# TRAVELCARE INTERNATIONAL EVAC-REPAT PLAN

# **Summary of Benefits**

#### **IMPORTANT**

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

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

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

#### **SCHEDULE OF BENEFITS**

COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
Emergency Evacuation	
Maximum Benefit	\$1,000,000
Hospital Companion	\$1,500
Hospital Companion – Reasonable Expenses (Per Day)	\$200
Return Unattended Vehicle	\$1,000
Return Baggage	\$150
Repatriation of Remains	
Maximum Benefit	\$1,000,000
Non-Medical Emergency Transportation	
Maximum Benefit	\$100,000

NSITC 2200 PC

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



Nationwide Mutual Insurance Company One Nationwide Plaza Columbus, Ohio 43215

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

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

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

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

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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

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

Secretary

Mark Bluen
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.

Adventure Sports means non-professional and non-competitive sports activities that are generally performed for recreation and leisure, and which are not a Bodily Contact Sport, Extreme Sport, Interscholastic Sport, Organized Sport or Mountaineering. Adventure Sports include but are not limited to: cycling, fishing, swimming, scuba diving for certified divers up to a maximum depth of sixty (60) feet and for uncertified divers up to a maximum depth of thirty (30) feet, snorkeling, white or black water rafting Grades 1-3, canoeing, kayaking, zip-lining, water skiing, camping, hiking, backpacking, sailing, boating, downhill Skiing, cross country Skiing, snowboarding, snowmobiling, sledding or tobogganing, snow tubing, ice skating, resort-sponsored activities, and approved activities of the Travel Supplier.

**Bodily Contact Sports** means any competitive team sport in which players or participants may have direct physical contact with an opponent. Bodily Contact Sports include but are not limited to: football, soccer, baseball, wrestling, ice hockey, rugby and lacrosse. Bodily Contact Sports do not include Adventure Sports, Extreme Sports, Interscholastic Sports, Organized Sports or Mountaineering.

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

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

**Company** means Nationwide Mutual Insurance Company.

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

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

**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.

**Extreme Sports** means any high-risk non-team sport or recreation activity that is dangerous and if performed optimally, even by the highly skilled, risks loss of life or limb. Extreme Sports often involve speed, height, a high level of physical

exertion and/or highly specialized gear. Extreme Sports include but are not limited to: skydiving, BASE jumping, hang gliding, Parachuting, bungee jumping, caving, rappelling, spelunking, white or black water rafting above Grade 3, Skiing or snowboarding outside marked trails or in an area accessed by helicopter, Mountaineering, Rock Climbing, any high-altitude activity, personal combat or fighting sports, rodeo, racing or practicing to race any motorized vehicle, bicycle or watercraft, free diving, and scuba diving at a depth greater than sixty (60) feet or without a dive master. Extreme Sports do not include Adventure Sports, Bodily Contact Sports, Interscholastic Sports or Organized Sports.

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

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

Home Country means the country where You have Your true, fixed and permanent place of residence and principal establishment.

#### 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.

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

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions if the participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports includes the practice or training for the competition and the travel to or from such practice or competition in a vehicle designated by the educational institution, both while under the direct and immediate supervision of an employee of the educational institution. Interscholastic Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Intramural Sports, Recreational Sports, club sports or Mountaineering.

**Intramural Sports** means competitive recreational sports organized within a school where matches or games are conducted between students of the same school (as opposed to teams who compete with other schools). Activities for Intramural Sports participants are not considered Interscholastic Sports.

**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.

**Mountaineering** means the sport, hobby or profession of walking, hiking, climbing and Rock Climbing up mountains that requires the use of ropes, harnesses, crampons or ice axes, or involves ascending beyond an altitude of four thousand five hundred (4,500) meters.

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

Organized Sports means Intramural Sports or Recreational Sports.

