



**Nationwide®**

Nationwide Mutual Insurance Company  
One Nationwide Plaza  
Columbus OH 43215

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

This Certificate of Coverage 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.

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

*Secretary*

*President*

**TRAVEL PROTECTION CERTIFICATE  
EXCESS INSURANCE**

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

**GENERAL DEFINITIONS**

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

**Accidental Injury** means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the Loss.

**Bodily Injury** means identifiable physical injury which: (a) is caused by an Accident, (b) is independent of disease or bodily infirmity, and (c) is the direct cause of death or dismemberment of the Insured within twelve months from the date of the Accident.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**Company** means Nationwide Mutual Insurance Company.

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

**Covered Vehicle** means any vehicle/boat owned or leased by You and used while on Your Trip that is not used for racing, rentals, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use.

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

**Dependent Child(ren)** means the Insured's child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age nineteen (19) and primarily dependent on the Insured for support and maintenance; or (2) who is at least age nineteen (19) but less than age twenty-six (26) and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

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

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

**Family Member** means the Insured's 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.

**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 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, or convalescent home for the aged, or similar institution.

**Individual Coverage Term** means the period of time beginning when You have been enrolled for coverage under the Group Policy and for whom the required premium has been paid.

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

**Loss** means injury or damage sustained by You in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount of Covered Expenses that the Company will pay for Your covered Losses.

**Medically Necessary** means a service or supply which: (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 an Insured's 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.

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

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

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

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

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

**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.

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

**Traveling Companion** means person(s) named and traveling under the same reservation as the Insured. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.

**Travel Supplier** means tour operator, cruise line, hotel etc. who has made the land and/or sea arrangements.

**Trip** means the date of travel shown on Your Confirmation of Coverage for which You purchased this plan.

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

## **GENERAL PROVISIONS**

The following provisions apply to all coverages:

**WHEN YOUR COVERAGE BEGINS** - provided:

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

All coverage will begin at 12:01 A.M. local time, at Your location on the Scheduled Departure Date.

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

- (a) the date the Policy is terminated, 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 the Individual Coverage Term;
- (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 Your Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (e) When You are less than 150 miles from Your primary residence.

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

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

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

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

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

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

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable proof of Loss. Benefits for Loss of life are payable to Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the Claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as

reasonably possible. Notice should include Your name, the Participating Organization's name and the Group Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Group Policy, or to the Company's designated representative.

**PROOF OF LOSS** - The Claimant must send the Company, or its designated representative, proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible.

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

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

All claims shall be paid within thirty (30) days following receipt by the Company of due proof of loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 9 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. An Insured or an Insured's 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.

#### **EMERGENCY ACCIDENT MEDICAL EXPENSE**

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

Emergency 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; Hospital or ambulatory medical-surgical center services;
- (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 Emergency Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Emergency 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.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by the Group Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible

#### **EMERGENCY SICKNESS MEDICAL EXPENSE**

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

Emergency 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; 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.

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.

### **EXCESS INSURANCE LIMITATION**

The insurance provided by the Group Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible

### **EMERGENCY EVACUATION**

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

Emergency Evacuation means:

- (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the Hospital of Your choice where appropriate medical treatment can be obtained; If elected, Transportation to Your hospital of choice will begin when You are determined to be stable enough for Transportation. Once You arrive at the hospital of choice, coverage for all benefits under this Certificate ends.
- (b) after being treated at a local Hospital, Your medical condition warrants transportation to the United States where the Insured resides, to obtain further medical treatment or to recover; or
- (c) both (a) and (b).

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

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

Transportation of Traveling Companion or Dependent Children: If You are in the Hospital for more than two (2) days following a covered Emergency Evacuation, the Company will return Your Traveling Companion and/or unattended Dependent Children accompanying You on the scheduled Trip, to their home.

If You suffer an Injury or Sickness while on the Covered Trip, which results in hospitalization and the attending Physician advises You against driving Your vehicle home, the Company will pay the charges imposed to return the unattended vehicle to Your primary residence. This coverage is only afforded to non-commercial vehicles.

