

# 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/Certificate of insurance**  
*Including Applicable State Exceptions provided by Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH*
- **Non-Insurance Assistance Services**  
*Provided by CareFree Travel Assistance™*

# 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.

**Please note that an immediate family member is:** your or your 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.

Trip Cancellation Waiver refunds are also provided, 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 (unless (a) your full payment for this plan is received within 14 days of the date your initial payment or deposit for your trip is received and (b) you are not disabled from travel when you pay for this plan);
- 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;
- 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.

# Summary of Benefits

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

**Plan Number:** NWEGB11

**Program Name:** Delta Vacations Travel Protection

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

## IMPORTANT

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

**Please ensure to review Your State Specific Endorsements at the end of this document.**

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

### SCHEDULE OF BENEFITS

COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
Trip Cancellation Maximum Benefit	Up to total Original Airfare Cost
Trip Interruption Maximum Benefit Reasonable Expenses Per Day	150% of Trip Cost \$100
Trip Delay Maximum Benefit Maximum Benefit Per Day	\$2,000 \$150
Missed Connection Maximum Benefit	\$1,000
Accidental Death & Dismemberment Principal Sum	\$25,000
Accidental Death & Dismemberment – Common Carrier (Air Only) Principal Sum	\$100,000
Accident and Sickness Medical Expense Maximum Benefit Dental Expenses	\$50,000 \$1,000
Emergency Evacuation and Repatriation of Remains Maximum Benefit Hospital Companion	\$300,000 \$50,000
Non-Medical Emergency Transportation Maximum Benefit	\$25,000
Baggage/Personal Effects Maximum Benefit Per Article Limit Combined Article Limit	\$2,500 \$300 \$600
Baggage Delay Maximum Benefit	\$250

NSITC 2200

This Policy/Certificate of insurance includes coverage for Pre-existing Conditions when purchased within 14 days of the Initial Trip Deposit Date. Please ensure to review the full coverage details, terms and conditions.

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



Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

All premium is refundable only during the ten (10) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase.

You are not eligible to purchase coverage or receive benefits under this Policy if You have other insurance coverage for the loss(es) for which this Policy is intended to insurance against. Multiple recovers for the same loss covered by other insurance coverage is not available under this Policy.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

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

Secretary

President

Licensed Resident Agent  
(where required by law)

## TRAVEL PROTECTION POLICY

## TABLE OF CONTENTS

### GENERAL DEFINITIONS

### GENERAL PROVISIONS

### COVERAGES:

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

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

**Actual Cash Value** means the lesser of the replacement cost and the purchase price less Depreciation.

**Bankruptcy** means the total cessation of operations due to financial insolvency, with or without a filing.

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

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

**Checked Baggage** means Personal Effects brought by You for planned use on Your Trip 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, limousines, and ride share services are not Common Carriers as defined herein.

**Company** means Nationwide Mutual Insurance Company.

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

**Cruise** means any pre-paid sea arrangements made by You.

**Deductible** means the amount of expenses for covered services and supplies that must be incurred by You before specified benefits become payable.

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

**Depreciation** means a reduction in value of ten percent (10%) per year from date of purchase for items accompanied by original receipts. For items not accompanied with a receipt, a reduction in value of twenty five percent (25%) the first year and ten percent (10%) per year thereafter. Depreciation will be calculated up to a maximum of eighty 80% from the estimated date of purchase as provided by You. There will be no reduction in value for an item less than one (1) year old and accompanied by an original receipt.

**Domestic Partner** means a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

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

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

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

**Family Member** means Your or Your Traveling Companion's legal or common law spouse, 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.

**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 Your 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.

**Home** means Your true, fixed and permanent place of residence and principal establishment, to which You have the intention of returning to at the end of Your Trip.

**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.

**Initial Deposit Date** means the date Your first Payment(s) or Deposit(s) for Your Trip is received by Your Travel Supplier.

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

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

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

**Natural Disaster** means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes and includes an event that is directly due to naturally occurring wildfire, earthquake, windborne dust or sand, volcanic eruption, tsunami, snow, rain or wind, that results in widespread and severe damage such that either the government of the country where the Natural Disaster occurs issues an official disaster declaration or the U.S. Government issues advice to leave the country where the Natural Disaster occurs.

**Necessary Treatment** means medical services and/or supplies recommended by the treating Physician that must be performed during the Trip due to the serious and acute nature of the Sickness or Accidental Injury.

**Original Airfare** means airfare booked independently of Delta Vacations but for the purpose of adjoining Your Delta Vacations arrangements.

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



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

**Personal Computer** means a small, general purpose electronic device for storing and processing data that is created to be utilized by one individual at a time and can perform multiple functions. The size and capabilities of the computer allow it to be operated for personal purposes. Personal Computers shall include desktop computers and laptop computers. Personal Computers shall also include:

- tablets
- Personal Digital Assistant (PDA)
- handheld devices and smartphones
- e-readers

**Personal Effects** means Your privately-owned articles including clothing and toiletry items brought by You for planned use on Your Trip.

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

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

**Political Situation** means a written recommendation by officials of Your Home Country that You leave Your Host Country for non-medical reasons, or, if You are expelled or declared persona non-grata, on the written authority of Your Host Country.

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

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

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

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

**Security Situation** means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in a Host Country, which, in the opinion of either the recognized government of Your Home Country, the Host Country, or the Travel Assistance Company immediate evacuation is advised. Emergency Security Situation does not include Natural Disasters.

**Sickness** means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences, worsens or presents new symptoms while Your coverage is in effect.

**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 Incident** means an act of violence, other than civil commotion, insurrection or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to property, by any person acting on behalf of, or in connection with, any organization that is generally recognized as having the intent to overthrow or influence the control of NSIITC 2000

any government. The act must be deemed an act of terrorism by U.S. Department of State or the law enforcement organization in charge at the location of the Terrorist Incident.

**Time Sensitive Period** means within fourteen (14) days of the Initial Deposit Date and within fourteen (14) days of payment for any subsequent Travel Arrangements added to Your Trip.

**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 Assistance Company** means CareFree Travel Assistance™.

**Travel Supplier** means Delta Vacations.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip and is further described on Your purchase confirmation. Note, a group or tour leader is not considered Your Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Trip** means Travel Arrangements with a defined itinerary away from Your Home for which coverage is purchased under this Policy and premium is paid.

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

**Uninhabitable** means that, as determined by a qualified examiner selected by the Company in its sole discretion: (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 to the building allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards affecting the building 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.

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

## GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

**MISREPRESENTATION AND FRAUD** – This Policy was issued in reliance on the information You provided at the time of application. The Company may deny all coverage under this Policy, or, at the Company's election, assert any other remedy available under applicable law, if You or and Traveling Companion seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of application, at any time during the Policy period, or in connection with the filing or settlement of any claim.

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

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

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

**WHEN YOUR COVERAGE BEGINS** - Provided:

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

All coverage 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. Coverage will not begin before the Effective Date shown on Your purchase confirmation.

Trip Cancellation coverage will begin on Your Effective Date. No coverage can be purchased after a person departs on a trip.

