



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.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

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

Secretary

President

TRAVEL PROTECTION CERTIFICATE

TABLE OF CONTENTS

GENERAL DEFINITIONS

GENERAL PROVISIONS

COVERAGES:

Emergency Evacuation
Repatriation of Remains

LIMITATIONS AND EXCLUSIONS

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

GENERAL DEFINITIONS

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

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

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

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.

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

Company means Nationwide Mutual Insurance Company.

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

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

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.

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 nineteen (19) but less than age twenty-six (26).

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 the required premium for such coverage is received by the Company or its authorized representative.

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.

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

Hospital means a facility that:

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

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

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

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

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

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.

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

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

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

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

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, Cruise line, airline, hotel, travel agency, etc. who has made the land, air and/or sea arrangements.

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

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

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

WHEN YOUR COVERAGE ENDS - The annual coverage provided under this Certificate will end at 11:59 P.M. local time three hundred sixty-four (364) days after the Effective Date. Your coverage per Trip 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) when You are less than one hundred fifty (150) miles from Your primary residence;
- (f) when Your Trip exceeds ninety (90) days.

The following provisions apply to all benefits:

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 Travel Supplier's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

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

EMERGENCY EVACUATION

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

Emergency Evacuation means:

- (a) Your medical condition warrants immediate Transportation from the hospital where You are first taken when injured or sick to the nearest Hospital or 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 where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

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

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

Transportation 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.

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside.

If You suffer an Accidental Injury or Sickness while on the Trip that results in Hospitalization and the attending Physician advises You against driving Your Covered Vehicle home, the Company will pay the charges imposed up to the Maximum Benefit shown on the Confirmation of Coverage 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 You or already included within the cost of the Trip.

REPATRIATION OF REMAINS

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

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

LIMITATIONS AND EXCLUSIONS

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

Loss caused by or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
2. intentionally self-inflicted injuries;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. participation in any military maneuver or training exercise;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. mental or emotional disorders, unless Hospitalized;
7. participation as a professional in athletics;
8. being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
9. commission or the attempt to commit a dishonest, fraudulent or criminal act;
10. traveling for the purpose of securing medical treatment;
11. services not shown as covered;
12. 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;
13. care or treatment that is not Medically Necessary;
14. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming);
15. a Loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when Your coverage is not in effect.
16. Accidental Injury or Sickness when traveling against the advice of a Physician.

STATE MANDATED LANGUAGE GROUP CERTIFICATE NSHTC 2500

Alabama

No state exceptions.

Alaska

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

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

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 12 is deleted in its entirety and replaced with the following

12. directly caused by, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

NSHTC 2200 AK

Arizona

No state exceptions.

Arkansas

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

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

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

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

Arkansas Insurance Department

Consumer Services Division

1200 W. 3rd Street

Little Rock, Arkansas 72201-1904

Telephone: 800-852-5494 or 501-371-2640

NSHTC 2200 AR

California

No state exceptions.

Connecticut

A copy of the Master Policy, form number NSHTC 2500 is available to you upon request.

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

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

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

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

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 6, 8, and 9 are deleted in their entirety and replaced by the following:

6. Mental, nervous, emotional, or personality disorders in any form whatsoever unless You are hospitalized for three (3) consecutive days or more after the Certificate Effective Date;
8. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)
9. Commission or the attempt to commit a felony.

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusions 12 is deleted in its entirety.

NSHTC 2200 CT

Delaware

No state exceptions.

District of Columbia

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

THIS IS A LIMITED BENEFIT POLICY, PLEASE READ CAREFULLY

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

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

The following is added:

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

NSHTC 2200 DC

Georgia

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

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

NSHTC 2200 GA

Hawaii

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, The following exclusions apply to Emergency Evacuation and Repatriation of Remains:

Exclusion 12 is deleted in its entirety.

NSHTC 2200 HI

Idaho

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

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

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

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

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

Idaho Department of Insurance
Consumer Affairs
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043
1-800-721-3272
www.DOI.Idaho.gov

NSHTC 2200 ID

Illinois

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

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

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

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

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

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

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

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

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

Illinois Division of Insurance
Consumer Division
Springfield, Illinois 62767

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 9 is deleted in its entirety and replaced with the following:

9. Commission of or attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation;

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 12 is deleted in its entirety and replaced with the following:

12. The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination. For the purpose of this exclusion, hazardous material, gas, matter or contamination does not include, heat, smoke or fumes from a hostile fire, mold or electromagnetic fields.

NSHTC 2200 IL

Iowa

No state exceptions.

Kentucky

No state exceptions.

Maine

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

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

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

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

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

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

- (a) the day after the date the Policy is terminated;
- (b) the day after the Scheduled Return Date as stated on the travel tickets;
- (c) the day after the date You return to Your origination point if prior to the Scheduled Return Date;
- (d) the day after the date You leave or change the Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (e) when You are less than one hundred fifty (150) miles from Your primary residence.