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

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

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

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

**Recreational Sports** mean those activities where the primary purpose of the activity is participation, with the related goals of improved physical fitness, fun, and social involvement. Recreational sports are usually perceived as being less stressful, both physically and mentally, on the participants. There are lower expectations regarding both performance and commitment to the sport in the recreational sphere as compared to competitive sports. Recreational Sports do not include Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intramural Sports or Mountaineering.

**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.

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

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

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

**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.

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

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

Travel Assistance Company means the service provider listed on Your purchase confirmation.

Travel Supplier means a Cruise line, airline, hotel, etc., who has made the land, air and/or sea arrangements.

**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 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.

You or Your refers to the Insured.

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

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

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

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

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

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

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

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

#### WHEN YOUR COVERAGE BEGINS - Provided:

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

All coverage will begin on the later of the Effective Date or upon Your departure from Your Home Country.

#### WHEN YOUR COVERAGE ENDS:

All Coverages will end the earliest of the following:

- (a) when Your Trip exceeds ninety (90) days;
- (b) upon Your return to Your Home Country.

#### The following provisions apply to all benefits:

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

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

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

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

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

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

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

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

#### **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.

## **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. If elected, Transportation to Your Hospital of choice will begin when You are determined to be stable enough for Transportation. Once You arrive at the Hospital of choice, this coverage ends.
- (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 expected to be in the Hospital for more than two (2) days following a covered Emergency Evacuation, or pass away during the Trip, the Company will return Your unattended minor child(ren) (under the age of eighteen (18)) who is/are accompanying You on the scheduled Trip, to the domicile of a person nominated by You or Your next of kin with an attendant if necessary.

#### Hospital Companion:

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

If You suffer an Accidental Injury or Sickness while on the Trip that results in Hospitalization and the attending Physician advises You against driving Your vehicle home, the Company will pay the charges imposed up to the Maximum Benefit

shown on the Schedule of Benefits, subject to any applicable sub-limits, to return the unattended vehicle to Your Home. This coverage is only afforded to non-commercial vehicles.

If You are transported under a covered Emergency Evacuation and Your Baggage doesn't accompany You during evacuation, the Company will reimburse You or the supplier directly, up to the Maximum Benefit shown on the Schedule of Benefits, subject to any applicable sub-limits, for any cost associated with transporting Your Baggage to either the location You were evacuated to or to Your Home (or Scheduled Destination in case of a one-way Trip).

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

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

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

#### REPATRIATION OF REMAINS

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

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

#### NON-MEDICAL EMERGENCY TRANSPORTATION

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

#### **Covered Reasons:**

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

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

The Company will pay benefits for Your transportation only if the actual evacuation process has been initiated within seven (7) days from the initial Natural Disaster, Security Situation or Political Situation evacuation notice advised or posted, whichever is earlier, by the recognized government of either the United States or the Host Country.

#### LIMITATIONS AND EXCLUSIONS

# The following exclusions apply to Emergency Evacuation and Repatriation of Remains:

Loss caused by or resulting from:

- 1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war. This exclusion does not apply if You are an innocent bystander to these events;
- participation in any military maneuver or training exercise, or any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 4. participation as an athlete in professional sports, amateur sports, Interscholastic Sports or Intramural Sports;
- 5. participating in Bodily Contact Sports or Extreme Sports;
- 6. traveling for the purpose of securing medical treatment;
- 7. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 8. services and/or supplies that do not meet the definition of Necessary Treatment;

- 9. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
- 10. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
- 11. any expenses incurred in Your Home Country.

# The following exclusions apply to Non-Medical Emergency Transportation:

The Company does not cover:

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

# **Nationwide Mutual Insurance Company**

#### COLORADO CIVIL UNION AMENDMENT

This Amendment forms a part of the Policy to which it is attached and provides Benefits, to the extent Benefits are provided to married couples, spouses, and their families under the Policy, to a partner in a civil union or party to a civil union and their families as required by Colorado law. In order to receive benefits in accordance with this Amendment, the civil union must be established in the state of Colorado according to Colorado law.