**WHEN YOUR COVERAGE ENDS:**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) 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) when Your Trip exceeds ninety (90) days;
- (f) the Return Date as stated on Your purchase confirmation.

**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 Travel 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 Travel 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 Travel 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 Travel Arrangements, the extension of coverage shall be provided only during Your air travel.
- (c) 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 Insurance and shall be secondary to coverage under all Other Insurance. If at the time of the occurrence of any Loss there is Other Insurance in place, the Company shall be liable only for the excess of the amount of Loss paid or payable by Other Insurance.

**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 designated by You at the time of purchase, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

(e) Your estate.

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

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

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

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

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

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

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

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

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

**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, Travel Supplier, property manager or bailee who is or may be liable for the Loss or damage and provide a copy of such notification to the Company;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours and provide a copy of such report to the Company; and
- (e) complete all steps required by local police or authorities to pursue investigation of the claim in the case of robbery or theft.

**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. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

**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.

**COVERAGES**

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

### **TRIP CANCELLATION**

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You cancel Your Trip for any of the following reasons that are Unforeseen and takes place after Your Effective Date:

1. 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.
2. 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 that causes Your Trip to be cancelled.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. 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;
5. Your or Your Traveling Companion's transfer of employment of two hundred fifty (250) miles or more.
6. You or Your Traveling Companion have a previously approved military leave revoked or experience a military re-assignment.
7. You, Your Traveling Companion or Family Member, who are military personnel, are called to emergency duty to provide aid or relief in the event of a Natural Disaster (this does not include war).
8. Weather at the departure site that causes complete cessation of services, for at least twelve (12) consecutive hours, of the Common Carrier with whom You are scheduled to travel and prevents You from reaching Your destination. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this Policy.
9. Natural Disaster at the site of Your destination that renders Your destination accommodations Uninhabitable. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this Policy.
10. You or Your Traveling Companion are delayed or have arrangements cancelled by a Common Carrier due to delays resulting from Inclement Weather, mechanical breakdown, or an organized labor Strike 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.
11. A Terrorist Incident that occurs in Your departure city or 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.
12. You or Your Traveling Companion are a victim of a felonious assault.
13. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury, or subpoenaed within ten (10) days of departure; having Your Home made Uninhabitable by Natural Disaster; or burglary of Your Home within ten (10) days of departure.
14. Bankruptcy or Default of a Travel Supplier causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than fourteen (14) days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if Your Scheduled Departure Date is no more than twenty-four (24) months beyond Your Effective Date.
15. Strike that causes complete cessation of services of the Common Carrier with whom You or Your Traveling Companion are scheduled to travel for at least twelve (12) consecutive hours.

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, 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 amount You pre-paid 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. If the claim is not reported within seventy-two (72) hours, it should be reported as soon as possible. All other delays of reporting beyond seventy-two (72) hours will result in reduced benefit payments.

#### **TRIP INTERRUPTION**

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You interrupt Your Trip after Your departure or if You join Your Trip after Your Scheduled Departure Date due to any of the following Unforeseen reasons that occur while this coverage is in effect for You:

1. 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.
2. Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You that a.) occurs while You are on Your Trip; b.) requires Necessary Treatment at the time of interruption; and c.) as certified by a Physician, results in medically imposed restrictions as to prevent that person's continued participation on the Trip.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. After one (1) year of continuous employment at the same company, You are terminated or laid-off during Your Trip, from full time employment by that company through no fault of Your own.
5. Your or Your Traveling Companion's transfer of employment of two hundred fifty (250) miles or more that occurs during Your Trip.
6. You or Your Traveling Companion have a previously approved military leave revoked or experience a military re-assignment.
7. You, Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty to provide aid or relief in the event of a Natural Disaster (this does not include war).
8. Weather at the departure site that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You are scheduled to travel and prevents You from reaching Your destination. This benefit will not apply if the Natural Disaster has been forecasted or a storm has been named prior to purchase of this coverage.
9. Natural Disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.
10. You or Your Traveling Companion are delayed or has arrangements cancelled by a Common Carrier due to delays resulting from Inclement Weather, mechanical breakdown, or an organized labor Strike that affects 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.
11. A Terrorist Incident that occurs in Your departure city or in a city listed on Your Trip itinerary during Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary.
12. You or Your Traveling Companion are a victim of a felonious assault.
13. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury or subpoenaed during the Trip; having Your Home made Uninhabitable by Natural Disaster; or burglary of Your principal place of residence during the Trip.
14. Bankruptcy or Default of a Travel Supplier causing a complete cessation of travel services provided the Bankruptcy or Default occurs during Your Trip. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if Your Scheduled Departure Date is no more than twenty-four (24) months beyond Your Effective Date.
15. Strike that causes complete cessation of services of the Common Carrier with whom You or Your Traveling Companion are scheduled to travel for at least twelve (12) consecutive hours.

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for the following:

- (a) pre-paid unused, non-refundable land or sea expenses to the Travel Supplier;

- (b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Travel Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets. In no event will the Company reimburse You for the cash value of Your airline ticket(s) purchased with frequent flier miles.

The Company will pay for Reasonable Expenses incurred by You if Your Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You or Your Traveling Companion 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 pre-paid for the Trip.

**TRIP DELAY**

The Company will reimburse You for Covered Trip Delay Expenses, up to the Maximum Benefit shown on the Schedule of Benefits, 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 Trip Delay Expenses:

- (a) Any pre-paid, unused, non-refundable land and water accommodations;
- (b) Any Reasonable 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;
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination.

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

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

**MISSED CONNECTION**

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, if You miss Your Cruise or tour departure, scheduled during Your Trip, that results from the cancellation or a delay for between three (3) and twelve (12) hours of all regularly scheduled airline flights due to the following event:

- (a) Any delay of a Common Carrier (the delay must be documented by the Common Carrier);
- (b) Documented weather condition preventing You from getting to the point of departure for Your Trip.

Benefits are provided for:

- (a) additional transportation expenses needed for You to join Your departed Cruise or tour;
- (b) Reasonable Expenses up to the Maximum Benefit per day shown on the Schedule of Benefits;
- (c) pre-paid nonrefundable Payments or Deposits for the unused portion of Your Trip.

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.

**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 Schedule of Benefits.

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

<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 mean 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, 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 date of the Accident causing the Loss. The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount 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 mean actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

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



## DISAPPEARANCE

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

## ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You incur Covered Medical Expenses for Necessary Treatment of an Accidental Injury or a Sickness that occurs during the Trip. You must receive initial treatment for Accidental Injuries or the onset of the Sickness while on the Trip. All Necessary Treatment must be received within fifty-two (52) weeks of the date of the Accident or the onset of the Sickness.

Covered Medical Expenses are limited to the list below:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services. 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 or a Sickness;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

The Company will pay benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for dental Necessary Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Necessary Treatment must occur during the Trip.

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

## EMERGENCY EVACUATION

The Company will pay benefits for Covered Evacuation Expenses incurred, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation and verified and arranged by the Travel Assistance Company.

