



Nationwide Mutual Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215

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

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

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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

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

Secretary

President

**TRAVEL PROTECTION CERTIFICATE
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. The injury must be verified by a Physician.

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

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

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

Bodily 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.

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.

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).

Domestic Partner means a person who is at least eighteen (18) years of age with whom You reside and can show evidence of cohabitation and shared financial assets and obligations for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

Economy Fare means the lowest published rate for a 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 or a Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister,

step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, Domestic Partner who reside in the United States, Canada or Mexico.

Hazard means:

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

Hospital means a facility that:

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

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.

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.

Other Insurance means any one of the following types of policies or plans that provides benefits for medical expenses for you at the time of Loss on Your Effective Date of coverage, and such policy or plan requires You to pay any applicable Deductible and/or portion of coinsurance: individual, group or blanket insurance plans; HMO's, PPO's, POS's, EPO's, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

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.

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

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

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

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

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

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

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

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

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

Terrorist 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.

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.

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, etc. who has made the land, air and/or sea arrangements.

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

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

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

Veterinarian means a licensed practitioner pertaining to the medical and surgical treatment of animals acting within the

scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or a Family Member.

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 reside 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 and Trip Cancellation For Any Reason) 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. No coverage can be purchased after a person departs on a trip.

Trip Cancellation and Trip Cancellation For Any Reason 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) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (f) the date Your Trip is cancelled;
- (g) when Your Trip exceeds ninety (90) days.

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

- (a) If You are unavoidably delayed up to five (5) days in traveling on the Scheduled Return Date due to a reason covered under this Certificate, coverage will be extended for the period of time needed to arrive at the point of origin or to a

different final destination.

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.

The following provisions apply to all benefits except Baggage/Personal Effects, Baggage Delay and Sports Equipment Rental:

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

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

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

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

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

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

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 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.

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

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

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

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

The following provisions apply to **Baggage/Personal Effects, Baggage Delay and Sports Equipment Rental 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.

ACCIDENTAL DEATH AND DISMEMBERMENT

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

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured or Traveling Companion will be the proportional share of this amount.

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

TABLE OF LOSSES	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%

"Loss" with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2. eye means an entire and irrecoverable Loss of sight; and
- 3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears.

EXPOSURE

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

DISAPPEARANCE

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

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 or a Traveling Companion's Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Trip.

You or the Traveling Companion must be a ticketed passenger on a Common Carrier.

If the sporting equipment You or the Traveling Companion planned to use on the Trip is lost, delayed or misdirected by a Common Carrier for more than twelve (12) hours from the time You or the Traveling Companion were scheduled to arrive at the destination stated on the ticket, You will be reimbursed for expenses for rental of similar sporting equipment, up to the Maximum Benefit shown during the Trip. You or the Traveling Companion must be a ticketed passenger on the Common Carrier.

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

BAGGAGE/PERSONAL EFFECTS

The Company will reimburse You up to the Maximum Benefit shown on the Confirmation of Coverage, if You or a Traveling Companion sustain Loss, theft or damage to baggage and personal effects during the Trip, including, but not limited to sporting equipment, provided You or the Traveling Companion have taken all reasonable measures to protect, save and/or recover the property at all times. The baggage and personal effects must be owned by and accompany You or the Traveling Companion during the Trip. The police or other authority must be notified within twenty-four (24) hours in the event of theft.

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

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

There will be a combined Maximum Benefit limit shown on the Confirmation of Coverage for the following:
jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers, cameras and their accessories and related equipment.

The Company will pay the lesser of the following:

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

EXTENSION OF COVERAGE

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

EMERGENCY ACCIDENT MEDICAL EXPENSE

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

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

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

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a Cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery from an Accidental Injury;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines and therapeutic services.

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

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

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

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 or a Traveling Companion's necessary Emergency Evacuation. All Maximum Benefits referred to in this benefit are aggregate amounts for all Losses sustained by You and all Traveling Companions. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your or the Traveling Companion's Accidental Injury or Sickness warrants Your or the Traveling Companion's Emergency Evacuation.

Emergency Evacuation means:

- (a) Your or the Traveling Companion's medical condition warrants immediate Transportation from the hospital where You or the Traveling Companion are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your or the Traveling Companion's medical condition warrants Transportation to where You or the Traveling Companion 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 or the Traveling Companion's Emergency Evacuation. All Transportation arrangements made for evacuating You or the Traveling Companion 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 or the Traveling Companion; and
- (c) authorized in advance by the Company or its authorized representative.

Transportation of Dependent Children: If You or the Traveling Companion are in the Hospital for more than seven (7) days, the Company will return Your or the Traveling Companion's unattended Dependent Children accompanying You or the Traveling Companion on the scheduled Trip, to their home or Your or the Traveling Companion's next of kin with an attendant if necessary.

Transportation to Join You or a Traveling Companion: If You or a Traveling Companion are in a Hospital alone for more than seven (7) consecutive days, or if the attending Physician certifies that due to Your or the Traveling Companion's Accidental Injury or Sickness, You or the Traveling Companion 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 or the Traveling Companion, for a single visit to and from Your or the Traveling Companion's bedside provided that repatriation is not imminent.

