



**Nationwide®**

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

All premium is non-refundable after a ten (10) day review period from the date of purchase in the event You have not incurred any claims during that time. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid in direct proportion of the actual amount paid to the required premium due.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

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

*Secretary*

*President*

## **TRAVEL PROTECTION CERTIFICATE**

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### **LIMITATIONS AND EXCLUSIONS**

**NATIONWIDE MUTUAL INSURANCE  
COMPANY  
TRAVEL PROTECTION INSURANCE  
CERTIFICATE**

**GENERAL  
DEFINITIONS**

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

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

**Accidental Injury** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect.

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

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

**Bankruptcy** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

**Bodily Contact Sports** means any sport where the objective is to physically render an opponent unable to continue with the competition such as boxing and full contact karate.

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

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

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

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

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

**Company** means Nationwide Mutual Insurance Company.

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

**Covered Expenses** means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Certificate; and that do not exceed the Maximum Benefit limits shown in the Confirmation of Coverage, under each stated benefit.

**Cruise** means any prepaid sea arrangements made by Travel Supplier.

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

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

**Domestic Partner** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

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

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

**Extreme Sports** means an athletic pursuit that involves a high degree of danger or risk.

**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, Business Partner, Domestic Partner who reside in the United States, Canada or Mexico.

**Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, Cruise line, or airline provided the Financial Insolvency occurs more than ten (10) days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom You purchased travel arrangements supplied by others.

**Hazard**

means:

- a) Any delay of a Common Carrier (including Inclement Weather).
- b) Any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved.
- c) Any delay due to lost or stolen passports, travel documents or money; Quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.
- d) A closed roadway causing cessation of travel to the destination of the Trip (substantiated by the department of transportation, state police, etc.).

**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.

**Host at Destination** means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

**Hotel/Motel** means an establishment that provides lodging for the general public and usually meals, entertainment and various personal services.

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

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**Insured** means the person who enrolled for coverage and whose premium was paid under the Policy.

**Land/Sea Arrangements** means pre-paid land and/or sea arrangements made by the Travel Supplier.

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

**Maximum Benefit** means the largest total amount that the Company will pay under any one benefit for You, as shown on the Confirmation of Coverage.

**Medically Necessary** means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**Mountaineering** means the sport, hobby or profession of walking, hiking and climbing up mountains either: 1) utilizing harnesses, ropes, crampons, or ice axes; or 2) ascending 4,500 meters or above.

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

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

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

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

**Policy** means the Group Master Policy including the application and any endorsements, riders or amendments that will attach during the period of coverage.

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

The Pre-Existing Conditions exclusion is waived if You (a) enroll in this Certificate within fourteen (14) days of the initial Trip deposit; (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel at the time the premium is paid.

**Quarantine** means Your strict isolation imposed by a Government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

**Reasonable and Customary Charges** means charges commonly used by Physicians in the locality in which care is furnished.

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

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

**Sickness** means an illness or disease of the body that: 1) requires a physical examination and medical treatment by

a Physician and 2) commences while Your coverage is in effect. An illness or disease of the body that begins prior to the Effective Date of coverage is not a Sickness as defined herein and is not covered by this Certificate unless it suddenly worsens or becomes acute after the Effective Date.

**Sound Natural Teeth** means teeth that are whole or properly restored and are without impairment, periodontal or other conditions and are not in need of the treatment provided for any reason other than an Accidental Injury. For purposes of this Certificate, teeth previously restored with a crown, inlay, onlay, or porcelain restoration or treated by endodontics, except amalgam or composite resin fillings, are not considered Sound Natural Teeth.

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

**Terrorist Incident** means an incident deemed a terrorist act by the United States Government that causes property damage and or loss of life.

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

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

**Travel Supplier** means tour operator, Participating Organization, Cruise line, airline, hotel, travel agency, etc. who has made the land, air and/or sea arrangements.