Emergency Evacuation means:

- (a) Your medical condition warrants immediate Transportation from the Hospital where You are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your medical condition warrants Transportation to Your Home where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

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

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

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

Transportation of Minor Children: If You are expected to be in the Hospital following a covered Emergency Evacuation, or pass away during the Trip, the Company will return Your unattended minor child(ren) (under the age of eighteen (18)) who is/are accompanying You on the scheduled Trip, to the domicile of a person nominated by You or Your next of kin with an attendant if necessary.

Hospital Companion:

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside provided that repatriation is not imminent.

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

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

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

#### **REPATRIATION OF REMAINS**

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

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

#### **NON-MEDICAL EMERGENCY TRANSPORTATION**

The Company will reimburse You, up to the Maximum Benefit shown on the Schedule of Benefits, for the Covered Transportation Expenses incurred if You must leave Your Trip for a Covered Reason listed below.

##### **Covered Reasons:**

- (a) a Natural Disaster;
- (b) A Security Situation;
- (c) A Political Situation.

Covered Transportation Expenses under this benefit are reasonable and customary expenses for necessary transportation to transport You to the nearest place of safety as determined in advance by the Company or the Company's Travel Assistance Company in its sole discretion or to Your Home, if a Natural Disaster or Security Situation or Political Situation occurs while on Your Trip. Expenses for transportation must be: a) by the most direct and economical route possible; and b) such transportation is reasonably possible under the circumstances.

The Company will pay benefits for Your transportation only if the actual evacuation process has been initiated within ten (10) days from the initial Natural Disaster, Security Situation or Political Situation evacuation notice advised or posted, whichever is earlier, by the recognized government of either the United States or the Host Country.

#### **BAGGAGE/PERSONAL EFFECTS**

This coverage is subject to any coverage provided by a Common Carrier and all Other Insurance and shall apply only when such other benefits are exhausted. In order for a claim to be processed under this Coverage, a loss or theft report must be filed with local law enforcement authorities, the Common Carrier, Travel Supplier, tour leader or with a representative of the venue or location where the loss or theft took place.

##### **PERSONAL EFFECTS AND PROPERTY**

The Company will reimburse You up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, if You sustain Loss, theft or damage to baggage and Personal Effects during the Trip, provided You have taken all measures possible to protect, save and/or recover the property at all times. The baggage and Personal Effects must be owned by and accompany You during the Trip.

The 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.

There will be a per article limit as shown on the Schedule of Benefits.

There will be a combined Maximum Benefit as shown on the Schedule of Benefits 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.

#### EXTENSION OF COVERAGE

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

#### **BAGGAGE DELAY (Outward Journey Only)**

The Company will reimburse You for the expense to replace Your necessary Personal Effects in Your Checked Baggage up to the Maximum Benefit shown on the Schedule of Benefits, 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.

All claims must be verified by the Common Carrier who must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

#### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to: Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Accident and Sickness Medical Expense:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;  
The Pre-Existing Condition exclusion will be waived provided:
  - (a) Your premium is received within the Time Sensitive Period; and
  - (b) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added prior to Your Trip; and
  - (c) You are medically able to travel on Your Effective Date.
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
3. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces;
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, unless results in the death of a non-traveling Family Member;
7. intentional commission of or the attempt to commit any dishonest or fraudulent act, or criminal activity (as defined in the jurisdiction where the loss occurred);
8. dental treatment except as a result of an injury to Sound Natural Teeth except as explicitly offered under Accident and Sickness Medical Expense;
9. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses 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 Emergency Evacuation and Repatriation of Remains:**

Loss caused by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;

2. participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces;
3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
4. traveling for the purpose of securing medical treatment.

**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 collectors' items;
4. eye glasses, 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 Transportation:**

The Company does not cover:

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



## STATE MANDATED LANGUAGE INDIVIDUAL POLICY NSITC 2000

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

### ALABAMA AMENDATORY ENDORSEMENT

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

#### NSITC 2400 AL

### ALASKA AMENDATORY ENDORSEMENT

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

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No such action shall be brought after expiration of three (3) years from the date a claim is denied in whole or in part.

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

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

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

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if You have concealed or misrepresented any material fact or circumstance on the application in obtaining the Certificate/Policy. All statements and descriptions in an application shall be considered to be representations and not warranties. The misrepresentations, omissions, concealment of facts and incorrect statements may not prevent a recovery under the Certificate/Policy unless they are fraudulent, material to the acceptance of the risk or the hazard assumed, or the Company in good faith would not have issued the Certificate/Policy or would have issued it differently if the true facts had been known. The Company has the right to cancel this Certificate/Policy upon ten (10) days written notice for discovery of fraud or material misrepresentation made by You.

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

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

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

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only one survives;

- (d) Your brothers and sisters jointly; or
- (e) Your estate.

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

All or a portion of all benefits provided by this Certificate/Policy, upon Your request, will be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

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

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

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as practicable. 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 the Certificate/Policy, or to the Company's designated representative.

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

**PROOF OF LOSS** - You must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs, or as soon as practicable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time, provided such proof is furnished and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required. Where possible and/or required by this Certificate/Policy, independent validation of Proof of Loss must be proved to the Company within the foregoing time periods.

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

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

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

Undisputed medical claims, if applicable, will be paid upon receipt of due written Proof of Loss, but not later than thirty (30) calendar days from receipt of Proof of Loss or within fifteen (15) calendar days after receipt of additional information for claims other than an undisputed claim. If the medical claims are not paid within the time limits, accrued interest at 15% per year will be paid beginning from the first day after the time limit until the claim is paid.

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

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. Within ten (10) days after the written demand, each party must notify the other party of the competent appraiser each has selected. Each of the appraisers must select a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the umpire extends the time period, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon You and the Company. If the appraisers fail to agree, the appraisers

will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon You and the Company. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal will be paid as determined by the umpire.

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

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

**INSURANCE WITH OTHER INSURERS** - If:

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

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

Under the section entitled **COVERAGES**, the section is deleted in its entirety and replaced with the following:

No Coverage is intended to duplicate or overlap any other Coverage or benefit provided under this Certificate/Policy. Should there be an inadvertent duplication of benefit or coverage, the Company will provide payable benefits under the Coverage with the highest Maximum Benefit or largest scope of coverage subject to any applicable sub-limits up to the point that You are fully indemnified, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

Under the Coverage entitled **TRIP CANCELLATION**, the paragraph entitled SPECIAL CONDITIONS is deleted in its entirety and replaced with the following:

**SPECIAL CONDITIONS:** You must advise 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 Company, its authorized representative and Your Travel Supplier as soon as reasonably possible.

Under the Coverage entitled **ACCIDENT AND SICKNESS MEDICAL EXPENSE**, the sixth paragraph is deleted in its entirety and replaced with the following:

The Company will not pay benefits in excess of reasonable and customary charges, as determined by the treating Physician. 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.

Under the Coverage entitled **REPATRIATION OF REMAINS**, the Coverage is deleted in its entirety and replaced with the following:

#### **REPATRIATION OF REMAINS**

The Company will pay up to the Maximum Benefit shown on the Schedule of Benefits for the Covered Repatriation Expenses incurred to return Your body to the United States of America if You die during the Trip. Benefits should be authorized in advance and arranged by the Company or the Company's Travel Assistance Company. If the Company or the Company's Travel Assistance Company could not be contacted to arrange for repatriation, benefits are limited to the amount the Company would have paid had the Company or its Travel Assistance Company been contacted.

