## **Cruise Protection Plan**



Standard Plan

Edition: 06/2011

# For Coverage Questions or Customer Service, Call:

1-800-888-7292

**PLEASE NOTE:** This Cruise Protection Plan contains a Pre-Existing Conditions Exclusion. Please read the Definitions and Exclusions Sections of Your Description of Coverage carefully.



#### **SCHEDULE OF BENEFITS**

Benefit	Maximum Benefit Amount
Trip Cancellation  Trip Interruption  One Call 24-Hour Assistance	Up to Cruise Cost

## **Plan # N701S**

#### CERTIFICATE OF INSURANCE

Nationwide Mutual Insurance Company One Nationwide Plaza MR-05-10 Columbus OH 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 and assistance services vary from program to program.

This Certificate of Insurance is issued in consideration of the payment of any premium due.

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

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Secretary

President

#### **BENEFITS**

## **Trip Cancellation & Trip Interruption**

The Company will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from taking or unable to continue Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, Traveling Companion, or Family Member; which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) 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; or having Your principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure.
- (c) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure.
- (d) A transfer of You by the employer with whom You are employed on the Effective Date that requires Your principal residence to be relocated.
- (e) The death or hospitalization of Your Host at Destination.
- (f) Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours.
- (g) You are terminated, or laid off from employment subject to three (3) years of continuous employment at the place of employment where terminated.
- (h) Bankruptcy and/or Default of Your Travel Supplier which occurs more than fourteen (14) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased the Land/Sea Arrangements. Your Scheduled Departure Date must be no more than twenty-four (24) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination.
- (i) Weather that causes complete cessation of services of Your Common Carrier for at least twenty-four (24) consecutive hours.
- j) A Terrorist Incident that occurs in a city listed on Your Covered Trip itinerary and within thirty (30) days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing the cancellation of Your Covered Trip. Benefits are not provided if the Travel Supplier

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offers a substitute itinerary. Your Scheduled Departure Date must be no more than twenty-four (24) months beyond Your Effective Date. This benefit only applies if the plan has been purchased within fourteen (14) days of Your initial payment for the Covered Trip and for the full cost of the Covered Trip.

- (k) Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war.
- Natural disaster at the site of Your destination that renders the destination accommodations uninhabitable.

#### **Trip Cancellation**

The Company will reimburse You for the following:

the amount of prepaid, forfeited, non-refundable Payments or Deposits that You paid for Your Covered Trip.

In no event shall the amount reimbursed exceed the amount You prepaid for the Covered Trip up to the maximum benefit shown on the Schedule of Benefits.

**Special Conditions:** You must advise the Participating Organization and the Company 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 reasonably possible.

#### **Trip Interruption**

The Company will pay for the following:

- (a) Unused, non-refundable land or sea expenses prepaid to Travel Suppliers;
- (b) The airfare paid less the value of applied credit from an unused travel ticket to return home or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare or similar quality as the originally issued ticket by scheduled carrier from the point of destination to the point of origin shown on the original travel tickets.

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

In no event shall the amount reimbursed exceed the maximum benefit shown on the Schedule of Benefits.

## **Single Occupancy Coverage**

The Company will reimburse You, up to the maximum shown on the Schedule of Benefits for Trip Cancellation, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a person booked to share accommodations with You has his/her Covered Trip delayed, canceled, or interrupted for a covered reason and You do not cancel.

#### **GENERAL DEFINITIONS**

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

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

**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 bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and before the Termination Date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

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

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

**Company:** means Nationwide Mutual Insurance Company.

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

**Cruise:** means any prepaid sea arrangements made by the Participating Organization.

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

**Economy Fare:** means the lowest published rate for an economy ticket.

**Effective Date:** means the date and time Your coverage begins, as outlined in the General Provisions section of this Certificate.

**Family Member:** means Your or Your 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.

**Financial Insolvency:** means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, cruise line, or airline provided the Financial Insolvency occurs more than 14 days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

Hospital: means a short-term, acute, general hospital, that: is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; has organized departments of medicine and major surgery; has a requirement that every patient must be under the care of a physician or dentist; provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97, (42 USCA 1395x[k]); is duly licensed by the agency responsible for licensing such hospitals; and is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

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

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

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

**Land/Sea Arrangements:** means any activities undertaken by You while on a Covered Trip.

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

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

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

**Payments or Deposits:** means the cash, check, or credit card amounts actually paid for Your Covered 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.

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

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

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

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

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

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

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

**Traveling Companion:** means a person or persons with whom You have coordinated travel arrangements and intend to travel with during the Covered Trip. 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 Supplier:** means tour operator, cruise line, hotel, airline, etc., that has made the land and/or sea arrangements.

You or Your: refers to the Insured.