NSHTC 2200 ME

Maryland

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

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

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

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

NSHTC 2200 MD

Michigan

No state exceptions.

Mississippi

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

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

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

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

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

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

NSHTC 2200 MS

Montana

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

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

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

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane;

NSHTC 2200 MT

Nebraska

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

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

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

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

NSHTC 2200 NE

Nevada

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

NSHTC 2200 NV

New Jersey

No state exceptions.

New Mexico

No state exceptions.

North Carolina

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

Hospital also means:

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS** exclusion 12 is deleted in its entirety.

NSHTC 2200 NC

North Dakota

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 twenty-three (23) and primarily dependent on You for support and maintenance; or (2) who is at least age twenty-three but less than 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.

NSHTC 2200 ND

Ohio

The following **FRAUD STATEMENT** notice is added:

FRAUD STATEMENT

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

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

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

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

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

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

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

NSHTC 2200 OH

Rhode Island

No state exceptions.

South Carolina

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 12 is deleted in its entirety.

NSHTC 2200 SC

Utah

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, the following is added to exclusion 12.

This exclusion (12.) does not apply to the extent that the loss is caused by terrorism.

NSHTC 2200 UT

Vermont

The following is added to page 1 of the certificate:

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

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

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

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

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

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

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

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

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

NSHTC 2200 VT

West Virginia

No state exceptions.

Wisconsin

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

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

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

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

Under the section entitled **LIMITATIONS AND EXCLUSIONS**, exclusion 12 is deleted in its entirety.

NSHTC 2200 WI

Wyoming

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

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

NSHTC 2200 WY

NATIONWIDE PRIVACY STATEMENT

FACTS	WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?
Why?	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.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number, government issued identification, and contact information • Policy, account, and contract information • Credit reports and other consumer reports
How?	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?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non affiliates to market to you	Yes	Yes

To limit our sharing	<ul style="list-style-type: none"> • 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. • Please have your account or policy number handy when you call. <p>Please note: 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>
Questions?	1-800-753-1000

Who we are	
Who is providing this notice?	Nationwide Mutual Insurance Company
What we do	
How does Nationwide protect my personal information?	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.
How does Nationwide collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Apply for insurance • Make a payment or file a claim • Conduct business with us <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

Why can't I limit all sharing?	Federal and state law gives you the right to limit only: <ul style="list-style-type: none"> • 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.
Definitions	
Affiliates	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.
Non affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other important information	
California Residents: 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.	
Nevada Residents: You may request to be placed on our internal Do Not Call list. Send an email with your phone number to privacy@nationwide.com . 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: BCPINFO@ag.state.nv.us .	
Vermont Residents: 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.	
AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents: 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.	
Accessing your information 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 Nationwide.com 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.	
Co-ordinated Benefit Plans Attn: Privacy Officer P.O. Box 26222 Tampa, FL 33623	

Travel assistance services are provided by an independent organization and not by the Company. There may be times when circumstances beyond Travel MedEvac'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 insurance certificate. 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 conformation 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 to review the full description of the Plan or contact the agent or representative who sold you the plan, or call Travel MedEvac Customer Service at the following:

Customer Service Contact

Email: info@travelmedevac.com

Phone: 1-888-963-4933

Outside the USA or Canada Dial:

1-602-344-9225

24/7 Emergency Medical Transport Service

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

Assistance Services Are Provided Through Travel MedEvac and Its Assistance Providers and Partners

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 admitted to the hospital for a serious or critical injury or illness, please call us and you will be connected with our Primary Medical Evacuation Provider and a flight coordinator, available 365 days a year, 24 hours a day. Our Primary Medical Evacuation Provider's flight coordinator and Medical Director will work with you, your family or companion along with the attending Physician(s) and medical facility personnel to determine if you qualify for an evacuation and whether the evacuation is to be carried out via a commercial aircraft or a private, medically equipped aircraft. A Medical Assessment, Medical Records and other information regarding your health condition will be needed prior to a medical evacuation being arranged.

MEDICAL EVACUATION ARRANGEMENTS

Your enrollment in the Plan provides you access to medical evacuation transportation arranged by Travel MedEvac and our Primary Medical Evacuation Provider 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 and its Primary Medical Evacuation Provider using only highly accredited EURAMI or CAMTS certified air ambulance companies within our extensive network of providers. Any arrangements made by Plan holder for medical evacuation services with an alternate air ambulance company will not be reimbursed for any charges or expenses you incur without our prior, authorized, written and notarized approval.

