Nationwide Mutual Insurance
Company
One Nationwide Plaza
MR-05-10
Columbus, OH 43215

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

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

Secretary

President

TRAVEL PROTECTION CERTIFICATE
EXCESS INSURANCE

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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 (of external origin) 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.

Bodily Injury means identifiable physical injury which: is caused by an Accident and is independent of disease or bodily infirmity.

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.

Common Carrier means any land, 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.

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

Eligible Person means a person who is covered under a Class of Eligible Persons shown on the Application and who is scheduled to take a Trip.

Effective Date means 12:01 AM local time, at Your location on the day after Your Trip is booked through the Travel Supplier.

Family Member means Your legal or common law spouse, ex-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, who reside in the United States, Canada or Mexico.

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

Hospital means a facility that:
(a) holds a valid license if it is required by the law;
(b) operates primarily for the care and treatment of sick or injured persons as in-patients;
(c) has a staff of one or more Physicians available at all times;
(d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;

(e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
(f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

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

Insurance means any one of the following types of policies or plans which provide benefits for hospital confinement/ medical expenses for You on Your effective date of coverage, and such policy or plan requires You to pay a deductible and/or portion of coinsurance: individual, group or blanket insurance plans; group Blue Cross, Blue Shield, or other group prepayment coverage plans; coverage under labor management trustee plans, union welfare plans, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

Land/Sea Arrangements means land and or sea arrangements made by the Participating Organization.

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 this Policy.

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 the You, a Traveling Companion or a Family Member.

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.

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

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

Traveling Companion means person(s) booked to accompany You on Your 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 etc. who has made the land and/or sea arrangements.

Tuition Expenses means all pre-paid non-refundable expenses charged by the school for the Insured's participation in the school's academic period. These expenses include tuition, room and board through the school only. Off-campus rooms, meals, books or fraternity/sorority charges are not included.

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.

You/Your means an Eligible Person (as defined above and included in the Class of Eligible Persons on the Application) while covered under this plan.

GENERAL PROVISIONS

The following provisions apply to all coverages:

WHEN YOUR COVERAGE BEGINS - All coverage (except Trip Cancellation) will begin at 12:01 A.M. local time at Your location on the Scheduled Departure Date. Trip Cancellation coverage will begin on Your Effective 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 Policy is terminated;
(b) the Scheduled Return Date as stated on the travel tickets;
(c) the date You return to Your origination point if prior to the Scheduled Return Date;
(d) the date You leave or change Your Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
(e) If You extend the return date, Your coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date;
(f) The date You cancel the Trip.

EXTENDED COVERAGE - Coverage will be extended under the following conditions:
(a) When You commence air travel from Your 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 You return to Your 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 You are 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.

ARBITRATION - Notwithstanding anything in this Policy/Certificate to the contrary, any dispute arising out of or relating to this contract, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with the Uniform Arbitration Act (710 ILCS 5/1 et seq.) 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. 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 Policy/Certificate and relating to the same loss or claim, all such insureds will constitute and act as one party for the purposes of the arbitration. **Such arbitration will be voluntary, will be by mutual consent by all parties, and may be binding upon all parties or non-binding on the insured. Arbitration proceedings shall be fair, impartial and free of any conflicts of interest or appearance of conflict of interest. Nothing in this clause will be construed to impair Your rights 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 two (2) 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, and Trip Delay:

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 the address shown on the cover page of the Group Policy, or to the Company's designated representative.

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

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.

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

All claims shall be paid within 30 days following receipt by the Company of due proof of loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 9 percent per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. An insured or an insured's assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due proof of loss within 30 days after receipt of the claim. Any required interest payments shall be made within 30 days after the payment.

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 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 Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;
(b) 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;
(c) Terrorism in a country which is part of the Trip which causes the United States Department of State to issue a travel warning that You should not travel within that country for a period of time that would include the Trip;
(d) Weather that causes complete cessation of services of the Common Carrier for at least 48 consecutive hours and prevents You from reaching Your destination;
(e) Natural disaster at the site of Your destination that renders their destination accommodations uninhabitable;
(f) A country or region which is Your scheduled destination on Your trip whereby the United States Department of State issues a travel warning that You should not travel within that country or region for a period of time that would include the trip. This does not include flight connections or other transportation arrangements to reach Your destination.

The Company will reimburse You for the following:

a) non-refundable cancellation charges imposed by the Participating Organization/Travel Suppliers;
b) airfare cancellation charges for flights commencing within one day of the Land/Sea Arrangements;
c) If the Travel Supplier cancels the Your Trip, the You are covered up to $150.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Trip including the airfare;
d) Tuition Expenses not refunded by the Participating Organization.