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

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

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

### **REPATRIATION OF REMAINS**

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

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

### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Emergency Accident Medical Expense, Emergency Sickness Medical Expense, Emergency Evacuation and Repatriation of Remains:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only);
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 by a Physician;
10. commission or the attempt to commit a criminal act;
11. participating in bodily contact sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); 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 or if the depth exceeds fifty (50) feet; or a deep sea diving; spelunking or caving; heliskiing; extreme skiing;
12. dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury;
13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
14. pregnancy and childbirth (except for complications of pregnancy); except if hospitalized;
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. Care or treatment that is payable under any Insurance policy that does not require deductible and/or coinsurance payments by You;
20. Injury or Sickness when traveling against the advice of a Physician.



## COORDINATION OF BENEFITS

### Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when You have health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan.

The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

### Definitions

**Plan** is a form of written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policyholder pays the premium.

"Plan" does not include individual or family:

- (a) insurance contracts;
- (b) direct payment subscriber contracts;
- (c) coverage through HMO's; or
- (d) coverage under other prepayment, group practice and individual practice Plans.

**This Plan** is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

**Primary Plan** is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules that differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

**Secondary Plan** is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under the rules of this contract, has its benefits determined before those of that Secondary Plan.

**Allowable Expense** is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is Medically Necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

**Claim** is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of:

- (a) services (including supplies);
- (b) payment for all or a portion of the expenses incurred; or
- (c) a combination of (a) and (b).

**Claim Determination Period** is the period of time, which must not be less than 12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine:

- (a) whether other insurance exists; and
- (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

#### **Order of Benefit Determination Rules**

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

#### **Rules**

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan that covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

#### **Effect on the Benefits of This Plan When it is Secondary**

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

#### **Right to Receive and Release Needed Information**

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

#### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, the Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

#### **Right of Recovery**

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

**Non-complying Plans**

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, the Company will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.

# STATE EXCEPTIONS

## MISSOURI

Form SRTC-2200 MO

### If you reside in the state of MISSOURI:

1. In the Definitions Section the following definitions are amended to read:

**Accidental Injury** means Bodily Injury caused by an Accident being the direct and independent cause in the Loss.

**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 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, or convalescent home for the aged, or similar institution. Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

**Pre-Existing Condition** means any injury, sickness or condition of You, or Your Traveling Companion for which within the sixty (60) day period prior to the Effective Date of Trip Cancellation coverage under the Policy such person received diagnosis or treatment for such injury, sickness or condition.

2. The Subrogation provision and the Arbitration provision are deleted in their entirety.
3. With regard to the medical expense Benefits, the Legal Actions provision is amended to read: **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.

With regard to all other benefits, the Legal Actions provision is amended to read: **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 ten (10) years after the time required for giving proof of Loss.

4. The section entitled Limitations and Exclusions is amended as follows: The exclusions related to 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 or Loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto are amended so that they do not apply if considered a Terrorist Act.
5. With regard to medical expenses, the Payment of Claims provision is amended by the addition of the following provision: If You utilize a public hospital or clinic, and such hospital or clinic submits a claim for benefits, whether or not such person has made an assignment of benefits, the Company will pay the benefits provided by the Policy directly to the hospital or clinic. If, however, a claim for benefits provided by the Policy is paid and then such Public hospital or clinic files a claim for benefits, the Company will not be liable for the duplicate payment of such benefits to such hospital or clinic.
6. With regard to Proofs of Loss for the medical expense benefits, the provision is amended to read: **PROOF OF LOSS:** Written proof of Loss must be furnished to the Company within 90 days after the date of such Loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such 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 of the claimant, later than one year from the time proof is otherwise required.

With regard to all other benefits, the Proofs of Loss Provision is amended to read: **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 the Company requests such proof of Loss. Failure to comply with these conditions shall invalidate any claims under the Policy. However, no claim will be denied based upon Your failure to provide notice within the specified time frame, unless this failure operates to prejudice the Company's rights, as per 20CSR100-1.020.

## **VIRGINIA**

Form SRTC-2200 VA

### **If you reside in the state of VIRGINIA:**

1. Under the section entitled "General Provisions" the following changes are made:  
The provision entitled "Subrogation" is amended to read: **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. (This provision does not apply to the Emergency Accident & Sickness Medical Expense Benefits.)

