

# SeabournShield Guest Protection

## Cover Page

Seabourn Cruise Line 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:

- **Pre-existing Conditions Travel Credit Feature\***  
*Provided by Seabourn Cruise Line*
- **Travel Protection Plan Certificate**  
*Including Applicable State Exceptions provided by Nationwide Mutual Insurance Company and Affiliated Companies, Columbus, OH*
- **Worldwide Emergency Assistance Services**  
*Provided by CareFree Travel Assistance™*

## Pre-existing Conditions Travel Credit Feature

The following Pre-existing Conditions Travel Credit Feature is provided by Seabourn Cruise Line and is not an insurance benefit.

### **SPECIAL SEABOURNSHIELD CANCELLATION ENHANCEMENT**

**SeabournShield Cruise Credits.....Up to 100% of the non-refundable prepaid Cruise Vacation Cost**

#### **Provided by Seabourn Cruise Line**

In the event that you choose to cancel (at any time up until departure) for 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 your cruise vacation, and you have purchased SeabournShield Guest Protection, Seabourn Cruise Line will provide you a cruise credit equal to 100% of the non-refundable value of your cruise vacation prepaid to Seabourn Cruise Line, for your use toward a future cruise. Certain restrictions on the use of these cruise credits (such as blackout periods) may apply. If you have any questions, please contact the Program Administrator at 1-800-828-2459 regarding cruise credits.

***Furthermore, for cruise vacation costs exceeding \$50,000 per guest, Seabourn will provide cruise credits equal to the otherwise non-refundable cancellation fees which exceed the \$50,000 cash reimbursement limitation.***

**Notice to New York residents:** The Seabourn Pre-existing Conditions Travel Credit Feature may be purchased separately from the Seabourn Travel Insurance Program. Contact 1-888-722-2195 for details.



## CONFIRMATION OF COVERAGE

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

**Plan Number:** NWESPR01

**Program Name:** SeabournShield Guest Protection

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

<u>Listing of Benefits</u>	<u>Maximum Benefit</u>
Accident Medical Expense	
Maximum Benefit for Medical Expenses	\$20,000 per Trip
Maximum Benefit for Dental Expenses	\$1,000 per Trip
Baggage Delay	
Maximum Benefit	\$500 per Trip
Baggage/Personal Effects	
Maximum Benefit	\$3,000 per Trip
Emergency Evacuation and Repatriation of Remains	
Maximum Benefit	\$50,000 per Trip
Sickness Medical Expense	
Maximum Benefit for Medical Expenses	\$20,000 per Trip
Trip Cancellation	
Maximum Benefit	Total Trip Cost*
Trip Interruption	
Maximum Benefit	Total Trip Cost*
Trip Delay	
Maximum Benefit	\$1,000 per Trip

\* *Maximum Trip Cost reimbursement under the plan is \$50,000 per insured.*

**Notes:**

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

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

# Travel Protection Plan Certificate



**Nationwide®**

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

*President*

**TRAVEL PROTECTION CERTIFICATE**

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### LIMITATIONS AND EXCLUSIONS

**NATIONWIDE MUTUAL INSURANCE COMPANY**  
**PASSENGER PROTECTION INSURANCE POLICY**

**GENERAL DEFINITIONS**

**Accident** means a sudden, unexpected, unusual, 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 being the direct and independent cause in the loss.

**Actual Cash Value** means purchase price less depreciation.

**Additional Expense** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

**Bodily Injury** means bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and before the Termination Date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

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

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

**Checked Baggage** means a piece of baggage 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.

**Company** means Nationwide Mutual Insurance Company.

**Covered Expenses** shall mean expenses incurred by You which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the Group Policy; and which do not exceed the maximum limits shown in the Confirmation of Coverage, under each stated benefit.

**Covered Trip** means any class of scheduled trips, tours or cruises You request coverage and remit the required premium.

**Cruise** means any prepaid sea arrangements made You.

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

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

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

**Family Member** means the Insured's or 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, or Business 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 a Traveling Companion is not directly involved.
- c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.

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

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides twenty-four (24)-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395xk);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and
- (g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

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

**Insured** means the person who has enrolled for and paid for coverage under the Group Policy.

**Land/Sea Arrangements** means land and or sea arrangements made by the Participating Organization.

**Loss** means injury or damage sustained by You 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 of Covered Expenses that the Company will pay for Your covered losses.