**Trip** means a trip or class of trips as described on the Confirmation of Coverage.

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

**Uninhabitable** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the building is without electricity or water and/or is not suitable for human occupancy in accordance with local authority guidelines.

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

## **GENERAL PROVISIONS**

The following provisions apply to all coverages:

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

**CONTROLLING LAW** - Any part of this Certificate that conflicts with the state law where the Certificate 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 are located shall have jurisdiction over the individual or group insurance coverage as if such coverage or plan were issued directly to You.

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

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

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

**ASSIGNMENT** - This Certificate is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

**WHEN YOUR COVERAGE BEGINS -**

Provided: (a) coverage has been elected;  
and  
(b) the required premium has been paid.

All coverage (except Trip Cancellation) will begin at 12:01 A.M. local time at Your location on the Scheduled Departure Date. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date.

Trip Cancellation coverage will begin on Your Effective Date.

**WHEN YOUR COVERAGE ENDS** - Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

- (a) the date the Policy is terminated or the date the Participating Organization no longer participates in the program, unless You purchased insurance prior to the date of termination. If insurance was purchased prior to the date of termination, insurance will continue to the end of Your Trip;
- (b) the Scheduled Return Date as stated on the travel tickets;
- (c) the date You return to Your origination point if prior to the Scheduled Return Date;
- (d) the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (e) 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;
- (f) the date Your Trip is cancelled;
- (g) when Your Trip exceeds ninety (90) days.

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

- (a) When You commence air travel from Your origination point: (i) within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (b) If You return to Your origination point: (i) within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (c) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days in reaching the final destination, coverage will be extended for the period of time needed to arrive at the final destination.

**The following provisions apply to all benefits except Baggage/Personal Effects and Baggage Delay:**

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

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for

Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

All or a portion of all benefits provided by this Certificate may, at the option of the Company, be paid directly to the Participating Organization. All benefits not paid to the Participating Organization will be paid to You.

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

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

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

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

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

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

**NOTICE OF LOSS** - If Your property covered under this Certificate is lost, stolen or damaged, You must: (a) notify the Company, or its authorized representative as soon as possible; (b) take immediate steps to protect, save and/or recover the covered property; (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage; (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.



**PROOF OF LOSS** - You must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under this Certificate.

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

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

**BENEFIT TO BAILEE** - This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**ACCIDENTAL DEATH AND  
DISMEMBERMENT**

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

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

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

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
2. eye means an entire and irrecoverable Loss of sight;
3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

**EXPO  
SURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

**DISAPPEAR  
ANCE**

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

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

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

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

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

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
2. eye means an entire and irrecoverable Loss of sight;
3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

### **EXPOSURE**

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

### **DISAPPEARANCE**

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

### **ACCIDENT MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage subject to any Deductible shown on the Confirmation of Coverage, if You incur Covered Medical Expenses for Treatment of an Accidental Injury that occurs during the Trip.

Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Accidental Injury.

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

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

The Company will not pay benefits in excess of the Reasonable and Customary Charges. The Company will not cover

any expenses provided by another party at no cost to You, or already included within the cost of the Trip.

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

If You are Hospitalized due to an Accidental Injury that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

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

The Company will reimburse You for the expense of necessary personal effects, up to the Maximum Benefit shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Trip.

You must be a ticketed passenger on a Common Carrier.

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

#### **BAGGAGE/PERSONAL EFFECTS PERSONAL EFFECTS AND PROPERTY**

The Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage, if You sustain Loss, theft or damage to baggage and personal effects during the Trip, provided You have taken all reasonable measures to protect, save and/or recover the property at all times. The baggage and personal effects must be owned by and accompany You during the Trip. The police or other authority must be notified within twenty-four (24) hours in the event of theft.