## NATIONWIDE PRIVACY STATEMENT

FACTS	WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?
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<b>Why?</b>	Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number, government issued identification, and contact information</li> <li>• Policy, account, and contract information</li> <li>• Credit reports and other consumer reports</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non affiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<p>Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices. If you have previously opted out, your preference remains on file and you do not need to opt out again.</p> <p>Please have your account or policy number handy when you call.</p> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	1-800-753-1000

Who we are	
<b>Who is providing this notice?</b>	Nationwide Mutual Insurance Company
What we do	
<b>How does Nationwide protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
<b>How does Nationwide collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>Apply for insurance</li> <li>Make a payment or file a claim</li> <li>Conduct business with us</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

<b>Why can't I limit all sharing?</b>	Federal and state law gives you the right to limit only: Sharing for affiliates' everyday business purposes—information about your creditworthiness; Affiliates from using your information to market to you; and Sharing for non affiliates to market to you. State laws and individual companies may give you additional rights to limit sharing. See below for more information.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit nationwide.com for a list of affiliated companies.
<b>Non affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
<b>Other important information</b>	
<p><b>California Residents:</b> We currently do not share information we collect about you with affiliated or nonaffiliated companies for their marketing purposes. Therefore, you do not need to opt out.</p> <p><b>Nevada Residents:</b> You may request to be placed on our internal Do Not Call list. Send an email with your phone number to <a href="mailto:privacy@nationwide.com">privacy@nationwide.com</a>. You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; email: <a href="mailto:BCPINFO@ag.state.nv.us">BCPINFO@ag.state.nv.us</a>.</p> <p><b>Vermont Residents:</b> For Vermont customers only. We will not share your personal information for marketing purposes with the Nationwide family of companies or third parties without your authorization, except as permitted by law.</p> <p><b>AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents:</b> When we refer to "Information" we mean information we collect during an insurance transaction (not including medical record information). We will not use your medical information for marketing purposes without your consent. We share personal information with non-affiliates without your prior authorization as permitted or required by law. They may use it to investigate fraud, respond to court orders, and conduct actuarial studies. We share it with insurance regulatory authorities and law enforcement. We share it with consumer reporting agencies. They may retain it or disclose it to other companies with which you do business. These other companies use and disclose it to others as permitted by law. We obtain reports prepared by an insurance-support organization. The insurance-support organization keeps copies and discloses them to others. You have a right to access and correct your Information as described below.</p> <p><b>Accessing your information</b> You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at <a href="http://Nationwide.com">Nationwide.com</a> or by calling your agent. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.</p> <p style="text-align: center;"><b>Co-ordinated Benefit Plans</b> Attn: Privacy Officer P.O. Box 26222 Tampa, FL 33623</p>	

Travel Assistance Services are provided by an independent organization and not by the Company. There may be times when circumstances beyond Travel MedEvac's Assistance Provider's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation.



### **Assistance Services**

This document provides details on Assistance Services provided and does not amend, alter or extend the coverage afforded by the certificate of insurance. Electronic summary and digital documents and/or custom links have been provided to the Plan Holder. Although not required to carry for services, we do recommend you carry your confirmation summary and other forms of identification at all times for convenience should you need to contact us if you are admitted to a hospital with a serious or critical injury or illness which may necessitate an evacuation.

### **Customer Service**

If you have questions about the services provided, you can view many of the frequently asked questions by visiting our website [www.travelmedevac.com](http://www.travelmedevac.com) or by reviewing an overview of coverages and services offered by Travel MedEvac. Your specific travel protection plan you elected to purchase, including insurance benefits and services, will be listed in your Confirmation of Coverage. If you have additional questions on your plan, please contact the agent or representative who sold you the plan, or contact Travel MedEvac Customer Service at the following:

#### **Customer Service Contact**

Email: [info@travelmedevac.com](mailto:info@travelmedevac.com)

Phone: 1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

#### **24/7 Emergency Medical Assistance Services**

If you are hospitalized with a serious or critical injury or illness, please call us at the following:

1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

***Press "2" at the Prompt***

Whether you are the insured or calling on behalf of the insured, please have the following information available.

- Full Name of Insured Patient
- Current Condition of Insured Patient
- Name of the Hospital and Location
- Hospital Phone Number(s)
- Name of Physician(s)/Hospital Administrator
- Policy Number



## **If You Are Filing A Reimbursement Claim For Emergency Medical Coverage**

If you are provided emergency medical services at a hospital and seeking reimbursement for out of pocket costs, please utilize the claims form available at <https://www.travelmedevac.com/claims-services/> where additional instructions are available.

