



**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*

Licensed Resident Agent  
(where required by law)

**TRAVEL PROTECTION CERTIFICATE  
EXCESS INSURANCE**

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**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.

**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.

**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.

**Cruise** means any prepaid sea arrangements made by the 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.

**Dependent Child(ren)** means Your 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 You for support and maintenance; or (2) who is up to age twenty-six (26).

**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, or Domestic Partner.

**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.)
- e) Any delay in obtaining travel documents (passport, visa);
- f) Any delay due to quarantine at the airport of Your destination.

**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.

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

**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.

**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, voucher or discount are not Payments or Deposits as defined herein.

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

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

**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.

**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.

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

**Terrorist Attack** means an incident deemed an act of terrorism by the U.S. Department of State and an act of violence, other than civil commotion, insurrection or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to property, by any person acting on behalf of, or in connection with, any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

**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.

**Tuition Expenses** means all pre-paid non-refundable expenses, net of any financial aid, charged by the school for Your participation in the school's academic period. These expenses include tuition. Off-campus rooms, meals, books, extracurricular activities or fraternity/sorority charges are not included.

**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;
- (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) the date Your Trip is cancelled.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Certificate 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.

**The following provisions apply to all benefits except Lost Baggage and Baggage Delay:**

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

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.

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

**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.

**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 Lost Baggage and Baggage Delay coverages:**

**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.

**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.

**LOST BAGGAGE**

The Company will reimburse benefits if Your Checked Baggage is lost due to theft or misdirection by a Common Carrier while You are on a Trip and are a ticketed passenger on the Common Carrier.

The Company will reimburse You for the cost of replacement of the baggage and its contents up to the Maximum Benefit shown on the Confirmation of Coverage.

There will be a Deductible per occurrence as shown on the Confirmation of Coverage.

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.

All claims must be verified by the Common Carrier who must certify the Loss or theft occurred while in possession of the Common Carrier.

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

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.

#### **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 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.

An occurrence in a country or region that is part of the Trip that causes the United States Department of State to issue a travel warning that You should not travel within that country or region for a period of time that would include the Trip.

You or 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 twenty four (24) consecutive hours.

Weather that causes complete cessation of services of the Common Carrier for at least twenty four (24) 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. 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.

After one (1) year of continuous employment at the same company, You or either of Your parents if You are under twenty-three (23) years of age are terminated or laid-off, from full time employment by that company through no fault of Your own within 30 days of the date of Your Trip.

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

You or either of Your parents if You are under twenty-three (23) years of age 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.

Your arrival on the Trip being delayed due to a Hazard that causes You to lose 50% or more of the scheduled Trip duration;

The primary or secondary school where You or Your Dependent Children attend must extend operating session beyond the pre-defined school year, and interferes with Your scheduled Trip dates.

Civil commotion, riot, or civil unrest that prevents You from reaching Your destination for at least forty-eight (48) consecutive hours.

You become pregnant causing You to cancel the Trip. The pregnancy must begin after the Effective Date and the gestational period of the pregnancy must be more than twelve (12) weeks at the time of Your Scheduled Departure Date.

You are required to take an academic examination on a date that was changed after the Effective Date, and the date falls on or after the Scheduled Departure Date and on or before the Scheduled Return Date.

If the Center for Disease Control issues a travel warning that travel should be avoided to Your destination country or region for a period of time that would include 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) non-refundable Tuition Expenses not refunded by the Participating Organization.

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 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.

An occurrence in a country or region that is part of the Trip that causes the United States Department of State to issue a travel warning that You should not travel within that country or region for a period of time that would include the Trip.

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

You or either of Your parents if You are under twenty-three (23) years of age has a transfer of employment of two hundred fifty (250) miles or more.

The death or Hospitalization of Your Host at Destination.

Strike that causes complete cessation of services for at least twenty four (24) consecutive hours.

Weather that causes complete cessation of services of the Common Carrier for at least twenty four (24) 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. 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.

After one (1) year of continuous employment at the same company, You or either of Your parents if You are under twenty-three (23) years of age are terminated or laid-off, from full time employment by that company through no fault of Your own.

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

Your arrival on the Trip being delayed due to a Hazard that causes You to lose 50% or more of the scheduled Trip duration;

The primary or secondary school where You or Your Dependent Children attend must extend operating session beyond the pre-defined school year, and interferes with Your scheduled Trip dates.

Civil commotion, riot, or civil unrest that prevents You from reaching Your destination for at least forty-eight (48) consecutive hours.

You are required to take an academic examination on a date that was fixed after Travel Arrangements were made, and the date falls on or after the Scheduled Departure Date and on or before the Scheduled Return Date.

If the Center for Disease Control issues a travel warning that travel should be avoided within Your destination country or region during Your Trip.

**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;
- c) non-refundable Tuition Expenses not refunded by the Participating Organization.

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 Trip Cancellation, Trip Interruption and Trip Delay:**

Loss caused by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
2. any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces;
3. piloting or learning to pilot or acting as a member of the crew of any aircraft;
4. participation as a professional in athletics;
5. commission or the attempt to commit a dishonest, fraudulent or criminal act;
6. participating in Bodily Contact Sports; skydiving; hang-gliding; Parachuting; Mountaineering; any motorized race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races;) scuba diving, unless You are certified to dive; deep sea diving; spelunking or caving; heli-skiing; extreme skiing; Extreme Sports;
7. curtailment or delayed return for other than covered reasons;
8. 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;
9. care or treatment that is payable under any Other Insurance policy;
10. Accidental Injury or Sickness when traveling against the advice of a Physician.