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

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

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

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

The Company will pay the lesser of the following:

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

#### **EXTENSION OF COVERAGE**

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

#### **EMERGENCY EVACUATION**

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

Emergency Evacuation means:

- (a) Your medical condition warrants immediate Transportation from the hospital where You are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;

- (b) after being treated at a local Hospital, Your medical condition warrants Transportation to the United States where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

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

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

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

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

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

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

#### **MISSED CONNECTION**

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You miss Your Cruise departure, scheduled during Your Trip, that results from cancellation or delay, for three (3) or more hours, of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Benefits are provided for:

- additional transportation expenses needed for You to join Your departed Cruise;
- reasonable accommodation and meal expenses (up to the per day limit shown on the Confirmation of Coverage);  
and
- pre-paid nonrefundable Trip payments for the unused portion of Your Cruise.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departures but cancel their Cruise due to Inclement Weather.

#### **REPATRIATION OF REMAINS**

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

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

#### **SICKNESS MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage subject to any Deductible shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of Treatment of a Sickness that first manifests itself during the Trip.

Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Sickness.

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

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;

- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines and therapeutic services.

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

If You are Hospitalized due to a Sickness that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

### **TRIP CANCELLATION**

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are prevented from taking Your Trip for any of the following reasons that are Unforeseen and takes place after the Effective Date:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date.

Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You, that results in medically imposed restrictions as certified by a Physician preventing that person's participation in the Trip.

Sickness, Accidental Injury or death of a non-traveling Family Member.

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure.

You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;

A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within thirty (30) days prior to Your Scheduled Departure Date. Benefits are not provided if the Travel Supplier offers a substitute itinerary. This does not include flight connections or other transportation arrangements to reach Your destination.

You or Your Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this does not include war.

Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours.

Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage.

Bankruptcy and/or Default of Your Travel Supplier that occurs more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the insurance has been purchased within ten (10) days of Your initial payment for the Trip.

After five (5) years of continuous employment at the same company, You are terminated or laid-off, from full-time employment by that company within 30 days of the date of Your Trip.

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.

You have a transfer of employment of two hundred fifty (250) miles or more.

The death or Hospitalization of Your Host at Destination within thirty (30) days of the date of Your Trip.

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

- (a) pre-paid, forfeited, non-refundable Payments or Deposits You paid for Travel Arrangements for Your Trip;
- (b) If Your Travel Supplier cancels Your Trip, You are covered up to \$100.00 for the reissue fee charged by the airline for the tickets or up to \$200.00 for the cost charged by the airline to retain Your frequent flyer miles if not used to purchase the airline ticket in conjunction with this Trip. You must have covered the entire cost of the Trip including the airfare.

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Confirmation of Coverage.

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative as soon as possible in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the as soon as reasonably possible.

**TRIP  
DELAY**

The Company will reimburse You for Covered Expenses, up to the Maximum Benefit shown on the Confirmation of Coverage, if You are delayed, while coverage is in effect, en route to or from the Trip for six (6) or more hours due to a defined Hazard.

Covered  
Expenses:

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

**TRIP  
INTERRUPTION**

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You join Your Trip after departure or are unable to continue on the covered Trip due to any of the following reasons that are Unforeseen and takes place after departure:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip.

Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You that results in medically imposed restrictions as certified by a Physician preventing that person's continued participation in the Trip.

Sickness, Accidental Injury or death of a non-traveling Family Member.

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault during the Trip; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence during the Trip.

You or a Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to departure;

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

You or Your Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this

does not include war.

The death or Hospitalization of Your Host at Destination.

Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours.

Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hour and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage.

Bankruptcy and/or Default of Your Travel Supplier that occurs during Your Trip and more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the insurance has been purchased within ten (10) days of Your initial payment for the Trip.

After five (5) years of continuous employment at the same company, You are terminated or laid-off, from full-time employment by that company.

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.

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

(a) unused portion of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Travel Arrangements for Your Trip provided the premium paid is received by the Company (or its authorized representative) and You insure all prepaid Trip costs;

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

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

In no event shall the amount reimbursed exceed the Maximum Benefit shown on the Confirmation of Coverage.