You may mail your form and information to:

Co-ordinated Benefit Plans, LLC

On Behalf of Travel MedEvac

P.O. Box 26222

Tampa, FL 33623

Or E-mail your information to: [Team1@cbpinsure.com](mailto:Team1@cbpinsure.com)

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following: Detailed medical statements from treating physicians where and when the accident or Sickness occurred as well as receipts for medical services and supplies. You will also be asked to provide proof of payment.

### **Assistance Services Are Provided Through Travel MedEvac and Its Assistance Provider**

#### **ASSISTANCE SERVICES WHEN HOSPITALIZED**

The following details on steps you should take if you are hospitalized with a serious or critical condition more than 150 miles away from your home.

If you, a family member or companion has an emergency, please have medical treatment sought at the local hospital immediately. If not admitted to the hospital and seeking reimbursement for qualified emergency medical expenses, please follow the instructions on the claim page of our website [www.travelmedevac.com/claims-services/](https://www.travelmedevac.com/claims-services/) to submit a claim to be reimbursed for eligible expenses. If admitted to the hospital for a serious or critical injury or illness, please call us and you will be connected with our Assistance Provider, available 365 days a year, 24 hours a day. Our Assistance Provider will work with you, your family or companion along with the attending Physician(s) and medical facility personnel to review your coverage and arrange payment of qualified medical services direct to the hospital if necessary. If it is determined a medical evacuation may be needed, whether the evacuation is to be carried out via a commercial aircraft or a private, medically equipped aircraft, a Medical Assessment, including Medical Records and other information regarding your health condition, will be needed prior to a medical evacuation being approved and arranged.

#### **MEDICAL EVACUATION ARRANGEMENTS**

Your enrollment in the Plan provides you access to medically warranted hospital-to-hospital evacuation transportation arranged by Travel MedEvac's Assistance Provider and their Medical Evacuation Providers according to the terms, conditions, and limitations set forth in the certificate of insurance.

All arrangements for transportation or assistance services under your plan must be made through Travel MedEvac's Assistance Provider and their Medical Evacuation providers, which when available, use highly accredited EURAMI or CAMTS certified air ambulance companies through our extensive network of providers. Any arrangements made by Plan Holder for medical evacuation services with an alternate air ambulance company or Assistance Provider will not be reimbursed for any charges or expenses incurred without our prior authorized written and notarized approval.

You agree to promptly notify, or have your representative promptly notify us for request of medical evacuation transportation if you believe it may be needed, specifying the nature of the injury or illness. Due to the nature of the services, a reasonable period of time is required to properly initiate a medical evacuation transportation, and you agree that diligence is necessary to properly accommodate a medical emergency. You also agree to provide notice of request at the earliest possible time, so we can secure a comprehensive medical assessment and to allow proper time to determine eligibility and prepare the medical evacuation transportation. Failure to

contact us for the medical evacuation transportation in a timely manner may result in a denial or delay of services.

To facilitate providing the services, you hereby authorize us, Assistance Provider and any Medical Evacuation Provider utilized to disclose or discuss your medical information with any physician, hospital, medical attendant, or others regarding your physical condition including but not limited to medical records and diagnostic images and test results. This authorization shall remain valid until such time as you or your authorized representative revokes it in writing.

You also authorize us, the Assistance Provider and their network of air ambulance providers and any medical personnel or medical facility involved in the medical transport process to review your medical records, diagnostic images, and test results. The sending physician, receiving physician, and the Assistance Provider's, Medical Personnel must agree that the Plan Holder requires continued inpatient hospitalization, meets the criteria for an air medical transport and the Plan holder is medically stable for an approved transport to a qualifying medical facility. The medical evacuation transportation will not be provided until such time as we have obtained a completed medical assessment, the transport meets other applicable terms and there is confirmed admission to the receiving medical facility. Admission to the receiving hospital typically requires medical and financial acceptance. Repatriation from outside one's home country requires proper documentation, such as a passport, visa, etc. to clear customs and is the responsibility of the Plan Holder. A Plan Holder and/or companion may be denied medical evacuation transportation if they are unable to provide such documentation or are denied admission to their home hospital of choice.

