



Nationwide Mutual Insurance Company  
PO Box 2399  
Columbus OH 43216-2399  
Mail Code C0-03-24

This Certificate of Coverage describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company and affiliated companies 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 Seven Corners immediately if You believe that the Confirmation of Coverage is incorrect.

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

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

*Patricia B. Hatter*

Secretary

*John Barnes*

President

**TRAVEL PROTECTION CERTIFICATE**

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NATIONWIDE MUTUAL INSURANCE COMPANY  
PASSENGER PROTECTION INSURANCE POLICY

GENERAL DEFINITIONS

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

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

**Actual Cash Value** means purchase price less depreciation.

**Additional Expense** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which 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 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.

**Carry On Baggage** means a piece of baggage that has not been checked and is owned by and accompanies You while traveling on a Common Carrier.

**Checked Baggage** means a piece of baggage for which a claim check has been issued to You by a Common Carrier.

**Check-In** means the moment You register at the Hotel/Motel.

**Checkout** means the moment You vacate the Hotel/Motel room and pay the itemized total costs incurred for his/her stay.

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

**Company** means Nationwide Mutual Insurance Company.

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

**Covered Trip** means any class of scheduled trips, tours or cruises 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.

**Dependent Child(ren)** means the Insured's child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on the Insured for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

**Dependent** means the Insured's lawful spouse and/or unmarried children under 19 years of age.

**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 the Insured's or 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.

**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 Covered Trip (substantiated by the department of transportation, state police, etc.).

**Hospital** means a short-term, acute, general hospital, that:

- (a) 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;
- (b) has organized departments of medicine and major surgery;

- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) 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 1395xk);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and
- (g) 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.

**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 any injury, sickness or condition of You, an Insured's Traveling Companion or an Insured's Family Member booked to travel with him or her for which within the sixty (60) day period prior to the effective date of Trip Cancellation coverage under the Group Policy (a) first manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Physician.

Taking maintenance medications for a condition that is considered stable shall not be cause for Exclusion.

The Pre-Existing Conditions exclusion is waived for You if the Insured enrolls You in the Group Policy at the time the Insured pays the deposit required for his or her Trip (or within 10 days of the initial deposit) and the Insured purchases the coverage under the Group Policy for the full cost of their Trip.

**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 which is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under the Group Policy.

**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 and loss of life.

**Traveling Companion** means person(s) booked to accompany the Insured on the Insured's Trip (to a maximum of four (4) persons including the Insured). Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.

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

**Trip** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one day of the Land/Sea Arrangements. Maximum Trip duration is 3 months.

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

#### GENERAL PROVISIONS

The following provisions apply to all coverages:

**WHEN YOUR COVERAGE BEGINS** - All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at the location of the Insured, on the Scheduled Departure Date provided:

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

Trip Cancellation coverage will take effect at 12:01 A.M. local time at the location of the Insured, on the date the required premium for such coverage is received by the Company or its authorized representative.

**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 Scheduled Return Date as stated on the travel tickets;
- (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;
- (c) the date the Insured leaves or changes his/her Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (d) If the Insured extends the return date, Your coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;
- (e) The date the Insured cancels the Covered Trip;
- (f) Any Trip that exceeds 90 days.

**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, Trip Delay, Missed Connection, Accidental Death & Dismemberment, Air Common Carrier Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation, Repatriation of Remains:

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

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

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

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

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

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

**NOTICE OF CLAIM** - Written notice of claim must be given by the Claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Participating Organization's name and the Group Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Group Policy, or to the Company's designated representative.

**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 reasonable necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:

**NOTICE OF LOSS** - If Your property covered under the Group Policy 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 the Group Policy.

**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.

**VALUATION** - The Company will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation as determined by the Company. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**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 Your 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 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is 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.

## BENEFITS

## TRIP CANCELLATION

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are prevented from taking Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, Traveling Companion, or Family Member or Business Partner; which 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 cancellation of the 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 10 days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within 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) A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within 30 days prior to your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing the cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. Your Scheduled Departure Date must be no more than 15 months beyond Your Effective Date.
- (g) The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war.
- (h) Strike that causes complete cessation of services for at least 48 consecutive hours.
- (i) Weather that causes complete cessation of services of the Common Carrier for at least 48 consecutive hours.
- (j) Bankruptcy and/or Default of Your Travel Supplier which occurs more than 10 days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom the Insured purchased the Land/Sea Arrangements. The Insured's Scheduled Departure Date must be no more than 15 months beyond the Insured's 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.
- (k) An Insured is terminated, or laid off from employment subject to five years of continuous employment at the place of employment where terminated.