## **LIMITATIONS AND EXCLUSIONS**

The following exclusions apply to Trip Cancellation & Trip Interruption:

## Loss caused by or resulting from:

 Pre-Existing Conditions, as defined in the Definitions section;

- Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only) unless results in the death of a non-traveling immediate Family Member:
- War, invasion, hostilities between nations (whether declared or not), civil war;
- 4. Participation in any military maneuver or training exercise;
- 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. Participation in underwater activities;
- Being under the influence of drugs or intoxicants, unless prescribed by a Physician or unless results in the death of a non-traveling immediate Family Member;
- 10. Commission or the attempt to commit a felony;
- Participating in bodily contact sports; skydiving; hanggliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest (speed contest shall not include any of the regatta races); scuba diving; spelunking or caving; heliskiing or extreme skiing;
- Pregnancy and childbirth (except for complications of pregnancy) except if hospitalized;
- Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses or contact lenses;
- 14. Traveling for the purpose of securing medical treatment;
- 15. Services not shown as covered:
- 16. Care or treatment that is not medically necessary;
- Injury or Sickness when traveling against the advice of a Physician;
- 18. 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.

#### WHERE TO PRESENT A CLAIM

Present all claims to the Program Administrator:

Trip Mate, Inc.\*

9225 Ward Parkway, Suite 200 Kansas City, Missouri 64114

Tel: 1-800-888-7292 Plan Number: N701S

Claims may also be reported/completed online at:

www.tripmate.com

\*In CA, dba Trip Mate Insurance Agency

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

#### **When Your Coverage Begins**

Provided: (a) coverage has been elected; and (b) the required premium has been paid, all coverage (except Trip Cancellation) will begin on the Scheduled Departure Date when You depart for the first Travel Arrangement (or alternate Travel Arrangement if You must use an alternate Travel Arrangement to reach Your Covered Trip destination) for Your Covered Trip. Trip Cancellation coverage will begin on Your Effective 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.

## **When Your Coverage Ends**

Your coverage will end at 11:59 local time on the date that is the earliest of the following:

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

## **Extended Coverage**

Coverage will be extended under the following conditions:

- (a) When the Insured commences air travel from his/her origination point: within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel.
- (b) If the Insured returns to his/her origination point: within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel.
- (c) If the Insured is a passenger on a scheduled common carrier that is unavoidably delayed in reaching the final destination coverage will be extended for the period of time needed to arrive at the final destination. In no event will coverage be extended for unscheduled extensions to Your Covered Trip for which premium has not been paid in advance.

#### **Arbitration**

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

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

#### **Legal Actions**

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

## **Controlling Law**

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

## **Subrogation**

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

The following provisions will apply to Trip Cancellation & Trip Interruption:

## **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 other benefits provided by the Group Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

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

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

#### **Notice of Claim**

Written notice of claim must be given by the Claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins, or as soon as reasonably possible. Notice should include Your name, the Participating Organization's name and the Group Policy number. Notice should be sent to the Company's administrative office at: 9225 Ward Parkway, Suite 200, Kansas City, Missouri 64114.

#### **Claim Forms**

When written notice of claim is received, You will be sent forms for filing proof of loss. If these forms are not sent within 15 days, You may meet the proof of loss requirement by sending the Company a written statement of the nature and extent of the loss within the time limit stated in the "Proof of Loss" provision.

#### **Proof of Loss**

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

## **Physical Examination and Autopsy**

The Company, or its designated representative, at their own expense, have the right to have You examined as often as reasonably 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.



**Medical Assistance** - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help You locate local physicians, dentists, or medical facilities.

Medical Consultation and Monitoring-Ifyou are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

**Medical Evacuation -** When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

**Emergency Medical Payments -** We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

**Prescription Assistance -** We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

**Repatriation of Remains -** In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your Home.

**24 Hour Legal Assistance** - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

**Nurse Helpline -** Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer You to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network, Inc. may be held responsible for the availability, quality or results of any medical treatment or Your failure to obtain medical treatment.

## **One Call Travel Solutions**

#### 24-Hour Worldwide Travel Services

**Message Services -** We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

Language Interpretation Services - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

Emergency Cash Transfer - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

**Pre-Trip Travel Services -** We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

Travel Document and Ticket Replacement - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

## **One Call Concierge Services**

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

#### **ACCESS YOUR MEDICAL RECORDS ONLINE**

With our exclusive **Free Global Xpi Service**, you can assure that your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, quickly, wherever there is internet access available. **Register at www.globalxpi.com or call, toll free:** 

1-800-379-9887 Use Program Code N701S These Services are Provided by: Global Xpi, Inc.

## **Business Services**

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/overnight delivery sites, internet cafes, print/ copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

#### **CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER**

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

Within U.S.A. & Canada 1-800-555-9095 1-603-894-4710

**YOUR PLAN NUMBER: N701S** 

The 24-Hour Assistance Services are provided by: One Call Worldwide Travel Services Network, Inc.

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