**SPECIAL CONDITIONS:** You must advise the Participating Organization and the Company or its authorized representative as soon as possible in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonable possible.

## **LIMITATIONS AND EXCLUSIONS**

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

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except for Emergency Evacuation and Repatriation of Remains);
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, unless results in the death of a non-traveling Family Member;
3. intentionally self-inflicted injuries;
4. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
5. participation in any military maneuver or training exercise;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental or emotional disorders, unless Hospitalized;
8. participation as a professional in athletics;
9. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician, unless results in the death of a non-traveling Family Member;
10. commission or the attempt to commit a dishonest, fraudulent or criminal act;
11. participating in Bodily Contact Sports; skydiving; hang-gliding; Parachuting; Mountaineering; any race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races); scuba diving, unless accompanied by a dive master and if the depth exceeds thirty (30) feet; spelunking or caving; heliskiing; extreme skiing; Extreme Sports.
12. dental treatment except as a result of an injury to Sound Natural Teeth;
13. pregnancy and childbirth (except for complications of pregnancy);
14. curtailment or delayed return for other than covered reasons;
15. traveling for the purpose of securing medical treatment;
16. services not shown as covered;
17. 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;
18. care or treatment that is not Medically Necessary;
19. Accidental Injury or Sickness when traveling against the advice of a Physician;
20. 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;
21. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.

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

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. bicycles (except when checked as baggage with a Common Carrier);
9. household effects and furnishing;
10. antiques and collector's items;
11. eye glasses, sunglasses or contact lenses;
12. artificial teeth and dental bridges;
13. hearing aids;
14. artificial limbs and other prosthetic devices;
15. prescribed medications;
16. keys, cash, stamps, securities and non-travel documents;
17. tickets;
18. credit cards;



19. professional or occupational equipment or property, whether or not electronic business equipment;
20. cell phones, computer hardware or software;
21. sporting equipment if loss or damage results from the use thereof;
22. musical instruments;
23. 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. confiscation or expropriation by order of any government;
6. war or any act of war whether declared or not;
7. theft or pilferage while left unattended in any vehicle;
8. mysterious disappearance;
9. property illegally acquired, kept, stored or transported;
10. insurrection or rebellion;
11. imprudent action or omission;
12. property shipped as freight or shipped prior to the Scheduled Departure Date.

# STATE MANDATED LANGUAGE GROUP CERTIFICATE NSHTC 2500

## Alabama

No state exceptions.

## Alaska

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

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

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

**MISREPRESENTATION AND FRAUD** – Your coverage shall be void if You have concealed or misrepresented any material fact or circumstance on the application in obtaining the Certificate. All statements and descriptions in an application shall be considered to be representations and not warranties. The misrepresentations, omissions, concealment of facts and incorrect statements may not prevent a recovery under the Certificate unless they are fraudulent, material to the acceptance of the risk or the hazard assumed, or the Company in good faith would not have issued the Certificate or would have issued it differently if the true facts had been known.

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

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

**EXAMINATION UNDER OATH** – You are allowed to have legal representation present when examined under oath.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 17 is deleted in its entirety and replaced with the following:

17. directly caused by, 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;

## NSHTC 2200 AK

## Arizona

No state exceptions.

## Arkansas

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

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

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, upon mutual agreement either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2)

of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

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

Inquiries or complaints regarding this Certificate may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department  
Consumer Services Division  
1200 W. 3<sup>rd</sup> Street  
Little Rock, Arkansas 72201-1904  
Telephone: 800-8525494 or 501-371-2640

#### **NSHTC 2200 AR**

### **California**

No state exceptions.

### **Connecticut**

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

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

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

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

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

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

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

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

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

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of fifteen (15) percent per annum from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than

one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 7, 9, and 10 are deleted in their entirety and replaced by the following:

7. Mental, nervous, emotional, or personality disorders in any form whatsoever unless You are hospitalized for three (3) consecutive days or more after the Certificate Effective Date;

9. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)

10. Commission or the attempt to commit a felony.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 17 and 19 are deleted in their entirety.