In no event shall the amount reimbursed exceed the maximum benefit shown on the Confirmation of Coverage.

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 You 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 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 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 Trip;
(b) 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;
(c) Terrorism in a country which is part of the Trip which causes the United States Department of State to issue a travel warning that You should not travel within that country for a period of time that would include the Trip;
(d) Weather that causes complete cessation of services of the Common Carrier for at least 48 consecutive hours and prevents You from reaching Your destination;
(e) Natural disaster at the site of Your destination that renders their destination accommodations uninhabitable;
(f) A country or region which is Your scheduled destination on Your trip whereby the United States Department of State issues a travel warning that You should not travel within that country or region for a period of time that would include the trip. This does not include flight connections or other transportation arrangements to reach Your destination.

The Company will pay for the following:

a) unused, non-refundable land or sea expenses prepaid to the Participating Organization/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, from the point of destination to the point of origin shown on the original travel tickets;
c) Tuition Expenses not refunded by the Participating Organization.

In no event shall the amount reimbursed exceed the maximum benefit shown on the Confirmation of Coverage.

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 Trip for twelve (12) or more hours due to a defined Hazard:

Covered Expenses include:
(a) Any reasonable additional expenses incurred;
(b) An Economy Fare from the point where the You ended Your Trip to a destination where You can catch up to the Trip; or
(c) A one-way Economy Fare to return You to Your originally scheduled return destination.

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 You have 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 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; personal computers, cameras and their accessories and related equipment.

The Company will pay the lesser of the following:
(a) Actual Cash Value at time of loss, theft or damage to baggage and personal effects, 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 Trip.

You must be a ticketed passenger on a Common Carrier.

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

LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption and Trip Delay:

Loss caused by or resulting from:

1. 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;
2. intentionally self-inflicted injuries;
3. participation in any military maneuver or training exercise, any loss starting while You are in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces.
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. mental or emotional disorders, unless hospitalized;
6. participation as a professional in athletics;
7. participation in underwater activities;
8. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. commission or the attempt to commit a criminal act;
10. 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;
11. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
12. pregnancy and childbirth (except for complications of pregnancy);
13. curtailment or delayed return for other than covered reasons;
14. traveling for the purpose of securing medical treatment;
15. services not shown as covered;
16. Care or treatment that is not medically necessary;
17. Injury or Sickness when traveling against the advice of a Physician;
18. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
19. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

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

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. 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. theft or pilferage while left unattended in any vehicle;
7. mysterious disappearance;
8. property illegally acquired, kept, stored or transported;
9. insurrection or rebellion;
10. imprudent action or omission;
11. property shipped as freight or shipped prior to the Scheduled Departure Date.

The Company will not pay for delay, loss of market, or consequential losses or damages of any kind.

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.

STATE EXCEPTIONS

FLORIDA
FORM SRTC-2000 (CW) 07/04
If you reside in the state of FLORIDA:
This policy is underwritten by Allied Property Casualty Insurance Company
The section noted as ARBITRATION is amended to read as: ARBITRATION - Notwithstanding anything in the 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. Any arbitration will be by mutual agreement by all parties. All fees and expenses of the arbitration shall be borne by the parties equally.
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 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.

HAWAII
Form SRTC-2200-HI
If you reside in the state of HAWAII:
1. In the section entitled General Provisions, the provision entitled "Arbitration" is deleted in its entirety.

IDAHO
Form SRTC-2200-ID
If you reside in the state of IDAHO:
The definition of **Hospital** is amended to read:
Hospital means a provider that is a short-term, acute, general hospital that:
1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick person by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
5. is not other than incidentally: (a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, or place for the aged; (b) a place for the treatment of mental illness; (c) a place for the treatment of alcoholism or drug abuse, place for the provision of hospice care; or (d) a place for the treatment of pulmonary tuberculosis.

KANSAS
Form SRTC 2200 KS
If you reside in the state of KANSAS:
1. Please note that: **THIS IS A LIMITED POLICY - READ IT CAREFULLY**
2. The provision entitled "Subrogation" does not apply to medical or dental expense benefits payable under the Policy.
3. The provision entitled "Legal Actions" is amended to read: **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 five (5) years after the time required for giving proof of Loss.
4. The "Payment of Claims" provision is amended to state: The Company or its designated representative will pay the claim immediately after receipt of due and acceptable proof of Loss.
5. The provision entitled "Arbitration" is amended to read: After a dispute has arisen, an appraisal or arbitration may take place if You and the Company fail to agree on the amount of the Loss. However, an appraisal or arbitration will take place only if both You and the Company agree, voluntarily, to have the Loss appraised or arbitrated.