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

**NSITC 2400 AK**

#### **ARIZONA AMENDATORY ENDORSEMENT**

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

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid within thirty (30) days of receipt of due written Proof of Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Policy provides periodic payment will be paid monthly

and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

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

**MISREPRESENTATION AND FRAUD** – This Certificate/Policy was issued in reliance on the information You provided at the time of enrollment. The Company may deny all coverage under this Certificate/Policy, or, at the Company's election, assert any other remedy available under applicable law, if You or Your Traveling Companion seeking coverage under this Certificate/Policy knowingly concealed, misrepresented or omitted any fact and the misrepresentation was fraudulent; material either to the acceptance of the risk, or to the hazard assumed by Us; and We in good faith would either not have issued the Certificate/Policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to Us as required either by the application for the Certificate/Policy or otherwise.

#### **NSIITC 2400 AZ**

### **ARKANSAS AMENDATORY ENDORSEMENT**

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

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

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

**CLAIM FORMS** – When notice of claim is received, the Company will send You forms for filing Proof of Loss within twenty (20) days after a Loss is reported. However, the Company's failure to furnish the forms within twenty (20) days after a Loss is reported will constitute a waiver of Proof of Loss requirements, and the Company may not thereafter require a Proof of Loss.

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

The Company is entitled to recovery only after You have been fully compensated for the Loss sustained.

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

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

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

Inquiries or complaints regarding this Certificate/Policy may be submitted to the Arkansas Insurance Department in writing or by phone.

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the department at:

Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202

#### **NSITC 2400 AR**



## CALIFORNIA AMENDATORY ENDORSEMENT

The following applies to all coverages:

Page 1 is revised to include:

### **THIS PLAN INCLUDES AN EXCESS INSURANCE LIMITATION PROVISION.**

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

**Domestic Partner** means a person recognized as a Domestic Partner by the laws of the state in which You reside.

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

**Pre-Existing Condition** means a condition for which medical advice, diagnosis, care, or treatment was recommended or received during the sixty (60) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You.

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

**Sickness** means an illness or disease of the body that: 1) requires a physical examination and medical treatment by a Physician and 2) commences, worsens or presents new symptoms while Your coverage is in effect. Sickness also includes Complications of Pregnancy.

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

**ENTIRE CONTRACT; CHANGES** - This Policy, including endorsements and attached papers, if any, constitutes the entire contract of insurance. A change in this Policy is not valid unless the change is approved by one of the Company's executive officers and unless the approval is endorsed on or attached to the Policy. An agent does not have the authority to change this Policy or to waive any of its provisions.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is deleted in its entirety.

**The following applies to all coverages except: Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Accident and Sickness Medical Expense:**

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

**Accidental Injury** means Bodily Injury caused by an Accident resulting directly from Loss covered under this Policy and sustained while this Policy is in force. The Injury must not be caused by or resulting from Your Sickness. The Injury must be verified by a Physician in a format acceptable to the Company.

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

**The following applies to: Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Accident and Sickness Medical Expense:**

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

**Accidental Injury** means Bodily Injury caused by an Accident, which was the proximate cause of a Loss covered under this Policy and sustained while this Policy is in force. The Injury must not be caused by or resulting from Your Sickness. The Injury must be verified by a Physician in a format acceptable to the Company.

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

**NOTICE OF CLAIM** - Written notice of claim must be given to the Company or its designated representative within twenty (20) days after a covered Loss first begins, or as soon thereafter as is reasonably possible. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice sent to the Company's administrative office, at the address shown on the cover page of the Certificate, or to the Company's designated representative, with information sufficient to identify the Insured, shall be deemed notice to the Company.

Under the section entitled **GENERAL PROVISIONS**, the following **TIME LIMIT ON CERTAIN DEFENSES** provision is added:

**TIME LIMIT ON CERTAIN DEFENSES:** After two (2) years from the date of issue of the Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for the Policy shall be used to void the Policy or to deny a claim commencing after the expiration of the two (2) year period.

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

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

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

**PROOF OF LOSS** – Written Proof of Loss must be furnished to the Company within ninety (90) days after a covered Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce a claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

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

**CALIFORNIA CONSUMER COMPLAINT NOTICE**

In the event of a complaint about this Policy/Certificate, we encourage You to contact your Agent. You may also contact Us at One Nationwide Plaza, Columbus, OH 43215 or call Us at 1-800-882-2822. You also have the right to contact the California Department of Insurance only after discussions with Us, the agent or other representative, or both, have failed to produce a satisfactory resolution to Your complaint. The address, website and toll free telephone number of the Consumer Services Division of the Department of Insurance is:

State of California  
Department of Insurance  
Health Claims Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
[www.insurance.ca.gov](http://www.insurance.ca.gov)  
FAX: 213-897-9641

PHONE: 1-800-927-HELP (4357)  
TDD: 800-482-4TDD (4833)

**NSIITC 2400 CA; NSITC 2400-1 CA**

## **CONNECTICUT AMENDATORY ENDORSEMENT**

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

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

**Accidental Injury** means accidental Bodily Injury sustained by You that is the direct cause, independent of disease or bodily infirmity or any other cause that occurs while Your coverage is in effect under this Certificate/Policy.

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss and unless all requirements of the Certificate/Policy have been met.

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

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

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

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

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

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 5, 6 and 7 are deleted in their entirety and replaced by the following:

5. Mental, nervous, emotional, or personality disorders in any form whatsoever unless You are hospitalized for three (3) consecutive days or more after the Certificate/Policy Effective Date;
6. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.);
7. Commission or the attempt to commit a felony or fraudulent act;

Under the section entitled **The following exclusions apply to Non-Medical Emergency Transportation**, exclusion 2 is deleted in its entirety and replaced by the following:

- 2) Loss or expense arising from or attributable to:
  - (a) Commission or the attempt to commit a felony or fraudulent act by You;
  - (b) alleged violation of the laws of the country You are visiting, unless the Company determines such allegations are the commission or the attempt to commit a felony or fraudulent act; or
  - (c) failure to maintain required documents or visas;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the following exclusions are deleted in their entirety:

14. care or treatment that is payable under any Other Insurance policy;

**The following provision is added to the Master Policy form NSIGTC 2000:**

A copy of this Master Policy form NSIGTC 2000 shall be made available to any Certificate/Policy holder upon request.

#### **NSITC 2400 CT**

### **DELAWARE AMENDATORY ENDORSEMENT**

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

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

#### **NSITC 2400 DE**

### **DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT**

The face page of the Certificate/Policy is revised by the addition of the following:

THIS IS A LIMITED BENEFIT CERTIFICATE/POLICY, PLEASE READ CAREFULLY

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

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

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

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

The following is added:

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

#### **NSITC 2400 DC**

### **GEORGIA AMENDATORY ENDORSEMENT**

The third (3<sup>rd</sup>) paragraph on the Cover Page is deleted in its entirety and replaced with:

All premium is refundable during the ten (10) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

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

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

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

#### **NSITC 2400 GA**

### **HAWAII AMENDATORY ENDORSEMENT**

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within 30 days after: (a) receipt of acceptable Proof of Loss; (b) We have accepted the claim; and (c) the amount of the claim has been determined and is not in dispute.