### **The following exclusions apply to Lost Baggage 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 documents;
17. tickets;
18. credit cards;
19. professional or occupational equipment or property, whether or not electronic business equipment;
20. sporting equipment if loss or damage results from the use thereof;
21. 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 A&H P&C SPLIT

## Massachusetts

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 voluntary, will be by mutual consent by all parties, and 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.

## NSHTC 2200 MA PC

## Oklahoma – P&C

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 **CONTROLLING LAW** provision is deleted in its entirety and replaced with the following:

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

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 voidable 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.

**WARNING:** Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, or makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under the section entitled **GENERAL PROVISIONS**, the **WHEN YOUR COVERAGE ENDS** provision is revised as follows:

All references to 11:59 PM are amended to read 12:01 AM.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 1 is deleted in its entirety and replaced with the following:

1. War or any act of war, whether war is declared or not while serving in military service or any auxiliary thereto;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 4, 6, 8 and 10 are deleted in their entirety.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, subsections which read, “**The following exclusions apply to Baggage Delay and Lost Baggage,**” the exclusions related to war are deleted in their entirety and replaced with the following:

War or any act of war, whether war is declared or not while serving in military service or any auxiliary thereto.

## NSHTC 2200 OK PC

### Tennessee

The following is added to page 1 of the Certificate:

This Certificate is underwritten by:  
Nationwide Mutual Insurance Company  
1 Nationwide Plaza  
Columbus, OH 43215  
(614) 854-3375

The Certificate includes an **EXCESS INSURANCE LIMITATION** on page 6. The benefits in this Certificate are secondary to any valid and collectible insurance.

The Free-Look provision on page 1 is deleted in its entirety and replaced with the following:

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.

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

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

Under the Section entitled **GENERAL DEFINITIONS**, the definition of **Dependent Child(ren)** is deleted in its entirety and replaced with the following:

**Dependent Child(ren)** means Your 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 You for support and maintenance; or (2) who is at least age twenty-six (26).

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 **NOTICE OF CLAIM** provision:

A claim form will be sent to You within 15 days of Our receipt of Your Notice of Claim. If such form is not furnished within fifteen (15) days after the giving of such notice, You shall be deemed to have complied with the requirements of this Certificate as to Proof of Loss upon submitting, within the time fixed in the Certificate for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

The fully completed claim form must be returned to the claims administrator with:

1. Written Proof of Loss.
2. Any other documentation that the Company may reasonably request.

All these required items, including the claim form, must be postmarked within 90 days or as soon as reasonably possible after the date of Loss. Otherwise, the claim may be denied.

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

You must send the Company or the claims administrator, Proof of Loss within 180 days or as soon as reasonably possible after a covered Loss occurs. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not 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 1 year from the time proof is otherwise required.

## NSHTC 2200 TN

### Texas – P&C

Under the section entitled **GENERAL DEFINITIONS**, the definition of **Business Day** is added as follows:

**Business Day** means all days except Saturday, Sunday, or holidays recognized by Texas.

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 two (2) years from the date the cause of action first accrues.

Under the section entitled **GENERAL PROVISIONS**, the following is added to the **WHEN YOUR COVERAGE ENDS** provision:

Coverage will not end solely because a person becomes an elected official in Texas.

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 have 91 days from the date of your Loss to submit your claim to us, except as otherwise provided by law.

Within 15 Business Days after we receive notice of a claim we will:

- acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, we will make a record of the date, means, and content of the acknowledgement.)
- commence any investigation of the claim; and
- request from you all items, statements, and forms that We reasonably believe, at that time, will be required from you. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify you in writing of the acceptance or rejection of a claim no later than 15 business days after we receive all Proof of Loss required by us. If we reject the claim, we will tell you the reasons for the rejection. If we are unable to accept or reject the claim within 15 business days after we receive all Proof of Loss required, we will notify you within the 15 business-day period and tell you why we need additional time to investigate the claim. If we require additional time to investigate your claim, we will notify you if we accept or reject the claim no later than 45 business days after we request additional time to investigate the claim.

Except as otherwise provided, if we delay payment of a claim for more than 60 business days following receipt of all required Proof of Loss, we will pay the amount of the claim plus 18 percent interest per year along with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

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, within thirty (30) days of the date of the disagreement either You or the Company can make a written demand for an appraisal. Within fifteen (15) days 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 within fifteen (15) days of their selection on the amount of the Loss. If they do not agree, they will select an arbitrator within fifteen (15) days from the date of their opinion. 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.

## NSHTC 2200 TX PC

## **TRAVEL ASSISTANCE**

A 24-hour emergency telephone assistance service is available for Your benefit so that, in the event of an emergency while on the Trip, English speaking help and advice may be furnished to You.

### **Traveler's Assistance**

Our multilingual staff can assist You in solving a variety of unexpected complications during the Trip such as lost tickets or belongings and if necessary, may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided. Assistance provided by On Call International.

### **Medical Assistance**

If a medical emergency arises during travel, we will help You find local medical care. Physicians and hospitals worldwide can contact us to help You arrange immediate settlement of medical expenses resulting from an Accidental Injury during the covered Trip. We will coordinate emergency medical situations, with Your home Physician and arrange Emergency Evacuation services. Assistance provided by On Call International.

### **Emergency Cash Transfer**

We can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Trip. Assistance provided by On Call International.

### **For Emergency 24 Hour Medical & Travel Assistance:**

On Call International  
1-877-318-6895 (toll-free)  
1-603-328-1905 (collect)  
7 days a week / 24 hours a day