You further authorize the Assistance Provider's Medical Evacuation Provider's medical personnel to perform procedures and provide treatment as they deem necessary, both prior to and during the course of your medical evacuation transportation. We do not provide or control the provision of medical services to Plan Holders. Our performance of our obligations under the Travel MedEvac's plan assistance services is ministerial in nature and shall not constitute any undertaking to render medical services, to assume or guarantee the result of medical services provided to Plan Holders, or to guarantee that the medical services performed by others will be rendered in accordance with generally accepted standards or procedures. The parties understand and agree that the rendering of medical services to a Plan Holder and the results thereof are solely within the control of the Medical Evacuation Provider's medical personnel. Travel MedEvac is not liable for any malpractice by the Medical Evacuation Provider, their contracted network of air ambulance companies, or other healthcare providers, and the Plan Holder agrees to hold Travel MedEvac and its assigns harmless for said services.

## **GENERAL EXCLUSIONS AND LIMITATIONS ON ASSISTANCE SERVICES**

Medical evacuation transportation is subject to limitations on the operation of aircraft imposed by mechanical issues, weather, regulations and restrictions imposed by the United States Federal Aviation Administration or comparable aviation administration authority of any other jurisdiction in which a medical facility or Plan Holder may be located, and other conditions beyond the control of Travel MedEvac or the Assistance Provider and their Medical Evacuation Providers.

A Plan Holder weighing in excess of three hundred (300) pounds or having other physical characteristics may limit the ability to place a Plan Holder into an aircraft due to size limitations of a fixed wing air ambulance aircraft and may be prohibited from transport.

The Assistance Provider and its Medical Evacuation Provider will manage the logistics of all air medical transports, including the possibility of using an alternate medical evacuation transportation provider that is part of their extensive worldwide network of accredited air ambulance companies should the need arise. Medical evacuation transportation from airports in some countries is restricted or closed to private aircraft, including air ambulance aircraft, from dusk until dawn which may delay an aircraft from reaching a Plan Holder.

Your plan provides medical evacuation transportation only through the use of ground ambulances and aircraft assigned by Travel MedEvac's Assistance Providers and their Medical Evacuation Providers. Your plan does not reimburse or otherwise allow for transportation arranged by the Plan Holder or provided through any other means (e.g., helicopter). Since your plan requires you to arrange any medical transports or services through our Assistance Provider, Plan Holders will not be reimbursed for expenses they incur on their own.

Both the sending and receiving medical facility must be reasonably accessible by ground ambulance to transport the Plan Holder to and from an airfield capable of accommodating medical aircraft transportation

assigned by us. Air medical transport from remote areas or islands to a location with an airfield accessible to our primary provider's medical aircraft is not provided. Costs of evacuation from these remote areas to a location where we can provide service are the responsibility of the Plan Holder.

Due to limited medical and laboratory facilities on cruise ships, if a Plan Holder becomes ill or injured on a cruise ship, in all cases we will require a Plan Holder to be admitted to a hospital on-shore for a thorough medical assessment before a possible Medical evacuation transportation to another medical facility can be considered.

Aircraft and personnel cannot be sent into countries where the U.S. State Department or other governmental regulatory agency has issued travel restrictions, or to areas where civil aviation has been suspended or restricted, due to a natural disaster, civil unrest, an outbreak of illness/disease or any other cause. Various countries throughout the world may pose travel and/or medical restrictions, at any time, that prevent a transport. Your plan is subject to exclusion in these areas, as well as for any medical evacuation transportation that would be in violation of any Federal Aviation Administration rules or regulations, or comparable aviation administration authority, or Presidential orders restricting air travel for any jurisdiction you may be traveling. A Plan Holder diagnosed with or suspected of having tuberculosis or other chronic pathogens or infectious disease as defined and classified by the Center for Disease Control and Prevention, the National Institutes of Health, or comparable administration authority, may be prohibited from transport due to travel and other governmental restrictions.

The patient, and an accompanying passenger(s) if the medical condition and space allows, are limited to one small carry-on bag each due to limited space available on the medical aircraft.