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

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

EMERGENCY SICKNESS MEDICAL EXPENSE

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

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

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

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a Cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery from a Sickness);
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines and therapeutic services.

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

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

LOST SKIER DAYS

If You or a Traveling Companion are unable to Ski during the Trip due to 50% or more of the Trails closing for at least twenty-four (24) consecutive hours, (excluding night Skiing), from lack of snow cover or stormy weather during the Trip, the Company will reimburse You (on a pro-rated basis) the value of Your or the Traveling Companion's pre-paid Ski tickets for each day of the closure or reduction in Trails during the Trip up to the Maximum Benefit shown on the Confirmation of Coverage.

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

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

CONDITIONS

- a. Benefits begin on the later of the date You or the Traveling Companion arrive at the resort and begin to Ski or the date You or the Traveling Companion have a valid Ski lift ticket;
- b. This Benefit does not apply to reimbursement for season passes or towards night Skiing;
- c. This Benefit is eligible to Skiing that takes place between December 1 and March 31 only;
- d. Maximum Benefit is equal to the lesser of two (2) days or the amount noted on the Confirmation of Coverage.

You or the Traveling Companion must provide a copy of the pre-paid Ski lift ticket receipts and reports from the Ski Resort or Mountain stating the date, length of time, number and reason of Trail closures for which You or the Traveling Companion are submitting a claim.

REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return Your or a Traveling Companion's body to Your primary residence if You or the Traveling Companion 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.

SPORTS EQUIPMENT RENTAL

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, for the reasonable cost of renting sports equipment during the Trip if, while on the Trip, Your or a Traveling Companion's checked sports equipment is lost, stolen, damaged or delayed by a Common Carrier for twelve (12) hours or more.

These benefits will not duplicate any other benefits payable under this Certificate or any coverage(s) attached to this Certificate.

TRIP CANCELLATION

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

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

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

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

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

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

You or a Traveling Companion has a transfer of employment of two hundred fifty (250) miles or more;

If within ten (10) days of Your departure, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary;

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

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

Weather that causes complete cessation of services for at least forty-eight (48) consecutive hours or Your destination is rendered Uninhabitable on the Scheduled Departure Date by a natural disaster (such as hurricane). 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;

After two (2) years of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company within 30 days of the date of Your Trip;

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

You or a Traveling Companion is delayed or has arrangements cancelled by a Common Carrier due to delays resulting from Inclement Weather, mechanical breakdown, or organized labor Strikes that affect public transportation, provided:

- (a) the scheduled carrier connecting times must be no less than ninety (90) minutes; and
- (b) the scheduled time between arrival at the scheduled Trip departure city and the scheduled Trip departure is four (4) hours or longer;

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

You or a Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized statement signed by an officer of Your or a Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full-time employees;

Your or a Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism or other natural disaster and You or a Traveling Companion is responsible for policy and decision making with the company and is directly involved as a member of the disaster recovery team;

Your or a Traveling Companion's company being directly involved in a merger, acquisition, government required product recall or Bankruptcy proceedings. You or a Traveling Companion must be an active employee of the company and must be directly involved in said event;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment;

The primary or secondary school where You and/or a Traveling Companion(s) or Your or a Traveling Companion's Dependent Children attend must extend operating session beyond the pre-defined school year, and interferes with Your scheduled Trip dates;

Mandatory evacuation (or public official evacuation advisements where there is no mandatory evacuation) issued by local government authorities at Your Trip destination due to hurricane or other natural disaster;

Death of Your cat or dog that occurs within seven (7) days prior to Your Trip Scheduled Departure Date as certified by a Veterinarian at the time of Loss preventing Your participation in the Trip;

The unit remains Uninhabitable within seven (7) days immediately prior to and including Your scheduled arrival date from the date of documented fire, flood, volcano, earthquake, hurricane, or other natural disaster;

The unit on Your scheduled arrival date or during the course of Your Trip becomes inaccessible for forty-eight (48) consecutive hours at the direction of local authorities due to closure of local roadways or local municipality as a result of fire, flood, volcano, earthquake hurricane or other natural disaster;

A closed roadway causing cessation of travel for You and/or a Traveling Companion for at least six (6) consecutive hours to or from Your Trip destination (substantiated by the Department of Transportation, state police, etc.).

The Company will reimburse You for the following:

- a) pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Trip.

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

SPECIAL CONDITIONS: You must advise the Company or its authorized representative within seventy-two (72) hours in the event of a claim. If the claim is not reported within seventy-two (72) hours, it should be reported as soon as possible. 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 reasonably possible.

TRIP CANCELLATION FOR ANY REASON – OPTIONAL UPGRADE

If You cancel Your Trip for any reason not otherwise covered by this Certificate, the Company will reimburse You for the percentage of the prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip shown on the Confirmation of Coverage provided:

- a) Your premium payment is received within fifteen (15) days of the date Your initial deposit/payment for Your Trip is received; and
- b) You insure all prepaid Trip costs that are subject to cancellation penalties or restrictions and also insure within

- fifteen (15) days of the payment for those arrangements the cost of any subsequent arrangements (or any other arrangements not made through Your travel agent) added to Your Trip; and
- c) You cancel Your Trip two (2) days or more before Your Scheduled Departure Date.