**NSHTC 2200 CT**

## **Delaware**

No state exceptions.

## **District of Columbia**

The fact page of the certificate is revised by the addition of the following:

### **THIS IS A LIMITED BENEFIT POLICY, PLEASE READ CAREFULLY**

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

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

Under the section entitled **GENERAL DEFINITIONS**, the following is added to the definition of **Medically Necessary**:

The fact that a **Physician** may prescribe, authorize, or direct a service does not of itself make it **Medically Necessary** by the Individual or group Policy.

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

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

The following is added:

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

#### **NSHTC 2200 DC**

### **Georgia**

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

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

Under the Coverages entitled **TRIP CANCELLATION** and **TRIP INTERRUPTION**, the paragraphs which read:

You, a Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this does not include war.

Is deleted in its entirety and replaced with the following:

You, a Traveling Companion or Family Member, who are military personnel, and who purchased coverage at the time the initial payment was made for the scheduled trip are called to emergency duty for a natural disaster; this does not include war.

#### **NSHTC 2200 GA**

### **Hawaii**

The certificate to which this rider is attached is amended as follows:

Under the section entitled **LIMITATIONS AND EXCLUSIONS**: Exclusion 17 is deleted in its entirety.

#### **NSHTC 2200 HI**

### **Idaho**

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

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

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

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

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

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

**NSHTC 2200 ID**

## Illinois

The certificate to which this rider is attached is amended as follows:

Under the section entitled **GENERAL DEFINITIONS**, the following definition is added:

**Under the Influence of Intoxicants** is defined and determined by the laws of the state or jurisdiction where the loss or cause of loss was incurred.

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

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

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

**SUBROGATION** - The Company is assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits the Company paid for that sickness or injury. You are required to furnish any information or assistance, or provide any documents that the Company may reasonably require in order to exercise the Company's rights under this provision. This provision applies whether or not the third party admits liability.

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

Should you have general complaints regarding this insurance, you may submit your complaint in writing to the following address:

Illinois Division of Insurance  
Consumer Division  
Springfield, Illinois 62767

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 10 is deleted in its entirety and replaced with the following:

11. Commission of or attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation by the Insured.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 17 is deleted in its entirety and replaced with the following:

19. 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. For the purpose of this exclusion, hazardous material, gas, matter or contamination does not include, heat, smoke or fumes from a hostile fire, mold or electromagnetic fields.

## NSHTC 2200 IL

### Iowa

No state exceptions.

### Kentucky

No state exceptions.

### Maine

Under the section entitled **GENERAL DEFINITIONS**, the definitions of **Accidental Injury** and **Actual Cash Value** are deleted in their entirety and replaced with the following:

**Accidental Injury** means Bodily Injury caused by an Accident being the direct and independent cause in the Loss and that 1) requires a physical examination and medical treatment by a Physician and 2) commences while Your coverage is in effect. The injury must be verified by a Physician.

**Actual Cash Value** means the lesser of the replacement cost at the time of loss, less the value of physical depreciation. Physical depreciation is a value determined by standard business practice.

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

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

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

**WHEN YOUR COVERAGE ENDS** - Your coverage will end at 12:01 A.M. local time on the date that is the earliest of the following:

- (a) the day after the date the Policy is terminated, or the date the Participating Organization no longer participates in the program, unless You purchased insurance prior to the date of termination. If insurance was purchased prior to the date of termination, insurance will continue to the end of Your Trip;
- (b) the day after the Scheduled Return Date as stated on the travel tickets;
- (c) the day after the date You return to Your origination point if prior to the Scheduled Return Date;
- (d) the day after the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (e) if You extend the return date, coverage will terminate at 12:01 A.M., local time, at Your location on the day after the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (f) the day after the date Your Trip is cancelled;
- (g) when Your Trip exceeds ninety (90) days.