#### **ADDITIONAL DISCLAIMER AND LIMITATIONS ON LIABILITY**

The Plan Holder acknowledges that medical evacuation transportation is arranged through our Primary Medical Evacuation Provider and their extensive network of air ambulance companies, although the ground ambulance and aircraft is equipped with personnel and equipment to sustain and preserve the life of a patient while in transit, a Plan Holder's condition may deteriorate during the transport to the point of death or irreparable harm. The Plan Holder understands and assumes this risk, and therefore agrees that Travel MedEvac, plan underwriter Nationwide®, our Assistance Provider and their Medical Evacuation Providers or other outside contractors, including their shareholders, officers, managers, employees, agents, affiliates, distributors, predecessors, successors, and assigns, shall not be responsible to any person, including but not limited to the Plan Holder or the Plan Holder's estate, survivors, agents, assigns, or representatives, for the Plan Holder's death or deterioration of the Plan Holder's condition.

Travel MedEvac and its underwriters, managers, employees, agents, affiliates, successors, and assigns shall not be liable for any harm or damages relating to or resulting from services provided by our Assistance Provider, their Medical Evacuation Providers or other outside contractors. Neither Travel MedEvac nor its underwriters, managers, employees, agents, affiliates, distributors, successors, or assigns shall be liable to any person for the death, disability, or injury of the Plan Holder or any other person accompanying the Plan Holder unless the injury is determined by a court to be solely caused by the gross negligence or willful misconduct of Travel MedEvac. We shall not be liable for delay or failure to perform under the plan if such delay or failure is caused by the unavailability of a ground ambulance or aircraft, government restrictions, mechanical failure, acts of god, fire, flood, strike, labor dispute, riot, insurrection, war, or any other cause beyond the control of Travel MedEvac, our Assistance Provider and their extensive network of highly accredited worldwide Medical Evacuation Providers, or other outside contractors.

#### **GENERAL PROVISIONS**

Except as otherwise set forth in this certificate of insurance, the assistance provided is provided on an "as is" and "as available" basis. Travel MedEvac and its managers, employees, agents, affiliates, distributors, successors, and assigns expressly disclaim all warranties of any kind, whether express or implied. The Plan Holder, individually and on behalf of the Plan Holder's estate, and the Plan Holder's survivors, agents, assigns, and representatives, expressly understand and agree that Travel MedEvac and its Assistance Provider, Medical Evacuation Provider,, managers, employees, agents, affiliates, distributors, successors, and assigns shall not be liable to the Plan Holder or the Plan Holder's estate, survivors, agents, representatives, or assigns, or the general public, for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages

relating to or arising out of the plan or the services to be provided hereunder. The total liability of Travel MedEvac and its Assistance Provider, Medical Evacuation Provider, managers, employees, agents, affiliates, distributors, successors, and assigns relating to or arising out of the plan or the services provided hereunder shall not exceed the amount equal to the plan and policy fees paid to date during the current term of your plan. Medical evacuation transportation made pursuant to the plan is subject to rules and limitations of certain international treaties governing international air travel, including but not limited to the Warsaw convention and/or the Montreal convention, which limit the liability of air carriers with respect to death or injury of passengers, for loss or destruction of baggage, or for delay.

The travel protection plan assistance services as defined constitute a summary of the agreement between Travel MedEvac and the Plan Holder. All legal actions arising under or relating to the assistance services provided or arranged by Travel MedEvac through the Assistance Provider and its Medical Evacuation Providers for you under your plan, shall be barred unless written notice thereof is received by us within six (6) months from the date of the services provided.

You further agree to waive the right to trial by jury in any action arising out of or relating to any assistance services provided or arranged by Travel MedEvac and its Assistance Provider or their Medical Evacuation Providers for you under your plan. Your plan cannot be transferred or assigned by you, and any attempted transfer or assignment shall be null and void.

Travel MedEvac, the Assistance Provider and its Medical Evacuation Providers, in its sole discretion, may monitor or electronically record communications between its employees or designated representatives and you in connection with your plan. By enrolling as a Plan Holder, you specifically authorize communications involving you and to which you are a party to be recorded and utilized by us for quality control or other purposes.

## **GENERAL DEFINITIONS**

**“Assistance Provider”** means the company contracted with Travel MedEvac to provide assistance and claims services to our Plan Holders.