(l) Natural disaster at the site of Your destination that renders their destination accommodations uninhabitable.

The Company will reimburse the Insured for the following:

a) non-refundable cancellation charges imposed by the Participating Organization and/or Travel Suppliers;

If the Travel Supplier cancels the Your Covered Trip, then You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. The Insured must have covered the entire cost of the Covered Trip including the airfare.

In no event shall the amount reimbursed exceed the amount the Insured prepaid for the Covered Trip to the maximum benefit shown on the Confirmation of Coverage.

Coverage does not include default of a Participating Organization or other organization that results in loss of services.

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 the Insured notified the Participating Organization as soon as reasonable possible.

#### **SINGLE OCCUPANCY COVERAGE**

The Company will reimburse You, up to the maximum shown on the Confirmation of Coverage, 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 Trip delayed, canceled, or interrupted for a covered reason and You do not cancel.

#### **TRIP INTERRUPTION**

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are unable to continue on Your Covered Trip due to:

(a) Sickness, Accidental Injury or death of You, Traveling Companion, or Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip.

(b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within 10 days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within 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 the Insured by the employer with whom the Insured is employed on their Effective Date which requires his/her principal residence to be relocated;

(e) the death, or hospitalization of Your Host at Destination;

(f) A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within 30 days prior to your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing the cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. Your Scheduled Departure Date must be no more than 15 months beyond Your Effective Date.

(g) the Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war.

(h) Bankruptcy and/or Default of the Travel Supplier which occurs more than 10 days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom the Insured purchased their Land/Sea Arrangements. The Insured's Scheduled Departure Date must be no more than 15 months beyond the 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 the Insured to transfer to another airline in order to get to Your intended destination.

(i) An Insured is terminated, or laid off from employment subject to five years of continuous employment at the place of employment where terminated.

(j) Natural disaster at the site of Your destination that renders the destination accommodations uninhabitable.

The Company will pay for the following:

(a) unused, non-refundable land or sea expenses prepaid to the Participating Organization or Travel Suppliers;

(b) the airfare paid less the value of applied credit from an unused return 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 originally issued ticket by scheduled carrier.

The Company will pay for reasonable additional accommodation and transportation expenses incurred by Insured (up to \$100 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 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 amount the maximum benefit shown on the Confirmation of Coverage.

#### **TRIP DELAY**

The Company will reimburse You for Covered Expenses on a one-time basis, up to the maximum shown in the Confirmation of Coverage, if You are delayed en route to or from the Covered Trip for twelve (12) or more hours due to a defined Hazard:

Covered Expenses include:

(a) Any prepaid, unused, non-refundable land and water accommodations;

(b) Any reasonable additional expenses incurred;

(c) An Economy Fare from the point where the You ended Your Covered Trip to a destination where You can catch up to the Covered Trip; or

(d) A one-way Economy Fare to return You to Your originally scheduled return destination.

**MISSED CONNECTION**

This benefit covers missed Cruise departures that result from cancellation or delay (for three or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Confirmation of Coverage are provided to cover additional transportation expenses needed for You to join the departed Cruise, reasonable accommodation and meal expenses (up to the per day amount shown in the Confirmation of Coverage) and nonrefundable trip payments for the unused portion of Your Cruise. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Cruise due to Inclement Weather.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table below. The loss must occur within 180 days after the date of the Accident causing the loss. The Principal Sum is shown on the Confirmation of Coverage. The maximum benefits for any one single Accident is limited to \$15,000,000 for all persons insured under the Group Policy. 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%
Thumb and index finger of same hand	25%

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints;
2. eye means an entire and irrecoverable loss of sight;
3. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and
4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

**EXPOSURE**

The Company will pay benefits for covered losses that result from Your being unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event that caused the exposure.

**DISAPPEARANCE**

The Company will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

**ACCIDENTAL DEATH AND DISMEMBERMENT  
COMMON CARRIER (AIR ONLY)**

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 180 days after the date of the Accident causing the loss. The Principal Sum is shown Confirmation of Coverage. The maximum benefits for any one single Accident is limited to \$15,000,000 for all persons insured under the Group Policy.

If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest amount 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%
Thumb and index finger of same hand	25%

"Loss" with regard to:

1. hand or foot, means actual complete severance through and above the wrist or ankle joints;
2. eye means an entire and irrecoverable loss of sight;
3. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and
4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

#### EXPOSURE

The Company will pay benefits for covered losses that result from You being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 365 days after the event that caused the exposure.