LOUISIANA
Form SRTC 2000 (LA) 07/04
If you reside in the state of LOUISIANA:
1. This Policy is an Individual Policy underwritten by Nationwal Casualty Company.
2. **INSURANCE WITH OTHER INSURERS:** If there be other valid coverage, not with this Company, providing benefits for the same Loss on a provision of service basis or on an expense incurred basis and of which this
Company has not been given written notice prior to the occurrence or commencement of Loss, the only liability under any expense incurred coverage of this Policy shall be for such proportion of the Loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same Loss of which this insurer had notice bears to the total like amounts under all valid coverages for such Loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken, as the amount which the services rendered would have cost in the absence of such coverage.
3. In the **GENERAL DEFINITIONS** section:
a. The following is amended to read as follows:
"Bodily Injury means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of Your death or dismemberment within twelve months from the date of the Accident."
4. In the **GENERAL PROVISIONS** section:
a. The **VALUATION** section is amended to read as follows: "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 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."

b. The **DISAGREEMENT OVER SIZE OF LOSS** shall read as follows: "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 Loss. If they do not agree, they will select an arbitrator. The appraisal will set the amount of the Loss. 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."
5. In the **BAGGAGE/PERSONAL EFFECTS** section, under the "Company will pay the lesser of the following," point (a) is amended to read: "(a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects, as determined by the Company."

MICHIGAN
Form SRTC 2700 MI
If you reside in the state of MICHIGAN:
1. The Legal Actions section under General Provisions in the Policy will read as follows: No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of Loss. No legal action for a claim can be brought against the Company more than two (2) years after the time required for giving proof of Loss unless otherwise required by law.

MINNESOTA
Form SRTC 2200 (MN)
If you reside in the state of MINNESOTA:

1. The following exclusion: "participating in bodily contact sports;" includes the following: "Bodily contact sports means any sport where the objective is to physically render an opponent unable to continue with the competition such as boxing and full contact karate".
2. In the General Provisions section, the provision entitled "Payment of Claims" is amended by the addition of the following sentence: The Company will pay the claim within 5 business days after agreement with You as to the amount of Loss.
3. In the General Provisions section, the provision entitled "Subrogation" is amended by the addition of the following sentence: The Company's rights do not apply against any person insured under this or any other Policy/coverage part the Company issues with respect to the same occurrence or Loss.
4. In the General Provisions section, the provision entitled "Notice of Claim" is amended to provide for oral notification of claims, Losses, or suits under the Policy.

MISSISSIPPI
Form SRTC-2200 MS
If you reside in the state of MISSISSIPPI:
1. A provision entitled **TIME OF PAYMENT OF CLAIM** is amended to read: Benefits payable for any Loss will be paid within 35 days after receipt of due written proof of such Loss. Benefits due are overdue if not paid within 35 days after the Company or We receive proof of Loss and the necessary information to adjudicate the claim and the necessary medical information and other information essential for Us to administer any coordination of benefits and subrogation provisions. If such information is not supplied as to the entire claim, the amount supported by reasonable proof is overdue if not paid within 35 days after the Company receives such proof. Any part or all of the remainder of the claim that is later supported by such proof is overdue if not paid within 35 days after the Company receives such proof. To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last know address of the claimant or beneficiary in a properly addressed, postpaid envelope, or if not so posted, on the date of delivery. If the claim is not denied for valid and proper reasons by the end of such period of 35 days, the Company must pay You interest on accrued benefits at the rate of one and one-half percent (1½%) per month on the amount of such claim until it is finally settled or adjudicated. In the event the Company fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest that may accrue as provided above and any other damages as may be allowable by law.
2. The provision entitled **Physical Examination and Autopsy** is re-titled **Physical Examination** and amended to read: Physical Examination: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company will bear all costs for this.
3. The provision entitled Subrogation is amended to read: **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. No subrogation will occur until You have been made whole for Your damages.

MISSOURI

Form SRTC-2200 MO

If you reside in the state of MISSOURI:

1. In the Definitions Section:

The definition of Accidental Injury is amended to read: **Accidental Injury** means Bodily Injury caused by an Accident being the direct and independent cause in the Loss.

The definition of Hospital is amended to read: **Hospital** means a facility that:

(a) holds a valid license if it is required by the law;

(b) operates primarily for the care and treatment of sick or injured persons as in-patients;

(c) has a staff of one or more Physicians available at all times;

(d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;

(e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and

(f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

2. The Subrogation provision and the Arbitration provision are deleted in their entirety.

3. With regard to all benefits except medical expense and Accidental Death and Dismemberment Benefits the Legal Actions provision is amended to read: **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 ten (10) years after the time required for giving proof of Loss.

