aid or relief in the event of a natural disaster;

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

Strike that causes complete cessation of services for at least twelve (12) consecutive hours;

Weather at the departure site that causes complete cessation of services of the Common Carrier for at least twelve (12) 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;

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

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;

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.

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

- a) pre-paid unused, non-refundable land or sea expenses to the Participating Organization;
- 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 You cannot fly home due to an Accident or a Sickness but do not require Hospitalization.

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

**SPECIAL CONDITIONS:** You must advise the Company or its authorized representative within seventy-two (72) hours in the event of a claim.

### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Sickness Medical Expense Accident Medical Expense, Missed Connection, 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. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
3. participation in any military maneuver or training exercise;
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. mental or emotional disorders, unless Hospitalized;
6. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician
7. commission or the attempt to commit a dishonest, fraudulent or criminal act;
8. dental treatment except as a result of an injury to Sound Natural Teeth;
9. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses or contact lenses;
10. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
11. curtailment or delayed return for other than covered reasons;
12. traveling for the purpose of securing medical treatment;
13. 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;
14. care or treatment that is payable under any Other Insurance policy;
15. Accidental Injury or Sickness when traveling against the advice of a Physician;
16. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.

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

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

1. animals;
2. household effects and furnishing;
3. antiques and collector's items;
4. eyeglasses, sunglasses or contact lenses;
5. artificial teeth and dental bridges;
6. hearing aids;
7. artificial limbs and other prosthetic devices;
8. keys, cash, stamps, securities and documents;
9. tickets;
10. professional or occupational equipment or property, whether or not electronic business equipment;
11. sporting equipment if loss or damage results from the use thereof;
12. musical instruments;
13. 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. theft or pilferage while left unattended in any vehicle;
6. mysterious disappearance;
7. property illegally acquired, kept, stored or transported;

8. insurrection or rebellion;
9. imprudent action or omission;
10. property shipped as freight or shipped prior to the Scheduled Departure Date.

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

The Company does not cover:

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

## CLAIMS PROCEDURE

- 1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact LiveTravel (refer to Non-Insurance Assistance Services section).
- 2. TRIP CANCELLATIONS:** Contact Delta Vacations and Aon Affinity IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. Aon Affinity will then forward the appropriate claim form which must be completed by You and THE ATTENDING PHYSICIAN, if applicable.
- 3. ALL OTHER CLAIMS:** Report your claim as soon as possible to Aon Affinity. Provide the policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, Aon Affinity will promptly forward You the appropriate claim form to complete.

Online: [www.aontravelclaim.com](http://www.aontravelclaim.com)

Phone: 1-800-221-4722 or 1-516-342-7292

Mail: Aon Affinity  
900 Stewart Avenue  
Garden City, NY 11530-9998

This program was designed and administered by Aon Affinity. Aon Affinity is the brand name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency. Affinity Insurance Services is acting as a Managing General Agent as that term is defined in section 626.015(14) of the Florida Insurance Code. As an MGA we are acting on behalf of our carrier partner

**Important:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible (e.g. airline, cruise line, hotel, etc.) for any loss, theft, damage or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay. You must receive initial treatment within ninety (90) days of the Accident, which caused the Injury, or the onset of the Sickness.

This plan provides insurance coverage that applies only during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home and automobile policies. If you have any questions about your current coverage, call your insurer, insurance agent or broker. The purchase of this plan is not required in order to purchase any other travel product or service offered to you by your travel retailers. Unless individually licensed as an insurance agent, your travel agent is not qualified or authorized to answer your technical questions about the benefits, exclusions or conditions of this plan or to evaluate the adequacy of any existing insurance coverage you may have. Questions should be directed to the plan administrator at the toll-free number provided.