#### DISAPPEARANCE

The Company will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip in which he/she was a passenger.

### EMERGENCY SICKNESS MEDICAL EXPENSE

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

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines, prosthetics and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will advance payment to a Hospital, up to the maximum shown on the Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Sickness.

If You are hospitalized due to a Sickness which first occurred during the course of the scheduled Trip) beyond the date of the Scheduled Return Date, coverage will be extended until You are released from the Hospital or until maximum benefits under the Group Policy have been paid.

Under New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to this policy for such mandates as they apply to the benefits provided under the Policy.

### EMERGENCY ACCIDENT MEDICAL EXPENSE

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

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are necessary services and supplies that are recommended by the attending Physician. They include, but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines, prosthetic and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

The Company will advance payment to a Hospital, up to the maximum shown on the Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Accidental Injury.

If You are hospitalized due to an Accidental Injury which first occurred during the course of the scheduled Trip) beyond the date of the Scheduled Return Date, coverage will be extended until You are released from the Hospital or until maximum benefits under the Group Policy have been paid.

Under New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to this policy for such mandates as they apply to the benefits provided under the Policy.

## EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

### EMERGENCY EVACUATION

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

Emergency Evacuation means:

- (a) Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your medical condition warrants transportation to the United States where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

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

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

Transportation of Dependent Children: If the Insured is in the Hospital for more than seven (7) days, the Company will return the Insured's dependents, who are under 19 years of age and accompanying him/her on the scheduled Trip, to the domicile of a person nominated by the Insured or the Insured's next of kin with an attendant if necessary.

Transportation to Join the Insured: If the Insured is traveling alone and is in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured 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 the Insured, for a single visit to and from the Insured'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 the Insured or already included within the cost of the Trip.

### EXCESS INSURANCE LIMITATION

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

### REPATRIATION OF REMAINS

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

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

## BAGGAGE/PERSONAL EFFECTS

The Company will reimburse You, up to the maximum shown on the Confirmation of Coverage, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must be owned by and accompany You during the Covered Trip.

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

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

There will be a combined maximum 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; 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, less depreciation as determined by the Company; or
- (b) the cost of repair or replacement.

**EXTENSION OF COVERAGE**

If You 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.

**BAGGAGE DELAY (Outward Journey Only)**

The Company will reimburse You for the expense of necessary personal effects, up to the maximum shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Covered Trip, except for travel to final destination or place of residence.

You must be a ticketed passenger on a Common Carrier.

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

**OPTIONAL - FLIGHT ACCIDENT ACCIDENTAL DEATH AND DISMEMBERMENT**

The Insured is eligible for benefits as the result of an accident:

1. Received while a passenger on a regularly scheduled airline flight or regularly scheduled charter operated; in scheduled air transportation pursuant to economic authority issued by the Civil Aeronautics Board; by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates; or by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline;
2. Received while a passenger on any aircraft, other than a single-engine jet, which at the time is making a flight for the principal purpose of transporting passengers and not for any other operational, tactical or test purpose and which is operated by the Military Airlift Command of the United States, the Royal Canadian Air Force Air Transport Command, or the Royal Air Force Air Transport Command of Great Britain;
3. Received while a passenger on any land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this policy;
4. Received while a passenger on a vehicle licensed to carry passengers for hire, but only when:
  - going to an airport to board an aircraft on which the Insured is covered by this policy; or
  - when leaving an airport after alighting from such an aircraft;
5. Received while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which the Insured is covered under this policy.

Benefits will be paid equal to the amount purchased for accidental death or dismemberment when the Insured sustains Injuries resulting in any of the following losses within and including 181 days from the date of the accident:

Type of Loss	Percentage of Chosen Benefit Paid
Loss of Life	100%
Loss of both feet	100%
Loss of both hands	100%
Loss of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and one eye	100%
Loss of one foot and one eye	100%
Loss of one hand	50%
Loss of one foot	50%
Loss of one eye	50%

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof. Only the largest applicable amount shown above will be paid for the Injuries resulting from one accident. The benefit for loss of: a) two extremities; b) both eyes; or c) one extremity and one eye is payable only when such loss results from the same accident.