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

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

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

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date for which the Insured, Traveling Companion or Family Member booked to travel with the Insured: 1) exhibited symptoms which would have caused one to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment or 3) took or received a prescription for drugs or medicine. Item (3) of this definition does not apply to a condition which 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.

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

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

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

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

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

**Travel Supplier** means Seabourn Cruise Line.

**Traveling Companion** means a person or persons with whom the Insured has coordinated Travel Arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.

**Trip** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within fourteen days of the Land/Sea Arrangements.

**You or Your** refers to all persons listed on the Confirmation of Coverage under the program purchased by the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

### **WHEN AN INSURED'S 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 when the Insured departs for the first Travel Arrangement (or alternate Travel Arrangement if he/she must use an alternate Travel Arrangement to reach his/her Trip destination) for his/her Trip.

Trip Cancellation coverage will begin on the Insured's Effective Date.

### **WHEN YOUR COVERAGE ENDS – Your coverage will end at 11:59 local time on the date that is the earliest of the following:**

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;
- (c) the date the Insured leaves or changes his/her Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (d) If the Insured extends the return date, his/her coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;
- (e) The date the Insured cancels the Covered Trip;
- (f) Any Trip that exceeds one hundred eighty (180) days.

### **EXTENDED COVERAGE - Coverage will be extended under the following conditions:**

- (a) When the Insured commences air travel from his/her origination point: within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel.
- (b) If the Insured returns to his/her origination point: within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel.
- (c) If the Insured is a passenger on a scheduled Common Carrier that is unavoidably delayed 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 Covered Trip for which premium has not been paid in advance.

**ARBITRATION -** Notwithstanding anything in the Group Policy to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. All parties must mutually agree to arbitration before arbitration may take place.

However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Group Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.



**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 the Group Policy that conflicts with the state law where the Group Policy is issued is changed to meet the minimum requirements of that law.

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

**The following provisions will apply to Trip Cancellation, Trip Interruption, Trip Delay, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:**

**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 Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

All or a portion of all other benefits provided by the Group 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 the Insured.

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 the Insured for an amount greater than the amount paid by the Insured.

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

**CLAIM FORMS** - When written notice of claim is received, You will be sent forms for filing proof of loss. If these forms are not sent within 15 days, You may meet the proof of loss requirement by sending the Company a written statement of the nature and extent of the loss within the time limit stated in the "Proof of Loss" provision.

**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.

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

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

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

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

**PROOF OF LOSS** - You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss.

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

**VALUATION** - The Company will not pay more than the Actual Cash Value of the property at the time of loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation as determined by the Company. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**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 Your 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 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.

#### **TRIP CANCELLATION**

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are prevented from taking Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion or Family Member; which 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 cancellation of the Trip on or before the Scheduled Departure Date;
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster;
- (c) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure.

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

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

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

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

**SPECIAL CONDITIONS:** You must advise the Participating Organization and the Company as soon as possible in the event of a claim.

#### **SINGLE OCCUPANCY COVERAGE**

The Company will reimburse You for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel. This benefit is subject to the same Maximum Benefit indicated above

#### **TRIP INTERRUPTION**

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are unable to continue on Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion or Family Member; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip;
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster;
- (c) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure.

**The Company will pay for the following:**

- a) unused, non-refundable land or sea expenses prepaid to the Participating Organization and/or Travel Supplier;

b) the airfare paid less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

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

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

#### **TRIP DELAY**

The Company will reimburse You for Covered Expenses, up to the maximum shown in the Confirmation of Coverage, if You are delayed en route to or from the Covered Trip for three (3) or more hours due to a defined Hazard:

Covered Expenses include:

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

#### **SICKNESS MEDICAL EXPENSE**

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

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include but are not limited to:

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

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. 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 New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to this policy for such mandates as they apply to the benefits provided under the Policy.

#### **ACCIDENT MEDICAL EXPENSE**

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

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include, but are not limited to:

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

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will pay benefits for emergency dental treatment for Accidental Injury to sound natural teeth.

Under New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to this policy for such mandates as they apply to the benefits provided under the Policy.

### **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Covered Trip results in the necessary Emergency Evacuation of You. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

Emergency Evacuation means:

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

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

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

Transportation of Dependent Children: If the Insured is in the Hospital for more than two (2) days following a covered Emergency Evacuation, the Company will return the Insured's Dependent Children, who are under nineteen (19) years of age and accompanying him/her on the scheduled Trip to their home, with an attendant if necessary.