<b>FACTS</b>		<b>WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number, government issued identification, and contact information</li> <li>• Medical information and policy information</li> <li>• Credit history, employment information, and insurance claim history</li> </ul>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices.</li> <li>• If you have previously opted out, your preference remains on file and you do not need to opt out again.</li> <li>• Please have your account or policy number handy when you call.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	1-800-221-4722

Who we are	
<b>Who is providing this notice?</b>	Nationwide Mutual Insurance Company and Nationwide Mutual Fire Insurance Company (“Nationwide”).
What we do	
<b>How does Nationwide protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
<b>How does Nationwide collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Apply for insurance or give us your contact information</li> <li>• Make a payment or file a claim</li> <li>• Conduct business with us</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal and state laws give you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness;</li> <li>• Affiliates from using your information to market to you; and</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more information.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, National Casualty, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit nationwide.com for a list of affiliated companies.
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
<p><b>California Residents:</b> We currently do not share information we collect about you with affiliated or nonaffiliated companies for their marketing purposes. Therefore, you do not need to opt out.</p> <p><b>Nevada Residents:</b> You may request to be placed on our internal Do Not Call list. Send an email with your phone number to <a href="mailto:privacy@nationwide.com">privacy@nationwide.com</a>. You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; email: <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a>.</p> <p><b>For Vermont Customers:</b> We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.</p> <p><b>AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents:</b> The Term “Information” means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share your Information with others, including insurance regulatory authorities, law enforcement, consumer reporting agencies, and insurance-support organizations without your prior authorization as permitted or required by law. Information obtained from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.</p> <p><b>Accessing your information:</b> You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at <a href="http://Nationwide.com">Nationwide.com</a>. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.</p> <p style="text-align: center;"><b>Aon Affinity</b> Attn: Privacy Officer 900 Stewart Avenue Garden City, NY 11530-9998</p>	





## NATIONWIDE® HIPAA NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice of Privacy Practices (the “Notice”) applies to Nationwide<sup>1</sup> and describes the legal obligations of Nationwide, and your legal rights regarding your protected health information held by Nationwide under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Among other things, this Notice describes how your Protected Health Information (“PHI” as that term is defined below) may be used or disclosed to carry out treatment, payment, or healthcare operations, or for any other purposes that are permitted or required by law.

Nationwide is required by HIPAA and certain state laws to maintain the privacy of your PHI and to provide you with notice of our legal duties and privacy practices with respect to your PHI. We are required to abide by the terms of this Notice so long as it remains in effect. Nationwide reserves the right to change the terms of this Notice and to make the new Notice effective for all PHI maintained by us, as allowed or required by law. If we make any material change to this Notice, we will provide you with a copy of the revised Notice by mail to your last-known address on file.

**Protected Health Information (PHI)** includes individually identifiable health information that is created or received by Nationwide and that relates to: (1) your past, present, or future physical or mental health or condition, (2) the provision of health care to you, or (3) the past, present, or future payment for the provision of health care to you. PHI includes information of persons living or deceased.

### **USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION**

**Your Authorization.** Certain uses and disclosures of PHI require your authorization. For example, most uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI require a written authorization. Except as outlined below, we will not use or disclose your PHI without your written authorization. If you have given us an authorization, you may revoke it in writing at any time, unless we have already acted on the authorization. Once we receive your written revocation, it will only be effective for future uses and disclosures.

**Disclosures for Treatment, Payment or Health Care Operations.** We may use or disclose your PHI as permitted by law for your treatment, payment, or health care operations. For instance, for your treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For health care operations, we may use and disclose your PHI for our health care operations, which include responding to customer inquiries regarding benefits and claims.

**Family and Friends Involved In Your Care.** With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person’s involvement in caring for you or paying for your care. If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

**Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times, it may be necessary for us to provide your PHI to one or more of these outside persons or organizations. For example, we may disclose your PHI to a business associate to administer claims or to provide support services. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

**Other Health-Related Products or Services.** We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

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<sup>1</sup> Nationwide Life Insurance Company®, National Casualty Company and the area within Nationwide Mutual Insurance Company® that performs healthcare functions.

**Plan Administration.** We may release your PHI to your plan sponsor for administrative purposes, provided we have received certification that the information will be maintained in a confidential manner and not used in any other manner not permitted by law.

**Other Uses and Disclosures.** We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make.

## **OTHER PRIVACY LAWS AND REGULATIONS**

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact as explained in the "Contact Information" section, below.