You agree to promptly notify, or have your representative promptly notify us for 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 recognize that diligence is necessary to properly accommodate a medical emergency. You agree to provide notice at the earliest possible moment so we can secure a comprehensive medical assessment and to allow proper time to 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 agree to sign an authorization permitting us and the Primary Medical Evacuation Provider 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 hereby authorize us, the Primary Medical Evacuation Provider and their network of air ambulance companies and any medical personnel or medical facility involved in the medical transport process to review your medical records, diagnostic images, and test results. You further authorize the Primary 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 Primary Medical Evacuation Provider's medical personnel. Travel MedEvac is not liable for any malpractice by the Primary Medical Evacuation Provider and their network of air ambulance companies, or other healthcare providers.

NON-INSURANCE ASSISTANCE SERVICES FOR ANNUAL PLAN HOLDERS

Specialty Hospital Air Medical Transport Assistance: Travel MedEvac will provide assistance in arranging any "specialty hospital" air medical transport by fixed wing aircraft for any annual plan holder requiring admission to a specialty hospital located more than 150 miles away from their home in the United States. Transport must be approved by the plan holder's primary health insurance in advance of a specialty hospital transport. Although costs of such a transport are the responsibility of the plan holder, Travel MedEvac's air ambulance providers will assist with the plan holder to file a claim with their health insurance provider for reimbursement of any costs related to a specialty hospital air medical transport.

Organ Transplant Medical Transport Assistance: If an annual plan holder requires fixed-wing air medical transport to receive an organ transplant in the US, Travel MedEvac will provide assistance to arrange such a transport. Transport must be approved by both the receiving and admitting hospitals, as well as the plan holder's primary health insurance in advance of such an air medical transport. Although cost are the responsibility of the plan holder, Travel MedEvac's air ambulance providers will assist with the plan holder to file claim with their health insurance provider for reimbursement of any costs related to an organ transplant medical transport.

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 Primary Medical Evacuation Provider. The Primary 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 the primary provider's extensive worldwide network of accredited air ambulance should the need arise. Medical evacuation transportation from airports in Mexico and other countries typically are restricted or closed to private aircraft, including our Primary Medical Evacuation Provider's aircraft, from dusk until dawn which may delay an aircraft reaching a plan holder until the following day.

Your plan provides medical evacuation transportation only through the use of ground ambulances and aircraft assigned by us. 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 us, plan holders will not be reimbursed for expenses they incur on their own including but not limited to hospital bills.

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 medical Facility on-shore for a thorough medical assessment before scheduling a Medical evacuation transportation to another medical facility.

U.S. registered aircraft and personnel cannot be sent into countries where the U.S. State Department has issued travel restrictions, or to areas where civil aviation has been suspended or restricted, such as the result of a natural disaster or civil unrest. 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 Presidential orders restricting air travel.

The patient and an accompanying passenger(s) are limited to one small carry-on bag each or less due to limited space available on 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 Insurance and our Primary Medical Evacuation Provider 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 Primary Medical Evacuation Provider 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, mechanical failure, acts of god, fire, flood, strike, labor dispute, riot, insurrection, war, or any other cause beyond the control of Travel MedEvac or our Primary Medical Evacuation Provider, the Primary Medical Evacuation Provider's 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 plan holders, 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 plan holders, 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 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 for you under your plan, shall be barred unless written notice thereof is received by us within one (1) years 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 Primary Medical Evacuation Provider 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, 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

"Medical Director" means a licensed physician employed by or contracted with a Primary Medical Evacuation Provider to serve in a medical and administrative capacity as the head of the medical personnel employed by or

contracted with the Primary Medical Evacuation Provider.

“Medical Assessment” means an assessment of a patient’s medical condition by our Primary Medical Evacuation Provider’s medical director in collaboration with the attending physician. Travel MedEvac, LLC, or the Primary 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 or Canada.

“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/same-sex domestic partner or the child, brother, sister, parent, or grandparent of the plan holder or the plan holder’s spouse/same-sex domestic partner.

“Primary Medical Evacuation Provider” means a licensed direct air carrier and/or ground ambulance company selected by us 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 programs, premiums and term sheets on the date of your enrollment.

PLAN TYPE DEFINITIONS

“Daily” means a plan designed for those traveling for single trips ninety (90) days or less in length.

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

“Senior (Sr.)” means a plan with one or more plan holders between the age of seventy-five (75) and eighty-four (84) who meet the eligibility requirements.

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.

FEES AND TERM OF PLAN

The plan fees, premium, cost are as published on the most current Travel MedEvac plan programs 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 are non-refundable, except for refunds due to termination of your plan by Travel MedEvac or if a request is made within thirty (30) days of enrollment confirmation and/or prior to leaving on your trip and prior to the Plan start date. Your Plan payment (less any policy 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

Main Phone: 1-888-963-4933

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

Mailing Address

Travel MedEvac

2550 E. Rose Garden Lane #72566

Phoenix, Arizona USA 85050

www.travelmedevac.com