Transportation to Join the Insured: If the Insured is traveling alone and is in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured 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 the Insured, for a single visit to and from the Insured's bedside.

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

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

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

### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to the Insured's primary residence if You die during the Covered Trip. This will not exceed the maximum shown on the Confirmation of Coverage.

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

### **BAGGAGE/PERSONAL EFFECTS**

The Company will reimburse You up to the maximum shown on the Confirmation of Coverage, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must accompany You during the Covered Trip.

This coverage is secondary to any coverage provided by a Common Carrier and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

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

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

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

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of loss, theft or damage to baggage and personal effects, less depreciation as determined by the Company; or
- (b) the cost of repair or replacement.

#### EXTENSION OF COVERAGE

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

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

The Company will reimburse You for the expense of necessary personal effects, up to the maximum shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Covered Trip.

You must be a ticketed passenger on a Common Carrier.

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

#### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Emergency Evacuation and Repatriation of Remains:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
2. war, invasion, hostilities between nations (whether declared or not), civil war;
3. participation in any military maneuver or training exercise;
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. mental or emotional disorders, unless hospitalized;
6. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
7. commission or the attempt to commit a felony;
8. dental treatment except as a result of an injury to sound natural teeth;
9. any non-emergency treatment or surgery, routine physical examinations, hearing aids, 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. Injury or Sickness when traveling against the advice of a Physician.

**The following exclusions apply to Sickness Medical Expense and Accident Medical Expense:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;
2. war or act of war (whether declared or undeclared), riot or insurrection;
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 and except to the extent coverage is mandated under New York law;
6. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
7. commission or the attempt to commit a felony or involvement with an illegal occupation;
8. dental treatment except as a result of an injury to sound natural teeth;

9. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
10. pregnancy and childbirth (except for complications of pregnancy); except if hospitalized;
11. traveling for the purpose of securing medical treatment;
12. 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;
13. Injury or Sickness when traveling against the advice of a Physician.

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

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

1. animals;
2. household effects and furnishing;
3. antiques and collector's items;
4. eye glasses, sunglasses or contact lenses;
5. artificial teeth and dental bridges;
6. hearing aids;
7. prosthetic limbs;
8. keys, money, stamps, securities and documents;
9. tickets;
10. credit cards;
11. professional or occupational equipment or property, whether or not electronic business equipment;
12. sporting equipment if loss or damage results from the use thereof.

**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.

## **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 Seabourn 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 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) 828-2459 or 1-(516) 342-7262

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.



## GENERAL DISCLOSURES

This policy provides coverage only related to Your Trip. You may have coverage from other sources that provides you with similar benefits subject to different restrictions. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker. Your travel retailer may not be licensed to sell insurance in all states, and therefore cannot answer technical questions about the benefits, exclusions, and conditions of this insurance and cannot evaluate the adequacy of your existing insurance. This policy may not provide coverage for or may limit coverage related to pre-existing conditions. The purchase of travel insurance is not required in order to purchase any other product or service. In addition to your policy, the product you are purchasing may contain other non-insurance services and/or cancellation fee waivers offered by companies other than Nationwide.

- **Maryland Residents:** The offered insurance coverage may duplicate certain provisions of insurance coverage already provided by the purchaser's homeowner's insurance, renter's insurance, health insurance, or similar insurance coverage. The Commissioner may be contacted to file a complaint at: Maryland Insurance Administration, ATTN: Consumer Complaint Investigation (Property/Casualty), 200 St. Paul Place, Suite 2700, Baltimore, MD 21202.
- **Delaware Residents:** The offered insurance coverage may duplicate certain provisions of insurance coverage already provided by the purchaser's homeowner's insurance, renter's insurance, health insurance, or similar insurance coverage. The purchase of travel insurance would make the travel insurance coverage primary to any other duplicate or similar coverage.
- **California Residents:** For additional information, contact the California Department of Insurance Consumer Hotline, 800-927-4357 or 213-897-8921.
- **New York Residents:** The licensed producer represents the insurer for purposes of the sale of the insurance. Compensation paid to the producer may vary depending on the policy selected, the producer's expenses, volume of business, or the profitability of the insurance contracts. Except as otherwise provided by law, the purchaser may request and obtain information about the producer's compensation based on the sale or any alternative quotes by requesting such information from the producer.





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 1-800-828-2459, 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

**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

**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

**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.*