## **RIGHTS THAT YOU HAVE**

**Access to Your PHI.** You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Amendments to Your PHI.** You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact at the address provided in the "Contact Information" section.

**Accounting for Disclosures of Your PHI.** You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Restrictions on Use and Disclosure of Your PHI.** You have the right to request restrictions on some of our uses and disclosures of your PHI. We will consider, but are not required to agree to, your restriction request. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Request for Confidential Communications.** You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact at the address provided in the "Contact Information" section.

**Right to be Notified of a Breach.** You have the right to be notified in the event we discover a breach of your unsecured PHI.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice, even if you have requested such copy by e-mail or other electronic means.

**Complaints.** If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

## **CONTACT INFORMATION**

If you have any questions about this Notice, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling 1-800-221-4722, or mail your request to:

Aon Affinity  
Attn: Privacy Officer  
900 Stewart Avenue  
Garden City, NY 11530-9998

## **EFFECTIVE DATE**

This Notice is effective 7/5/17

Nationwide, the Nationwide framework, and On Your Side are federally registered service marks of Nationwide Mutual Insurance Company.

NH-0524-T-07052017

## Pre-Trip Information – Travel Assistance – Medical Assistance

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**Assistance Services listed in this section are not insurance benefits. Costs and expenses associated with the services provided by LiveTravel are your responsibility, unless stated otherwise.**

Not a care in the world... when you have a 24/7 global network to assist you on your travels.

### CareFree™ Travel Assistance

- Inoculation information
- Travel information including visa/passport requirements
- Lost passport/travel documents assistance
- Embassy or Consulate Referral
- Currency exchange rates
- Worldwide public holiday information
- Lost baggage search; stolen luggage replacement assistance
- Emergency cash transfer assistance
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends, or business associates
- Legal referrals/bail bond assistance
- Rental Vehicle Return
- ATM locator
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Emergency return travel arrangements
- Claims Assistance Services

### Medical & Emergency Assistance

- Physician/hospital/dental/vision referrals
- Eyeglasses and corrective lens replacement assistance
- Emergency prescription replacement
- In-patient and out-patient medical case management:
  - Arrangement of doctor appointments
  - Arrangement of hospital admission
  - Medical Monitoring
  - Guarantee of medical expenses incurred during hospitalization\*
  - Assist in providing the plan administrator Medical Expenses for review
  - Assist in the collection of Claims Documents for the plan administrator

## Emergency Transportation Services

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**LiveTravel coordinates the assistance services and facilitates payment on behalf of Aon Affinity as follows:**

- Emergency medical evacuation transportation assistance
- Arrangement of repatriation of mortal remains
- Arrangement of visitors to the bedside of a hospitalized insured
- Non-medical emergency evacuation

### Security Assistance Services

Through the support of a global network of security experts, we provide an immediate response for minor security incidents to truly life-threatening events:

- Secure evacuation assistance
- Security and safety advisories, global risk analysis and consultation specialists
- Urgent message alerts, reporting and dissemination

24/7/365 response services to assist employees, customers and their families during an incident

**All services described above, provided by LiveTravel, are not insurance benefits, and you will be responsible for reimbursing LiveTravel for costs and expenses associated with any services and/or facilities arranged. However, there may be insurance coverages in your plan that may cover all or part of the costs and expenses incurred. See the insurance portions of your plan documents for full details.**

**\*This is a non-insurance assistance service. A payment made pursuant to this does not guarantee coverage under any insurance coverage in your plan, and you will be responsible for reimbursing LiveTravel for any expense paid on your behalf that is not covered by an insurance coverage in your plan.**

CareFree™ Travel Assistance can be accessed by calling LiveTravel at **877-303-5909** or, from outside the US or Canada, call collect: **516-342-4594**.

*Note that the problems of distance, information, and communications make it impossible for Aon Affinity, the Travel Supplier, or LiveTravel to assume any responsibility for the availability, quality, use, or results of any emergency service. In all cases, you are still responsible for obtaining, using, and paying for your own required services of all types.*