

# SeabournShield Guest Protection for World Cruises

## 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:**

- **Cancellation Enhancement**  
*Provided by Seabourn Cruise Line*
- **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™*

# Cancellation Enhancement

*The following Cancellation Enhancement is provided by Seabourn Cruise Line and is not an insurance benefit.*

## **SEBOURNSHIELD CANCELLATION ENHANCEMENT – SEBOURN PRE-EXISTING CONDITIONS TRAVEL CREDIT FEATURE**

**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.

# Summary of Benefits

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

**Plan Number:** NWESPR03

**Program Name:** SeabournShield Guest Protection for World Cruises

**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 each section 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	100% of Trip Cost*
Trip Interruption Maximum Benefit Reasonable Expenses Per Day	100% of Trip Cost* \$100
Trip Delay Maximum Benefit	\$1,000
Accident Medical Expense Maximum Benefit Dental Expenses	\$20,000 \$1,000
Sickness Medical Expense Maximum Benefit	\$20,000
Emergency Evacuation and Repatriation of Remains Maximum Benefit Hospital Companion Hospital Companion - Reasonable Expenses (Per Day)	\$50,000 \$2,500 \$100
Baggage/Personal Effects Maximum Benefit	\$3,000
Baggage Delay Maximum Benefit	\$500

NSITC 2200 AH; NSITC 2200 PC

\*Maximum Trip Cost reimbursement under the plan is \$125,000 per insured.

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

## TRAVEL PROTECTION POLICY

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

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# 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.

**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 the Travel Supplier.

**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 the claimant. No depreciation will be applied to fine jewelry. 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, 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.

**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 primary place of residence.

**Hospital** means a facility that:

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

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

**Insured** means the 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 due to the serious and acute nature of the Sickness or Accidental Injury.

**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.

**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.

**Rock Climbing** means the activity of climbing up, down or across artificial rock walls or natural rock formations under the supervision of a guide and utilizing approved safety equipment.

**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.

**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.

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

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

**Travel Supplier** means Seabourn Cruise Line.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. 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 scheduled travel with a defined itinerary away from Your Home up to one hundred eighty (180) days in length 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 or group insurance 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, and
- c) You have insured pre-paid Trip costs.

All coverage 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.

### WHEN YOUR COVERAGE ENDS

Coverage(s) 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 one hundred eighty (180) days.

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

- (a) When You commence air travel from Your origination point: (i) within two (2) days before the commencement of the 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) 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.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Policy shall be in excess of all Other Insurance except where prohibited by law. 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.

**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 other benefits provided by this 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 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, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**PROOF OF LOSS** - 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.

## **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.

### **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 as a result of an Accidental Injury or Sickness that occurs during the Trip. You must receive initial treatment 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 the Accidental Injury or Sickness;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services; and
- (f) emergency and palliative dental treatment (limited to expenses incurred while on Your Trip).

The Company will not reimburse 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.

The Company will reimburse benefits up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for emergency dental treatment for Accidental Injury to Sound Natural Teeth that occurs during the Trip.

### **LIMITATIONS AND EXCLUSIONS**

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

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
3. participation in any military maneuver or training exercise;
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. mental or emotional disorders, unless hospitalized;
6. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless the loss 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 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.



Nationwide®

## NATIONWIDE MUTUAL INSURANCE COMPANY

### MONTANA AMENDATORY ENDORSEMENT

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

The definition of and all references to **Complications of Pregnancy** are deleted throughout the Policy.

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 (excluding Pregnancy) 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.

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

**CONTROLLING LAW** – The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

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

**SUBROGATION** - To the extent necessary for reimbursement of benefits paid to or on Your behalf, the Company is entitled to subrogation against a judgment or recovery received by You from a third party found liable for a wrongful act or omission that caused the injury necessitating benefit payments. The Company's right of subrogation may not be enforced until You have been fully compensated for the Your injuries. You may request that the Company pay a proportionate share of the reasonable costs of the third-party action, including attorney fees. The Company may elect not to participate in the cost of the action. If such an election is made, the Company waives 50% of any subrogation rights. If You intend to institute an action for damages against the third party found liable, You must give the Company reasonable notice of such intention.

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** - Indemnity for loss of life will be payable according to the beneficiary designation and the provisions respecting such payment which may be prescribed in this Policy and effective at the time of payment. If no such designation or provision is then effective, such indemnity will be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at the Company's option, be paid either to Your beneficiary or Your estate. All other indemnities will be payable to You.

If any indemnity of this Policy is payable to Your estate or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to Your written direction in the application or otherwise, all or a portion of any indemnities provided by this Policy on account of Hospital, nursing, medical, or surgical services may, at the Company's option and unless You request otherwise

in writing not later than the time of filing proof of such loss, be paid directly to the Hospital or person rendering such services; but it is not required that the service be rendered by a particular Hospital or person.

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** – The Company, or the Company’s authorized designee, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss unless the Company makes a reasonable request for additional information or documents in order to evaluate the claim. If the Company makes a reasonable request for additional information or documents, the Company will pay or deny the claim within sixty (60) days of receiving the Proof of Loss unless the Company has notified You, Your assignee, or the claimant of the reasons for failure to pay the claim in full or unless the Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Commissioner.