If, while covered by this benefit, the Insured is unavoidably exposed to the elements because of an eligible accident and suffer a loss for which benefits are payable under this benefit, such loss will be payable under this policy. If, while eligible for this benefit, the Insured is in an accident resulting in the disappearance, sinking or

damaging of an air or water conveyance on which the Insured is scheduled under this policy, and the Insured's body has not been found within 52 weeks from the date of the accident, it will be presumed, unless there is evidence to the contrary, that the Insured suffered a loss of life as a result of those Injuries.

Flight Accident Option also includes a medical expense feature that pays Eligible Expenses up to \$50 for each \$1,000 of the chosen benefit amount. If medical expense occurs within 52 weeks of an eligible accident, the Insured will be paid for Eligible Medical Expenses as well as home health care from a licensed home health agency, but only if continued Hospital care would have otherwise been required; attendance of a registered graduate nurse; x-ray examination; or, use of an ambulance. Loss must occur within 100 days of the accident. To receive benefits, loss must be independent of illness or disease and all other causes. Under New York Law, certain mandated benefits are required to be provided under a hospital/medical expense policy. We will pay benefits as applicable to the Policy for such mandates as they apply to the benefits provided under the Policy.

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#### LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Emergency Evacuation, 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), unless the insurance is purchased within 10 days of the initial Trip deposit;
2. 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;
3. intentionally self-inflicted injuries;
4. war, invasion, hostilities between nations (whether declared or not), civil war;
5. participation in any military maneuver or training exercise, any loss starting while the Insured is 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 the Insured pro-rata any premium paid, less any benefits paid, for any period during which the Insured is in such service;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental or emotional disorders, unless hospitalized;
8. participation as a professional in athletics;
9. participation in underwater activities;
10. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
11. commission or the attempt to commit a felony;
12. participating in bodily contact sports; skydiving; hang-gliding; 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, extreme skiing);
13. dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury limited to \$750;
14. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
15. pregnancy and childbirth (except for complications of pregnancy) except if hospitalized;
16. curtailment or delayed return for other than covered reasons;
17. traveling for the purpose of securing medical treatment;
18. services not shown as covered;
19. Confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions;
20. Care or treatment that is not medically necessary;
21. 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;
22. Injury or Sickness when traveling against the advice of a Physician;
23. 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.

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

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. bicycles (except when checked as baggage with a Common Carrier);
9. household effects and furnishing;
10. antiques and collectors items;
11. eye glasses, sunglasses or contact lenses;
12. artificial teeth and dental bridges;
13. hearing aids;
14. prosthetic limbs;
15. prescribed medications;
16. keys, money, stamps, securities and documents;

17. tickets;
18. credit cards;
19. professional or occupational equipment or property, whether or not electronic business equipment;
20. personal computers, telephones, computer hardware or software;
21. sporting equipment if loss or damage results from the use thereof.

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;
12. imprudent action or omission;
13. property shipped as freight or shipped prior to the Scheduled Departure Date.

The following exclusions apply to Accidental Death & Dismemberment, Air Common Carrier Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Optional – Flight Accident Accidental Death & Dismemberment:

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section, unless the insurance is purchased within 10 days of the initial Trip deposit;
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
3. intentionally self-inflicted injuries;
4. war or act of war (whether declared or undeclared), riot or insurrection;
5. participation in any military maneuver or training exercise any loss starting while the Insured is 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 the Insured pro-rata any premium paid, less any benefits paid, for any period during which the Insured is in such service;
6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
7. mental or emotional disorders, unless hospitalized and except to the extent coverage is mandated under New York law;
8. participation as a professional in athletics;
9. being under the influence of drugs or intoxicants, unless prescribed by a Physician unless results in the death of a non-traveling immediate Family Member;
10. commission or the attempt to commit a felony or involvement with an illegal occupation;
11. dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury limited to \$750;
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. traveling for the purpose of securing medical treatment;
15. services not shown as covered;
16. Confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions, benefits provided under Medicare or other government program, except Medicaid, benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable, services rendered and separately billed by employees of hospitals, laboratories or other institutions, services performed by a member of the Covered Person's immediate family and services for which no charge is normally made;
17. Care or treatment that is not medically necessary;
18. 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;
19. Injury or Sickness when traveling against the advice of a Physician;
20. 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;

## COORDINATION OF BENEFITS

### Applicability

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

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

The benefits of This Plan:

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

## Definitions

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

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

"Plan" does not include individual or family:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Order of Benefit Determination Rules

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

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

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

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

## Rules

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

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

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

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

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

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

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

#### **Facility of Payment**

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

#### **Right of Recovery**

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

#### **Non-complying Plans**

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

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