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

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

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

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

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

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

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

#### **NSITC 2400 HI**

### **IDAHO AMENDATORY ENDORSEMENT**

The second paragraph on Page 1 is deleted in its entirety and replaced with:

This Certificate/Policy of insurance is issued based on the information You provided at the time of purchase and payment of any premium due.

The third paragraph on Page 1 is deleted in its entirety and replaced with:

All premium is refundable only during the thirty (30) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

The following paragraph is deleted in its entirety:

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.

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

**Complications of Pregnancy** means conditions requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from the pregnancy, but are adversely affected by the pregnancy or caused by the pregnancy, such as: acute nephritis, nephrosis, cardiac decompression, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, morning sickness, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Complications of Pregnancy also includes cesarean section delivery, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, perpetual infection, eclampsia and toxemia.

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

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

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

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date of Your Certificate/Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You: 1) that would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or 2) for which medical advice, care or treatment was recommended or received; or 3) an existing pregnancy.

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than five (5) years after the time required for giving Proof of Loss.

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

**MISREPRESENTATION AND FRAUD** – This Certificate/Policy was issued in reliance on the information You provided at the time of purchase. The Company may deny all coverage under this Certificate/Policy, or, at the Company's election, assert any other remedy available under applicable law, if You or and Traveling Companion seeking coverage under this Certificate/Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of purchase, at any time during the Certificate/Policy period, or in connection with the filing or settlement of any claim.

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within 30 days after receipt of acceptable Proof of Loss.

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

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

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

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

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

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

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

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

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

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

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

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3<sup>rd</sup> Floor  
P.O. Box 83720  
Boise, ID 83720-0043  
1-800-721-3272  
[www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

**NSITC 2400 ID**

## IOWA AMENDATORY ENDORSEMENT

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written 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 voluntary and non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

### NSITC 2400 IA

## KANSAS AMENDATORY ENDORSEMENT

**First page of Policy** is amended as follows:

Added in bold, capital letters and 18-point font: **THIS IS A LIMITED POLICY – PLEASE READ IT CAREFULLY**

**First page of Policy** is amended as follows:

**TEN DAY FREE LOOK PROVISION:** All premium is refundable only during the ten (10) day review period from the date of purchase (or from the date of receipt if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

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

**Actual Cash Value** means the amount which it would cost to repair or replace damaged property with material of like kind and quality, less allowance for deterioration and Depreciation.

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Reasonable and Customary** is added:

**Reasonable and Customary / Reasonable and Customary Charges** means an expense that:

- (a) is charged for treatment, supplies or medically Necessary Treatments or services to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made in the absence of insurance.

We rely on data provided by Context 4 Healthcare. An updated file is received every six (6) months. Payment of benefits is based on most frequently charged fees by providers in the same geographical area for the same types of procedures.

In no event will the Reasonable and Customary Charges exceed the actual amount charged.

Throughout the Policy, reasonable and customary is replaced with Reasonable and Customary.

Under the section entitled **GENERAL DEFINITIONS**, the definition of and all references to **Domestic Partner** are deleted in their entirety.

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than five (5) years after the time required for giving Proof of Loss.

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



**MISREPRESENTATION AND FRAUD** - Your coverage shall be void if, whether before or after a Loss, You 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, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance Policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance Policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is amended to include:

**SUBROGATION** - This **SUBROGATION** provision does not apply to the following benefits – Accidental Death & Dismemberment; Accidental Death & Dismemberment – Common Carrier (Air Only); Accident and Sickness Medical Expense.

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

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

**PAYMENT OF CLAIMS: WHEN PAID** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss. For medical, surgical, Hospital, or dental treatment, all benefits payable under this policy will be paid immediately upon Our receipt of due written Proof of Loss.

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

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

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

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

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

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

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

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

**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 to 24 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 to 24 months period.

After 6 to 24 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 fifteen (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 You make 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 Your age 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 You reside on such date is hereby amended to conform to the minimum requirements of such statutes.

**CANCELLATION BY INSURED** - You 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 Your death, the Company 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 You resided when the Policy was issued. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

**INSURANCE WITH OTHER INSURERS** - If there be other valid coverage, not with the Company, providing benefits for the same loss on a provision of service basis or an expense incurred basis, payment shall not be prorated or reduced. If such a case, You shall be entitled to payment from both insurers. The provisions of this paragraph shall not apply to any individual policy of accident and sickness insurance, as defined in K.S.A. 40-2201, and amendments thereto.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 13 is deleted in their entirety and replaced with the following:

13. Benefits will not be provided for services for injuries of diseases related to Your job to the extent You are covered or are required to be covered by the Workers' Compensation law. If You enter into a settlement giving up Your right to

recover future medical benefits under a Workers' Compensation law, this Policy will not pay those medical benefits that would have been payable in absence of that settlement.

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the following exclusion is added:

17. Elective abortions, unless the procedure is necessary to preserve the life of the mother.

#### **NSIITC 2400 KS**

### **KENTUCKY AMENDATORY ENDORSEMENT**

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss.

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

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

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

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

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

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

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

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, either You or the Company can make a written 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 (2) 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 voluntary and non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

#### **NSITC 2400 KY**

## LOUISIANA AMENDATORY ENDORSEMENT

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Domestic Partner** is deleted in its entirety.

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

**Family Member** means Your or Your Traveling Companion's legal 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, or Business Partner.

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

**GOVERNING JURISDICTION** – The insurance regulatory agency and courts of Louisiana shall have jurisdiction over this insurance Certificate/Policy.

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

**MISREPRESENTATION AND FRAUD** - Your coverage will be denied and coverage cancelled if, before or after a Loss, You, with the intent to deceive, concealed or misrepresented any material fact or circumstance concerning this Certificate/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.

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

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

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within 30 days after receipt of acceptable Proof of Loss.

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

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

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

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

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

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

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

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

**PROOF OF LOSS** - The claimant must send the Company, or its designated representative, Proof of Loss within 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 (1) year from the time proof is otherwise required.

For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages to covered property shall be automatically denied by Your inability to provide sufficient proof of loss within the time limits and requirements of this Certificate/Policy. The time limit shall not commence as long as a declaration of emergency is in existence and civil authorities are denying the insured access to the property and shall not be less than one hundred eighty (180) days.

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. 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.

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

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

## **NSITC 2400 LA**

### **MAINE AMENDATORY ENDORSEMENT**

The second paragraph on Page 1 is revised to read:

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

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

**Accidental Injury** means Bodily Injury caused by an Accident sustained by the Insured that is the direct cause of the condition for which benefits are provided and that occur while the insurance is in force. The Injury must be verified by a Physician in a format acceptable to the Company.

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

**Actual Cash Value** means the replacement cost of the insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged.

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

**Physical Depreciation** means the value as determined according to standard business practices.

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

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

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

**WHEN YOUR COVERAGE ENDS:**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time you depart on Your Trip; or (c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Certificate/Policy);
- (d) if You extend the return date, coverage will terminate at 12:01 A.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) when Your Trip exceeds ninety (90) days;
- (f) the Return Date as stated on Your purchase confirmation.