TRIP DELAY

The Company will reimburse You for Covered Expenses, up to the Maximum Benefit shown on the Confirmation of Coverage, if You or a Traveling Companion 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) Any Additional Expenses incurred;
- (c) An Economy Fare from the point where You or the Traveling Companion ended Your Trip to a destination where You or the Traveling Companion can catch up to the Trip; or
- (d) A one-way Economy Fare to return You or the Traveling Companion to Your or the Traveling Companion's 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 take 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. A Physician must advise to cancel the Trip on or before the Scheduled Return Date;

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

If during Your Trip, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary;

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

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

Weather at the destination site that causes complete cessation of services for at least forty-eight (48) consecutive hours or Your destination is rendered Uninhabitable on the Scheduled Departure Date by a natural disaster (such as hurricane). 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;

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

You or a Traveling Companion is delayed or has arrangements cancelled by a Common Carrier due to delays resulting from Inclement Weather, mechanical breakdown, or organized labor Strikes that affect public transportation, provided:

- a) the scheduled carrier connecting times must be no less than ninety (90) minutes; and
- b) the scheduled time between arrival at the scheduled Trip departure city and the scheduled Trip departure is four (4) hours or longer;

You or a Traveling Companion being required to work during the Trip. Proof of requirement to work, such as a notarized

statement signed by an officer of Your or a Traveling Companion's employer must be presented and said employer must comprise of at least twenty-five (25) full-time employees;

You or a Traveling Companion has a previously approved military leave revoked or experience a military re-assignment;

Mandatory evacuation (or public official evacuation advisements where there is no mandatory evacuation) issued by local government authorities at Your Trip destination due to hurricane or other natural disaster;

Death of Your cat or dog during Your Trip as certified by a Veterinarian at the time of Loss preventing Your continued participation in the Trip;

The unit becomes Uninhabitable while You are on a scheduled Trip due to a documented fire, flood, volcano, earthquake, hurricane, or other natural disaster;

The unit, during the course of Your Trip, becomes inaccessible for forty-eight (48) consecutive hours at the direction of local authorities due to closure of local roadways or local municipality as a result of fire, flood, volcano, earthquake hurricane or other natural disaster;

A closed roadway causing cessation of travel for You and/or a Traveling Companion for at least six (6) consecutive hours to or from Your Trip destination (substantiated by the Department of Transportation, state police, etc.).

The Company will reimburse You for the following:

- a) pre-paid unused, non-refundable land or sea expenses to the Travel Suppliers; unused portion of the pre-paid, forfeited, non-refundable Payments or Deposits You paid for Your Trip provided the premium paid is received by the Company (or its authorized representative) and You insure all prepaid Trip costs;
- b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets;

The Company will pay for reasonable additional accommodation and transportation expenses incurred by You (up to \$200 a day) if a Traveling Companion must remain Hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but do not require Hospitalization.

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

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

LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation and Repatriation of Remains:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
- 2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
- 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; any Loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
- 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. participating in Bodily Contact Sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); skydiving; hang-gliding; Parachuting; any race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races); scuba diving, unless accompanied by a dive master; deep sea diving; spelunking or caving; heliskiing; extreme skiing; Extreme Sports;
11. dental treatment except as a result of an injury to Sound Natural Teeth;
12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
13. pregnancy and childbirth (except for complications of pregnancy) except if Hospitalized;
14. curtailment or delayed return for other than covered reasons;
15. traveling for the purpose of securing medical treatment;
16. services not shown as covered;
17. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
18. care or treatment that is not Medically Necessary;
19. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
20. care or treatment that is payable under any Other Insurance policy;
21. Accidental Injury or Sickness when traveling against the advice of a Physician;
22. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child.
23. canyoning or canyoneering (traveling in canyons using a variety of techniques that may include walking, scrambling, climbing, jumping, abseiling and/or swimming).

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

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. household effects and furnishing;
9. antiques and collector's items;
10. eye glasses, sunglasses or contact lenses;
11. artificial teeth and dental bridges;
12. hearing aids;
13. artificial limbs and other prosthetic devices;
14. prescribed medications;
15. keys, cash, stamps, securities and documents;
16. tickets;
17. credit cards;
18. professional or occupational equipment or property, whether or not electronic business equipment;
19. cell phones, computer hardware or software;
20. sporting equipment if loss or damage results from the use thereof;
21. musical instruments;
22. 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.

COORDINATION OF BENEFITS

Applicability

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

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

The benefits of This Plan:

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

Definitions

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

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

"Plan" does not include individual or family:

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective Date of coverage and ending twelve (12) consecutive months following the date of Loss or longer as may be determined by the Proof of Loss provision.

Order of Benefit Determination Rules

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

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

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

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

Rules

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

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

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

Effect on the Benefits of This Plan When it is Secondary

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

Right to Receive and Release Needed Information

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

Facility of Payment

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

Right of Recovery

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

Non-complying Plans

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

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;

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