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

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

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

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Certificate for any Loss other than Loss for which this

Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the **Company** of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5% per month from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. **You** or **Your** assignee shall be notified by the **Company** or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

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

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

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

#### **NSHTC 2200 ME**

### **Maryland**

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

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

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

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

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

#### **NSHTC 2200 MD**

### **Michigan**

No state exceptions.

### **Mississippi**

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

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



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

Upon receipt of a written notice of claim, **We** will furnish any forms required to file a Proof of Loss. If **We** fail to furnish such forms within 15 days after receipt of notice of claim, the claimant shall be deemed to have complied with Proof of Loss requirements upon submitting written proof of loss covering the occurrence within the timeframe for Proof of Loss outlined in the Certificate.

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** - Indemnities payable under the Certificate for any loss will be paid immediately upon receipt of due written proof of such loss. All claims shall be paid within 25 days following receipt by **Us** of due Proof of Loss when acceptable Proof of Loss is filed electronically and 35 days for Proofs of Loss filed in a format other than electronic. If payment is not made within these timeframes, **We** will provide **You** with the reason(s) the claim is not payable or advise **You** of the additional information necessary to process the claim. Once such additional information is provided, the balance of the claim that is payable will be paid with 20 days of receipt of such additional information. Failure to pay within such time periods shall entitle **You** to interest at the rate of 1.5% per month from the date payment was due until final claims settlement or adjudication.

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

**ENTIRE CONTRACT** – The Certificate, including any endorsements and any attached papers constitute the entire contract of insurance. No change to this Certificate shall be valid until approved by an executive officer of the **Company** and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Certificate or to waive any of its provisions.

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

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

#### **NSHTC 2200 MS**

### **Montana**

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

**CONTROLLING LAW** – The provisions of this Certificate 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 Certificate.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 2 is deleted in its entirety and replaced with the following:

2. suicide, attempted suicide or any intentionally self-inflicted injury while sane, unless results in the death of a non-traveling Family Member.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 13 is deleted in its entirety.

#### **NSHTC 2200 MT**

### **Nebraska**

The following amendments are made to **GENERAL PROVISIONS**:

The provision **DISAGREEMENT OVER SIZE OF LOSS** whenever stated in the Certificate is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS**: If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give

an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

The provision **MISREPRESENTATION AND FRAUD** in the General Provisions is deleted in its entirety and replaced with the following:

Your coverage shall be void if You concealed or misrepresented any material fact or circumstance concerning this Certificate, or subject thereof, in obtaining this insurance and such action or inaction deceived the Company to its injury. Also, Your coverage shall be void if You breach a warranty or condition in this Certificate at the time of a Loss and such breach contributes to the Loss.

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

#### **NSHTC 2200 NE**

### **Nevada**

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

**Pre-Existing Condition** means a condition, regardless of the cause of the condition, applicable to You, a Traveling Companion, or a Family Member booked to travel with You, for which medical advice, diagnosis, care or treatment was recommended or received during the 6 months immediately preceding the Effective Date of the new coverage. The term does not include genetic information in the absence of a diagnosis of the condition related to such information.

The Pre-Existing Conditions exclusion is waived if You (a) enroll in this Certificate within fourteen (14) days of the initial Trip deposit; (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel at the time the premium is paid.

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

**TIME OF PAYMENT OF CLAIMS** - Benefits payable under this Certificate for any Loss other than Loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate 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 (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, Exclusion 8 is deleted in its entirety.

#### **NSHTC 2200 NV**

### **New Jersey**

No state exceptions.

### **New Mexico**

No state exceptions.

## North Carolina

Page 1 of the certificate is amended to include the following:

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

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

**Hospital** also means:

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

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

The **LEGAL ACTIONS** provision is deleted in its entirety and replaced with the following:

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS** exclusion 17 is deleted in its entirety.

The **Right of Recovery** provision is deleted in its entirety.