The following Policy definitions, provisions, and terms including:

- Insured, only to the extent that the term includes "spouse" or "dependent"
- Named Insured, only to the extent that the term includes "spouse" or "dependent"
- Covered Person(s)
- You and/or Your
- Spouse
- Husband or Wife
- Dependent
- Family
- Family Member
- Heir
- Immediate Family
- Next of Kin

and any other policy definitions, provisions, and terms denoting a familial or spousal relationship in this Policy, are amended, wherever appearing, to include a partner in a civil union or party to a civil union under Colorado law.

This Amendment is hereby accepted and deemed valid on the effective date of the Policy.

Payment of premium on or after the effective date of the Amendment shall constitute acceptance by the Policyholder of the Policy modifications contained herein.

No other Policy provision or condition is changed in any way by this Amendment, except as described above.

Signed for the Company at Columbus, Ohio

Mark Bewen

President

Secretary



# STATE MANDATED LANGUAGE INDIVIDUAL POLICY NSIITC 2000 AH and NSIITC 2000 PC

#### **NEVADA AMENDATORY ENDORSEMENT**

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

Domestic Partner means a partner who shall be established in Nevada when:

- (a) Both persons have a common residence;
- (b) Neither person is married or a member of another domestic partnership;
- (c) The two persons are not related by blood in a way that would prevent them from being married to each other in the State of Nevada;
- (d) Both persons are at least 18 years of age; and
- (e) Both persons are competent to consent to the domestic partnership.

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

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

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

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

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date of the transaction, plus 2 percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 9 related to being under the influence of drugs or intoxicants is deleted in its entirety.

#### **NSIITC 2400 NV PC**

#### RHODE ISLAND AMENDATORY ENDORSEMENT

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

**Domestic Partner:** An individual in an exclusive, intimate and committed relationship with You. This relationship is certified by affidavit that it meets the following qualifications:

- 1. You and Your Domestic Partner are at least 18 years of age and are mentally competent to contract;
- 2. You and Your Domestic Partner are not married to anyone else or related by blood;

- 3. You and Your Domestic Partner reside together and have resided together for at least one (1) year prior to the date of the certified affidavit;
- 4. You and Your Domestic Partner are financially interdependent as evidenced by two (2) of the following:
  - a. A domestic partnership agreement or relationship contract;
  - b. A joint mortgage or joint ownership of a primary residence;
  - c. Two of the following:
    - i. A joint ownership of a motor vehicle;
    - ii. A joint checking account;
    - iii. A joint lease; and/or
  - d. One (1) person has been designated as a beneficiary for the other person's will, retirement contract or life insurance.

Definitions, provisions and terms denoting a familial or spousal relationship in this Policy, are amended, wherever appearing, to include a Domestic Partner.

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

**Family Member** means Your legal or common law 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, or Domestic Partner.

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

## **Hospital** means a facility that:

- a) is an institution operated pursuant to law and, with respect to insurers permitted to contract with hospitals, be a contracting hospital; and
- b) is primarily and continuously engaged in providing or operating either on its premises or in facilities available to the hospital on a pre-arranged basis and under the supervision of a staff of duly licensed physicians, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
- c) Provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (R.N.'s).

#### Hospital does not include:

- a) Convalescent homes, convalescent, rest or nursing facilities; or
- b) Facilities primarily affording custodial, educational or rehabilitory care; or
- c) Facilities for the aged, drug addicts, or alcoholics; or
- d) Any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or agency thereof for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability exists for charges made to the individual for such services.

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

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

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

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

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

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

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

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins. Notice should include Your name, the Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative. Failure to give notice of claim within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such notice of claim is furnished as soon as reasonably possible.

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

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Policy for any Loss other than Loss for which this Policy provides any periodic payment will be paid within thirty (30) days after 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.