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

**MISREPRESENTATION AND FRAUD** – Your coverage shall be cancelled or denied if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate/Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing. You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

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

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

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

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Certificate/Policy for any Loss other than Loss for which this Certificate/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 Certificate/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 1.5% per month from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

Under the section entitled **GENERAL PROVISIONS**, the **POST JUDGMENT INTEREST** provision is added:

**POST JUDGMENT INTEREST.** Any post judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

The following is added to **ACCIDENTAL DEATH AND DISMEMBERMENT AND ACCIDENTAL DEATH & DISMEMBERMENT – COMMON CARRIER (AIR ONLY)**:

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

The following is added to **ACCIDENT AND SICKNESS MEDICAL EXPENSE**:

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

**NSITC 2400 ME**

## **MARYLAND AMENDATORY ENDORSEMENT**

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

**TEN DAY FREE LOOK** - You may cancel insurance under this Policy/Certificate by giving notice to Us or Our plan administrator within ten (10) days after the later of: (1) the date of purchase of this Policy/Certificate; or (2) Your receipt of this Policy/Certificate. If You do this, We will provide a full refund unless You have started the Trip or filed a claim under this Policy/Certificate.

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

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

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

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

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

**NSITC 2400 MD**

## **MASSACHUSETTS AMENDATORY ENDORSEMENT**

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Pre-Existing Condition** is amended as follows:

**Pre-Existing Condition** means a medical condition for which You, Your Traveling Companion, or a Family Member booked to travel with You received medical advice or treatment during the sixty (60) day period immediately prior to the Effective Date of Your Policy or because of which an individual had symptoms which would have led an ordinarily prudent person to seek medical advice or treatment for that medical condition, or a pregnancy existing on the effective date of coverage.

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

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

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

**DISAGREEMENT OVER SIZE OF LOSS -**

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

**NSITC 2400 MA**

**MICHIGAN AMENDATORY ENDORSEMENT**

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Certificate/Policy, or to the Company's designated representative. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

Under the section entitled **GENERAL PROVISIONS**, the following is added to the **NOTICE OF LOSS** provision:

Notice given by You or on Your behalf to Our authorized representative within this state, with particulars sufficient to identify You will be deemed to be notice to Us. Failure to give any notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the Actual Cash Value or amount of the Loss, either You or the Company can make a written demand for an appraisal. If You or the Company make a written demand for appraisal, You and the Company will each select their own competent independent appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand. The two (2) appraisers will then select a competent, impartial umpire. If the two (2) appraisers are unable to agree upon an umpire within fifteen (15) days, You or the Company may ask a judge of the circuit court for the county in which the loss occurred or in which the property is located to select an umpire. The appraisers will then set the amount of the loss and Actual Cash Value as to each item. If the appraisers submit a written report of an agreement to the Company, the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two (2) of these three (3) will set the amount of the loss. 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 other expenses of the appraisal and the compensation of the umpire.



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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within sixty (60) days after receipt of acceptable Proof of Loss.

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

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

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

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

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

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

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

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within sixty (60) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, Exclusions 6 and 7 are deleted in their entirety and replaced with the following:

6. being under the influence of drugs or intoxicants during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;

7. any dishonest or fraudulent act, or criminal activity (as defined in the jurisdiction where the loss occurred) resulting in a conviction.

#### **NSITC 2400 MI**

#### **MISSISSIPPI AMENDATORY ENDORSEMENT**

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

**PHYSICAL EXAMINATION** - The Company, or its designated representative, at its own expense, has the right to have You examined as often as necessary while a claim is pending.

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

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

#### **NSITC 2400 MS**

## NEBRASKA AMENDATORY ENDORSEMENT

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

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. The Company will not exercise the right to Subrogation until You have been made whole.

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within fifteen (15) days after receipt of acceptable Proof of Loss or settlement information.

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

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

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

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

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

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

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

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

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

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within fifteen (15) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

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

**MISREPRESENTATION AND FRAUD** - Your coverage shall be void if You concealed or misrepresented any material fact or circumstance concerning this Certificate/Policy, or subject thereof, in obtaining this insurance and such action or

inaction deceived the Company to its injury. Also, Your coverage shall be void if You breach a warranty or condition in this Certificate/Policy at the time of a Loss and such breach contributes to the Loss.

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

#### **NSIITC 2400 NE**

### **NEW MEXICO AMENDATORY ENDORSEMENT**

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

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

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim within forty-five (45) days after receipt of acceptable Proof of Loss.

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

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

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

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

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

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

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

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid within forty-five (45) days after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

#### **NSITC 2400 NM**

### **NORTH CAROLINA AMENDATORY ENDORSEMENT**

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

**This program contains a pre-existing conditions limitation. Please read the Definitions and Exclusions carefully.**

#### **EXCESS INSURANCE**

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

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

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

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

**Hospital** also means:

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

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

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

Under the section entitled **GENERAL PROVISIONS**, the following apply to the Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), and Accident and Sickness Medical Expense.

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

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

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

## **NSITC 2400 NC**

### **NORTH DAKOTA AMENDATORY ENDORSEMENT**

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date of Your Certificate/Policy for which You, Your Traveling Companion or a Family Member booked to travel with You received medical advice or treatment.

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

## **WHEN YOUR COVERAGE ENDS:**

Trip Cancellation coverage will end on the earlier of: (a) the scheduled departure time on the Scheduled Departure Date of Your Trip; (b) the date and time You depart on Your Trip; or (c) the date and time You cancel Your Trip.

All Other Coverages will end the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date and time You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date and time You deviate from, leave or change the original Trip itinerary (unless due to Unforeseen and unavoidable circumstances covered by the Certificate/Policy);
- (d) if You extend the return date, coverage will terminate at 12:01 A.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) when Your Trip exceeds ninety (90) days;
- (f) the Return Date as stated on Your purchase confirmation.

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Certificate/Policy, or to the Company's designated representative.

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

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

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

**PREJUDGMENT INTEREST** - Any prejudgment interest for a claim brought against Us will be paid outside the Certificate/Policy limits and in accordance with North Dakota law.

## **NSITC 2400 ND**

### **OHIO AMENDATORY ENDORSEMENT**

The following **FRAUD STATEMENT** notice is added:

#### **FRAUD STATEMENT**

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

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

If You have a complaint related to a claim, You should contact the Company or its Agent. If You disagree with the Company's decision, You have the right to file a complaint with the Ohio Department of Insurance, Consumer Services Division, 50 W. Town Street, Third Floor-Suite 300, Columbus, Ohio 43215-1067, (614)-644-2673, toll free in Ohio 1-800-686-1526.

## **NSITC 2400 OH**

## OKLAHOMA AMENDATORY ENDORSEMENT

The following **FRAUD STATEMENT** and **UNDERWRITING** notices are added:

### FRAUD STATEMENT

**Warning:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes any claim for proceeds of an insurance Certificate/Policy containing any false, incomplete or misleading information is guilty of a felony.