**“Medical Evacuation Provider”** means our Assistance Provider’s global network of highly accredited air ambulance and medical evacuation assistance companies.

**“Medical Personnel”** means a licensed physician employed by or contracted with the Assistance Provider or Medical Evacuation Provider to serve in a medical and administrative capacity as the head of the medical personnel employed by or contracted with the Assistance Provider.

**“Medical Assessment”** means an assessment of a patient’s medical condition secured by our Assistance Company working in conjunction with the Medical Evacuation Provider’s medical director and in collaboration with the attending physician. The Assistance Company in collaboration with the Medical Evacuation Provider, will utilize the assessment to determine at its sole discretion whether a Plan Holder is fit to fly; the most appropriate means to provide medical evacuation; the medical personnel who will be accompanying the patient on the transport; and to confirm the medical facility closest to one’s home can meet their medical needs. If the patient’s medical facility of choice is unable to provide the high level of medical care required by the patient, arrangements will be made to transport the patient to the appropriate medical facility closest to their home, or closest to patient’s preferred medical facility in the US when possible.

**“Mexico Only”** means a plan designed for those who only seek coverage when traveling in Mexico during the term of their plan per the eligibility requirements.

**“Plan Holder” or “Plan Holders”** means the individuals listed on the Travel MedEvac enrollment application, whose Travel MedEvac enrollment application has been accepted and approved by us and who have fully paid the applicable plan fees. The Plan Holder is alternatively referred to as “you,” “your,” or the “patient.”

**“Physician”** means a doctor of Medicine (M.D.) or doctor of Osteopathy (D.O.), who is licensed in the jurisdiction where either the sending or receiving medical facility is located, and who is not the Plan Holder’s spouse/domestic partner or the child, brother, sister, parent, or grandparent of the Plan Holder or the Plan Holder’s spouse/domestic partner.

**“Medical Evacuation Provider”** means a licensed direct air carrier and/or ground ambulance company selected by the Assistance Provider to provide and arrange your medical evacuation transportation.

**“Suitable Airport”** means such location, construction, and facilities to safely accommodate the landing,

ground services, maintenance requirements, and take-off of the fixed-wing aircraft assigned by Travel MedEvac.

**“Travel MedEvac”** means Travel MedEvac and its affiliates, successors, and assign Travel Med Evac, LLC is alternatively referred to herein as “we,” “us,” or “our”

**“Travel MedEvac Plan Terms and Conditions”** includes this agreement, your approved Travel MedEvac enrollment application, and the terms published on the most current Travel MedEvac plan documents, plan cost and term sheets on the date of your enrollment.

## **ELECTRONIC SIGNATURE**

You represent and warrant that you have the legal right, power, and authority to agree to the terms of the plan terms and conditions on behalf of yourself, your dependent(s), and any other individual or entity on whose behalf you are acting. You further agree that your action of clicking the “I Agree” checkbox constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act (“E-Sign”) and the Uniform Electronic Transactions Act (“UETA”); that you have executed, entered into, accepted the terms of, and otherwise authenticated the plan terms and conditions; and that you acknowledge and agree that the plan terms and conditions are an electronic record for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act (“UCITA”) and, as such, are completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by, you, your dependent(s), and any other individual or entity on whose behalf you are acting.

## **PLAN COSTS, PLAN FEES AND TERM OF PLAN**

The plan fees and plan costs are as published on the most current Travel MedEvac plan documents and fees term sheet on the date of your enrollment. Your plan is not transferable should a Plan Holder on your plan become deceased. Plan fees and plan costs are non-refundable, except for refunds due to termination of your plan by Travel MedEvac or if a request is made within fifteen (15) days of enrollment confirmation and prior to leaving on your trip and prior to the Plan start date. If eligible, your plan payment (less any plan fees charged) will be fully refunded provided you have not incurred a covered expense or filed a claim. When payment is returned, all the Plan documents are void from the beginning.

## **CONTACT – GENERAL INFORMATION**

Email: [info@travelmedevac.com](mailto:info@travelmedevac.com)

Main Phone: 1-888-963-4933

Outside the USA or Canada Dial: 1-602-344-9225

Travel MedEvac Mailing Address (Not Used For Claims Reimbursement Submission)

Travel MedEvac

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Phoenix, Arizona USA 85050

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