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of 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 of Loss.

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 six (6) months 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. However, if the Company reasonably requests additional information or documents from You in order to process the claim, the Company will pay or deny the claim within sixty (60) days following the date the Company receives the additional information or documents, unless:

- (a) The Company has notified You of the reasons for failure to pay the claim in full; or
- (b) The Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Insurance Commissioner.

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

6. being convicted of a crime while 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;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 10 related to pregnancy and childbirth is deleted in its entirety.

There are no other changes to the Policy.



Secretary



President



Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

## TRAVEL PROTECTION POLICY

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)

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### 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.

**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 the Travel Supplier.

**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 the claimant. No depreciation will be applied to fine jewelry. 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, 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.

**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 primary place of residence.

**Hospital** means a facility that:

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

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

**Insured** means the 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 due to the serious and acute nature of the Sickness or Accidental Injury.

**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.

**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.

**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.

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

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

**Travel Supplier** means Seabourn Cruise Line

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. 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 scheduled travel with a defined itinerary away from Your Home up to one hundred eighty (180) days in length 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 or group insurance 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, and
- c) You have insured pre-paid Trip costs.

All coverage except Trip Cancellation will begin on the Scheduled Departure Date, or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip.

Trip Cancellation coverage will begin on Your Effective Date.

**WHEN YOUR COVERAGE ENDS**

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 one hundred eighty (180) days.

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

- (a) When You commence air travel from Your origination point: (i) within two (2) days before the commencement of the 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) 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.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Policy shall be in excess of all Other Insurance except where prohibited by law. 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.

All or a portion of all other benefits provided by this 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 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, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**PROOF OF LOSS** - 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. You or Your Traveling Companion being hijacked, Quarantined, required to serve on a jury, or subpoenaed within ten (10) days of departure; or having Your Home made Uninhabitable by Natural Disaster.
5. You or Your Traveling Companion being directly involved in a traffic accident (substantiated by a police report provided by You to the Company) while en route to departure.

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.

### **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 pre-paid 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 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 so disabling as to prevent that person's continued participation on the Trip.
3. Sickness, Accidental Injury or death of a non-traveling Family Member.
4. 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.
5. You or Your Traveling Companion being directly involved in a traffic Accident while en route to departure (substantiated by a police report provided by You to the Company).

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 Suppliers;
- (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.

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 on a one-time basis, 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 three (3) 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 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.

## **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 or a Hospital of Your choice 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 in the Hospital 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 their home, 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. Reasonable Expenses: The Company will also pay for Reasonable Expenses incurred by the person up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits.

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.

## **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 (En Route to Destination 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 except for travel to final destination or Home.

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, and Trip Delay:

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
3. participation in any military maneuver or training exercise;
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. mental or emotional disorders, unless hospitalized;
6. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless the loss 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;
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.

##### 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;
2. participation in any military maneuver or training exercise;
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;
5. services and/or supplies that do not meet the definition of Necessary 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. 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;
13. musical instruments;
14. 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.



Nationwide®

## NATIONWIDE MUTUAL INSURANCE COMPANY

### MONTANA AMENDATORY ENDORSEMENT

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

The definition of and all references to **Complications of Pregnancy** are deleted throughout the Policy.

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

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Pre-Existing Condition** is amended to include "illness, disease, or other condition (excluding pregnancy)"

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

**CONFORMITY WITH MONTANA STATUTES** – The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

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

**PAYMENT OF CLAIMS** - Indemnity for loss of life will be payable according to the beneficiary designation and the provisions respecting such payment which may be prescribed in this Policy and effective at the time of payment. If no such designation or provision is then effective, such indemnity will be payable to Your estate. Any other accrued indemnities unpaid at Your death may, at the Company's option, be paid either to Your beneficiary or Your estate. All other indemnities will be payable to You.

If any indemnity of this Policy is payable to Your estate or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to Your written direction in the application or otherwise, all or a portion of any indemnities provided by this Policy on account of Hospital, nursing, medical, or surgical services may, at the Company's option and unless You request otherwise in writing not later than the time of filing proof of such loss, be paid directly to the Hospital or person rendering such services; but it is not required that the service be rendered by a particular Hospital or person.

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** – The Company, or the Company's authorized designee, will pay a claim within thirty (30) days after receipt of acceptable Proof of Loss unless the Company makes a reasonable request for additional information or documents in order to evaluate the claim. If the Company makes a reasonable request for additional information or documents, the Company will pay or deny the claim within sixty (60) days of receiving the Proof of Loss unless the Company has notified You, Your assignee, or the claimant of the reasons for failure to pay the claim in full or unless the Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Commissioner.

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written Proof of 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 of Loss.

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 six (6) months 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, 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. However, if the Company reasonably requests additional information or documents from You in order to process the claim, the Company will pay or deny the claim within sixty (60) days following the date the Company receives the additional information or documents, unless:

- (a) The Company has notified You of the reasons for failure to pay the claim in full; or
- (b) The Company has a reasonable belief that insurance fraud has been committed and the Company has reported the possible insurance fraud to the Insurance Commissioner.

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

6. being convicted of a crime while 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;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the exclusion for pregnancy and childbirth is deleted.

There are no other changes to the Policy.



Secretary



President

## 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.*