### UNDERWRITTEN BY

This Certificate/Policy is underwritten by:  
Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, OH 43215-2220

The second (2<sup>nd</sup>) paragraph on the cover page is deleted in its entirety and replaced with the following:

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

The third (3<sup>rd</sup>) paragraph on the cover page is deleted in its entirety and replaced with the following:

You may cancel insurance under the Certificate/Policy by giving notice to the Company or Our plan administrator within ten (10) days after the later of: (1) the date of purchase of this Certificate/Policy; or (2) delivery of the fulfillment materials. If You do this, the Company will provide a full refund unless You have started the Trip or filed a claim under this Certificate/Policy.

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

**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 from the moment of placement with You, 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 who is not related by blood and is of the opposite sex.

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

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

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

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

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

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is revised as follows:

The references to 11:59 pm are amended to read 12:01 am.

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

**PROOF OF LOSS** - The claimant must send the Company, or its designated representative, Proof of Loss within 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.

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

**DISAGREEMENT OVER SIZE OF LOSS** - If there is a disagreement about the amount of the Loss or the Actual Cash Value, 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 and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of the demand. The appraisers will first select a competent and disinterested umpire and, failing for fifteen (15) days to agree upon such umpire, You or the Company, after notice of hearing to the non-requesting party by certified mail, such umpire will be selected by a judge of a district court in the county where the Loss occurred. The appraisers will then appraise the Loss, stating separately Actual Cash Value and Loss to each item and, failing to agree, shall submit their differences only to the umpire. Any figure agreed to by two (2) of the three (3) (the appraisers and the umpire) will determine the amount of the Loss or the Actual Cash Value. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the umpire and the appraisal process.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the exclusion which reads:

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

Is deleted in its entirety and replaced with the following:

2. War or any act of war, whether war is declared or not while serving in military service or any auxiliary thereto;

**NSITC 2400 OK**

## **PENNSYLVANIA**

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

**Hospital** means a facility that:

- (a) is an institution operated pursuant to law which is licensed or approved as a hospital by the responsible state agency;
- (b) is primarily engaged in providing medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and;
- (c) provides twenty-four (24) hour nursing service by or under the supervision of registered graduate professional nurse (R.N.s).

**Hospital** does not include:

- (1) Any military or veterans' hospital or soldiers home or any hospital contracted for or operated by any national government or agency thereof for the treatment of members or ex-members of the armed forces.
- (2) Convalescent homes, convalescent, rest or nursing facilities.
- (3) Facilities primarily for the aged, drug or alcoholic rehabilitation, and those primarily affording custodial or educational care.

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

**ENTIRE CONTRACT: CHANGES** - Entire contract; changes: This Policy/Certificate, including any endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy/Certificate 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/Certificate or to waive any of its provisions.

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

**PROOF OF LOSS** - You must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time, provided such proof is furnished and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. Within fifteen (15) days of receipt of satisfactory Proof of Loss, the Company will advise the claimant of the acceptance or denial of the claim. The Company will not deny a claim on the grounds of a specific Policy provision, condition or exclusion unless reference to the provision, condition or exclusion is included in the denial. The denial will be given to the claimant in writing and

the claim file of the claimant will contain a copy of the denial. If the Company needs more time to determine whether the claim should be accepted or denied, the Company will notify the claimant within fifteen (15) working days after receipt of the Proofs of Loss giving the reasons more time is needed. If the investigation remains incomplete, the Company will, thirty (30) days from the date of the initial notification and every forty-five (45) days thereafter, send to the claimant a letter setting forth the reasons additional time is needed for investigation and state when a decision on the claim may be expected.

Under the section entitled **COVERAGES**, the **ACCIDENTAL DEATH AND DISMEMBERMENT** provisions are deleted in their entirety and replaced with the following:

**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, other than a Loss of life, must occur within one hundred eighty (180) days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Benefits.

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

<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 mean 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, an air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss, other than a Loss of life, must occur within one hundred eighty (180) days after the date of the Accident causing the Loss. The Principal Sum is shown on the Schedule of Benefits.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount 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 mean actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

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

#### DISAPPEARANCE

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

#### NSITC 2400 PA

### SOUTH CAROLINA AMENDATORY ENDORSEMENT

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You received medical advice or treatment or medical advice or treatment was recommended.

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

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

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name the Travel Supplier's name and the Plan number. Notice should be sent to the Company's

administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

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

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

#### **SOUTH CAROLINA NOTICE**

If you have any questions, you can contact us at the following address and toll-free number:

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, OH 43215  
1-877-669-6877

**NSIITC 2400 SC; NSIITC 2400-1 SC**

#### **SOUTH DAKOTA AMENDATORY ENDORSEMENT**

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

**Domestic Partner** means, where permitted by law, 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.

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

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

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving Proof of Loss.

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 6 is deleted in its entirety and replaced with the following:

6. expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 7 is deleted in its entirety and replaced with the following:

7. commission of a felony;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 13 is deleted in its entirety and replaced with the following:

13. care or treatment for which compensation is paid under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;

#### **NSITC 2400 SD**

### **TENNESSEE AMENDATORY ENDORSEMENT**

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

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

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

**Complications of Pregnancy** means (1) conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity; and (2) non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

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

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. You must be made whole before the Company can seek reimbursement. The Company may declare a right of recovery on any judgment unless the money has been designated for the expense and the Company provides primary coverage.

Under the Section entitled **GENERAL PROVISIONS**, the following is added to the **NOTICE OF CLAIM** provision:

A claim form will be sent to You within 15 days of Our receipt of Your Notice of Claim. If such form is not furnished within fifteen (15) days after the giving of such notice, You shall be deemed to have complied with the requirements of this Certificate/Policy as to Proof of Loss upon submitting, within the time fixed in the Certificate/Policy for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

The fully completed claim form must be returned to the claims administrator with:

1. Written Proof of Loss.
2. Any other documentation that the Company may reasonably request.

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

## TENNESSEE NOTICE

This plan is underwritten by:  
Nationwide Mutual Insurance Company  
1 Nationwide Plaza  
Columbus, OH 43215

**NSITC 2400 TN; NSITC 2400-1 TN**

## UTAH AMENDATORY ENDORSEMENT

The definition of Other Insurance and the Excess Insurance Limitation provisions and all references thereto are deleted wherever they may appear in the Certificate/Policy.

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

**Accidental Injury** means Bodily Injury caused by an Accident sustained by You that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other cause, and that occurs while the insurance is in force. The Injury must be verified by a Physician in a format acceptable to the Company.

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

**Complications of Pregnancy** means a disease or conditions not associated with normal pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, spontaneous termination of pregnancy when a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia. Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, or conditions of comparable severity associated with the management of a difficult pregnancy.

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

**Hospital** means a facility that is licensed and operated within the scope of such license.

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

**Mental Illness** means any neurosis, psychoneurosis, psychosis, or any other mental or emotional disease or disorder which does not have a demonstrable organic cause.

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

**Pre-Existing Condition** means any condition during the sixty (60) day period immediately prior to the Effective Date of Your Policy for which You, Your Traveling Companion, or a Family Member booked to travel with You: 1) exhibited symptoms that would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or 2) or a condition for which medical advice or treatment was recommended by a physician or received from a physician.

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within seven (7) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time and notice of claim is provided as soon as reasonably possible.