**NSIITC 2400 RI** 

# Travel Assistance Program Description – Provided by UnitedHealthcare Global Assistance

#### **Emergency Transportation Services**

Emergency Medical Evacuation/Medically-Necessary Repatriation • Repatriation of Mortal Remains • Transportation after Stabilization • Visit by Family Member/Friend • Return of Dependent Children • Non-Medical Emergency Transportation

# **Travel Support Services**

Medical Monitoring • Hotel Arrangements for Convalescence • Medical and Dental Search and Referral • Advance of Emergency Medical Expenses • Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses • Transfer of Insurance Information and Medical Records • Assistance with Emergency Travel Arrangements • Interpretation/Translation • Locating Lost or Stolen Items • Emergency Cash Advance

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

CALL TOLL FREE: 800-527-0218 (within the United States and Canada)

OR CALL COLLECT: 410-453-6330 (From all other locations)

\*\*When calling please identify yourself as a TravelCare Insured

## Travel Assistance Services Details Travel Support Services

- Interpretation/Translation: Upon request, UHCG will assist with telephone interpretation in all major languages. If you
  require ongoing or more complex translation services, UHCG will refer you to local translators.
- Locating Lost or Stolen Items: UHCG will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- Medical Monitoring: During the course of a medical emergency resulting from an accident or sickness, UHCG will
  monitor your case to determine whether the care is adequate from a Western Medical perspective.
- Medical and Dental Search and Referral: UHCG will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- Advance of Emergency Medical Expenses: UHCG will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses: UHCG will arrange
  to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. UHCG will
  also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for
  payments of all costs related to these services.
- Transfer of Insurance Information and Medical Records: Upon your request, UHCG will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- Assistance with Vaccine and Blood Transfers: If based upon your physician's prescription, needed vaccines or blood
  products are not available locally, UHCG will coordinate the transfer where possible and permissible by law. You are
  responsible for all expenses related to this service.

# Non-Insurance Personal Assistance Services

These are Non-Insurance Services provided by UHCG:

- Pre-Trip Information: Upon request, UHCG will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- Interpretation/Translation: If during your Trip you need an interpretation, UHCG will assist with telephone interpretation
  in all major languages. If you require ongoing or more complex translation services, UHCG will refer you to local
  translators.
- Legal Referral/Bail: Upon request, UHCG will provide you with referrals to a local lawyer. All costs associated with this
  service are your responsibility. In case of your incarceration, UHCG will notify the proper embassy or consulate,
  arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law,
  with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated
  fees.
- Emergency Cash Advance: UHCG will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

#### FOR FILING A CLAIM

Contact the Nationwide Plan Administrator online at: <a href="https://cbpconnect.com">https://cbpconnect.com</a>

Customer Service: 866-223-2835

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

On Behalf of Nationwide Mutual Insurance Company and Affiliated Companies

P.O. Box 26222 Tampa, FL 33623

Or E-mail your information to: NWTravClaims@cbpinsure.com, or Fax to: 800-560-6340

#### **HEALTH SERVICES HUB**

Wellness is about promoting personal health and fitness through the natural therapies of diet, nutritional supplements, the benefits of exercise, as well as having a healthy attitude to help improve your total quality of life. Your Travel Plan relationship offers a comprehensive resource that aims to help you achieve personal health and wellness goals regardless of age, gender or level of fitness. This program provides You with the tools to make wellness part of your daily life as well as a great way to help you to get ready for your upcoming trip.

Enrolled participants get access to individual home fitness programs, assessment calculators, disease prevention studies, health tips, guidance on nutrition, weight loss and exercise as well as additional links to other health-related sites. The site is quick, simple and easy to navigate.

Please visit <a href="https://www.healthserviceshub.com/account/promo">https://www.healthserviceshub.com/account/promo</a> and use the Promo Code "CBPCONNECT" to gain access to the site. Once there, you will register by creating your own username and password. You can then begin using these helpful tools which are included as part of your Travel Protection Plan.