**NSHTC 2200 NC**

## North Dakota

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

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

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss, upon mutual agreement, either You or the Company can make a written request for an appraisal. After the request, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2)

of the three (3) (the appraisers and the arbitrator) will be binding. Such appraisal will be mutually agreed upon by all parties. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

## **NSHTC 2200 ND**

### **Ohio**

The following **FRAUD STATEMENT** added:

#### **FRAUD STATEMENT**

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

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

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

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

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

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

If you have a complaint related to a claim, You should contact the Company. If you disagree with the company's decision, you have the right to file a complaint with the Ohio Department of Insurance, Consumer Services Division, 2100 Stella Court, Columbus, Ohio 43215-1067, (614)-644-2673, toll free in Ohio 1-800-686-1526.

The following **COORDINATION OF DISPUTES** provision is added:

**COORDINATION OF DISPUTES:** If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. (For health maintenance organizations, reference certificate's description of appeal procedures). If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call (614) 644-2673 or 1-800-686-1526.

## **NSHTC 2200 OH**

### **Rhode Island**

The following definition of Domestic Partner replaces the existing definition of Domestic Partner:

**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 year prior to the date of the certified affidavit;
4. You and Your Domestic Partner are financially interdependent as evidenced by two 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 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 and/or Certificate, are amended, wherever appearing, to include a Domestic Partner.

#### **GGEN RI M22 DOM 0817**

### **South Carolina**

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

**Pre-Existing Condition** means any injury, sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which within the sixty (60) day period prior to the effective date under the certificate such person received medical advice or treatment or medical advice or treatment was recommended. 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.

Such an Injury or Sickness will continue to be a Pre- Existing Condition and excluded until the first to occur of the expiration of 12 consecutive months for which You have not received any medical care, consultation, diagnosis, or treatment or the expiration of 12 months from the effective date of coverage.

The Pre-Existing Conditions exclusion is waived if You (a) enroll in this certificate within fourteen (14) days of the initial Trip deposit; (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel at the time the premium is paid.

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 17 is deleted in its entirety.

#### **NSHTC 2200 SC**

### **Utah**

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the following is added to exclusion 17.

This exclusion (17.) does not apply to the extent that the loss is caused by terrorism.

#### **NSHTC 2200 UT**

### **Vermont**

The following is added to page 1 of the certificate:

#### **THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. PLEASE READ YOUR CERTIFICATE CAREFULLY.**

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

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

Your coverage shall be cancelled and any claims denied if, after a Loss, You concealed or misrepresented any material fact or circumstance concerning this certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

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

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

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

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

After claim settlement has been agreed upon by You and the Company, the Company will mail payment in the agreed amount to You and/or the Loss payee within ten (10) working days. Failure to pay within such period shall entitle You to interest at the rate of nine percent (9%) per annum at the expiration of each four (4) weeks during the continuance of the period for which the Company is liable, provided that interest amounting to less than one dollar need not be paid. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof. Under the section entitled **GENERAL PROVISIONS**, the following **CIVIL UNIONS** provision is added:

**CIVIL UNIONS** - This certificate provides benefits for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this certificate, the civil union must be established in the state of Vermont according to Vermont law. It is understood that certificate definitions and provisions designating:

- an Insured
- named Insured
- who is Insured
- who is a named Insured
- covered person(s)
- You and/or Your
- spouse
- Family Member

and any other certificate definitions and provisions designating an Insured under this certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

## NSHTC 2200 VT

### West Virginia

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

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

## NSHTC 2200 WV

### Wisconsin

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

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

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

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 17 is deleted in its entirety.

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

**PROBLEMS WITH YOUR INSURANCE?** — If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**Nationwide Mutual Insurance Company**

**One Nationwide Plaza**

**Columbus, OH 43215**

**1-877-669-6877**

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

**COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103

**NSHTC 2200 WI**

## **Wyoming**

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

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

**NSHTC 2200 WY**