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

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

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

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. The Company's right of subrogation will not be invoked until You have been fully compensated for the loss.

Under the Section entitled **GENERAL PROVISIONS**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is revised to add the following:

Any arbitration hereunder shall take place in the state of Utah, unless otherwise mutually agreed upon by You and Us.

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

**ELECTRONIC DELIVERY:** Unless You notify Us that You are withdrawing Your consent, all documents and communications regarding this Policy and any notices may be delivered to You by electronic mail using the email address associated with Your account, except documents required to be delivered by another method. You must provide Us with any updates to Your email address, telephone number and postal address.

Under the section entitled **COVERAGES**, subsection titled **ACCIDENTAL DEATH AND DISMEMBERMENT and ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER (AIR ONLY)**, the **DISAPPEARANCE** provision is deleted in its entirety and replaced with the following:

The Company will pay benefits for Loss of life if Your body cannot be located after Your disappearance due to an Accident.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 1 and 6 are deleted in their entirety and replaced with the following:

1. **PRE-EXISTING CONDITION LIMITATION:** Pre-Existing Conditions, as defined in the Definitions section;

The Pre-Existing Condition exclusion will be waived provided:

- (a) Your premium is received within the Time Sensitive Period; and
- (b) You insure all pre-paid Trip costs that are subject to cancellation penalties or restrictions, and also insure the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added prior to Your Trip; and
- (c) You are medically able to travel on Your Effective Date.

6. being intoxicated above the legal limit in the jurisdiction where the loss occurred or under the influence of drugs, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;

**NSITC 2400 UT**

## **VIRGINIA AMENDATORY ENDORSEMENT**

**Removed** brackets from second paragraph on face page.

**Added** the following to the second paragraph on the face page: "and only after a copy of the enrollment is furnished to You, Your beneficiary or Your personal representative."

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

**Family Member** means Your or Your 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.

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

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

Under the section entitled **GENERAL PROVISIONS**, the **SUBROGATION** provision is deleted in its entirety.

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

**PROOF OF LOSS** - The Company shall provide You forms for filing Proof of Loss. If the forms are not furnished within fifteen (15) days after the Company received notice of any claim under the Policy/Certificate, You shall be deemed to have complied with the requirements of the Policy/Certificate as to Proof of Loss upon submitting 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 (1) year from the time proof is otherwise required.

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

**MISSTATEMENT OF AGE** - An equitable adjustment of premium shall be made if Your age has been inadvertently misstated in Your enrollment or the Company's issuance of this Policy/Certificate.

**VALIDITY OF POLICY COVERAGE** - The validity of this Policy/Certificate shall not be contested after it has been in force for two (2) years from the date of issue, except for non-payment of premium. No statement made by You relating to Your insurability shall be used in contesting the validity of Your insurance with respect to which such statement was made: 1.) after the insurance has been in force prior to the contest for a period of two (2) years, and 2.) unless the statement is contained in a written instrument signed by You.

#### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event You need to contact someone about this insurance for any reason, please contact Your agent. If no agent was involved in the sale of this insurance, or if You have additional questions, You may contact the insurance company issuing this insurance at the following address and telephone number:

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
4-06-101  
Columbus, Ohio 43215  
1-800-882-2822

If You have been unable to contact or obtain satisfaction from the company or the agent, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Tyler Building 6th FL  
1300 E. Main Street  
Richmond, Virginia 23219  
1-877-310-6560 (National toll free number)  
1-800 522-7945 (Virginia only toll free number)

(804) 371-9691 (local)

Written correspondence is preferable so that a record of Your inquiry is maintained. When contacting Your agent, company or the Bureau of Insurance, have Your policy number available.

**NSITC 2400 VA; NSITC 2400-1 VA**

## **WEST VIRGINIA AMENDATORY ENDORSEMENT**

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

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

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss, but in no event more than 15 working days following the date the Company and You reach an agreement on the amount of loss.

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

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

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

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

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

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

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

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered, but in no event more than 15 working days following the date the Company and You reach an agreement on the amount of loss. Property will be considered lost if it has not been recovered within thirty (30) days of the event. You must present acceptable Proof of Loss and the value involved to the Company.

**NSITC 2400 WV**

## **WISCONSIN AMENDATORY ENDORSEMENT**

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

Claims will be paid within thirty (30) days of agreement.

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

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

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

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

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

**DISAGREEMENT OVER SIZE OF LOSS:** If You and the Company fail to agree as to the Actual Cash Value or the amount of Loss, on the written demand of either, each will select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of such demand. The appraisers will first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, on request of You or the Company, such umpire will be selected by a judge of a court of record in the state in which the property covered is located. The appraisers will then appraise the Loss, stating separately the Loss to each item; and, failing to agree, will submit their differences to the umpire. An itemized award in writing of any two when filed with the Company will determine the amount of Actual Cash Value and Loss. Each appraiser will be paid by the party selecting him or her and the expenses of appraisal and umpire shall be paid by the parties equally.

## **WISCONSIN NOTICE CONCERNING INSURANCE COMPLAINTS:**

### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem:

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, OH 43215  
1-877-669-6877

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER** by contacting:

State of Wisconsin  
Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
Web Site: [www.oci.wi.gov](http://www.oci.wi.gov)

or you can call 1-800-236-8517 outside of Madison, or (608) 266-0103 in Madison, and request a complaint form.

FAX: (608) 264-8115

E-mail: [complaints@oci.state.wi.us](mailto:complaints@oci.state.wi.us)

Please include your policy number in any communication with the above addresses.

**NSITC 2400 WI; NSITC 2400-1 WI**



## **WYOMING AMENDATORY ENDORSEMENT**

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

**LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than four (4) years after the time required for giving Proof of Loss.

**NSITC 2400 WY**

## CLAIMS PROCEDURE

**1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact CareFree Travel Assistance™ (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

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.

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.

## FACTS

### WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<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>• Policy, account, and contract information</li> <li>• Credit reports and other consumer reports</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 credit bureaus	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 Life Insurance Company
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 law. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
<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</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 law gives 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, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit <a href="http://nationwide.com">nationwide.com</a> 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>Vermont Residents:</b> For Vermont customers only. We will not share your personal information for marketing purposes with the Nationwide family of companies or third parties without your authorization, except as permitted by law.</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 information with others, including insurance regulatory authorities, law enforcement, consumer reporting agencies, and insurance-support organizations without your prior authorization as permitted or required by law. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.</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> or by calling your agent. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.</p> <p style="text-align: center;"><b>Aon Affinity</b>  Attn: Privacy Officer  900 Stewart Avenue Garden City, NY 11530</p>	



Nationwide®

## 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.

**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.

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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.

**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 CareFree Travel Assistance™ are your responsibility, unless stated otherwise.**

Not a care in the world... when you have 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 preventative 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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**CareFree Travel Assistance™ 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 CareFree Travel Assistance™, are not insurance benefits, and you will be responsible for reimbursing CareFree Travel Assistance™ for costs and expenses associated with any services and/or facilities arranged. However, there may be insurance coverage 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 CareFree Travel Assistance™ 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: **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 CareFree Travel Assistance™ 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.*