4. With regard to medical expenses, the Payment of Claims provision is amended by the addition of the following provision: If You utilize a public hospital or clinic, and such hospital or clinic submits a claim for benefits, whether or not such person has made an assignment of benefits, the Company will pay the benefits provided by the Policy directly to the hospital or clinic. If, however, a claim for benefits provided by the Policy is paid and then such Public hospital or clinic files a claim for benefits, the Company will not be liable for the duplicate payment of such benefits to such hospital or clinic.

5. With regard to Proofs of Loss for all benefits other than medical expense benefits and accidental death and dismemberment the Proofs of Loss Provision is amended to read: **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 the Company requests such proof of Loss. Failure to comply with these conditions shall invalidate any claims under the Policy. However, no claim will be denied based upon Your failure to provide notice within the specified time frame, unless this failure operates to prejudice the Company's rights, as per 20CSR100-1.020.

MONTANA

Form SRTC 2200-MT

If you reside in the state of MONTANA:

1. The definition of sickness is amended to read: **Sickness** means an illness or disease, including pregnancy, that is diagnosed or treated by a Physician after the Effective Date of insurance and while You are covered under the Policy.

2. The provision entitled Controlling Law is amended to read: Conformity with Montana statutes: The provisions of this certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which You reside on or after the Effective Date of this certificate.

3. The exclusion related to pregnancy and childbirth is deleted in its entirety.

NEVADA

Form SRTC-2200-NV

If you reside in the state of NEVADA:

1. For Effective Dates of coverage and termination dates of coverage, the references to 12:01 A.M and 11:59 PM are amended to read "12:00 midnight".

NEW JERSEY

Form SRTC 2500 IL

If you reside in the state of NEW JERSEY:

1. This Policy is underwritten by Nationwide Life Insurance Company

NEW MEXICO

Form SRTC-2200-NM

If you reside in the state of NEW MEXICO:

1. The definition of Physician is amended to read:

Physician means a licensed practitioner of the healing arts acting within the scope of his/her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

2. The provision entitled Arbitration is deleted in its entirety.

NORTH CAROLINA
Form SRTC-2200-NC
If you reside in the state of NORTH CAROLINA:
1. The provision entitled Arbitration is amended to read:
ARBITRATION - Notwithstanding anything in the Policy to the contrary, any claim arising out of or relating to this contract, or its breach, will 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. Arbitration will take place in the county and state where You reside, unless otherwise agreed to by You and the Company. All fees and expenses of the arbitration shall be borne by the parties equally.
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 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.

NORTH DAKOTA
Form SRTC-2200-ND
If you reside in the state of NORTH DAKOTA:
1. Under the section entitled GENERAL PROVISIONS, Arbitration and Legal Actions are amended to read:
ARBITRATION - Notwithstanding anything in the Plan 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. Arbitration will be by mutual consent by all parties and the local courts must have jurisdiction.
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 Plan 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.

OHIO
Form SRTC-2200-OH
If you reside in the state of OHIO:
1. The following Notices are added:
FRAUD STATEMENT
Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact materiel thereto, commits a fraudulent insurance act which is a crime.
COORDINATION OF BENEFITS
Notice: if you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Read all of the rules very carefully, including the coordination of benefits section, and compare them with the rules of any other plan that covers you or your family.
2. Item 2 under Part VII entitled "General Provisions Related to Insurance Benefits" is amended to read:
ARBITRATION - Notwithstanding anything in the Plan 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 Ohio court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. In addition, such arbitration must be by mutual consent by all parties.
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 Plan 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.
3. The provision entitled "Legal Actions" is amended to read: **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.

4. If you have a complaint related to a claim, You should contact the Company or its Agent at 1-888-493-5378. If you disagree with the company's decision, you have the right to fi le a complaint with the Ohio Department of Insurance, Consumer Services Division, 2100 Stella Court, Columbus, Ohio 43215-1067, (614)-644-2673, toll free in Ohio 1-800-686-1526.

OKLAHOMA
Form SRTC 2200-OK
If you reside in the state of OKLAHOMA:
1. The following provision is added: **FRAUD**
STATEMENT: Warning: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes any claim for proceeds of an insurance Policy containing any false, incomplete or misleading information is guilty of felony.
2. In the section entitled "When Coverage Ends" the references to 11:59 PM are amended to read "12:01 A.M."
3. Under Trip Cancellation, Trip Interruption, Trip Delay, Baggage/Personal Effects, Baggage Delay:
a. The provision entitled "Arbitration" is amended to read: **ARBITRATION** – Notwithstanding anything in the 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. Arbitration shall be by mutual agreement by all parties. 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. 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 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.
b. The provision entitled "Legal Actions" is amended to read: **LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until six months after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than two (2) years after the time required for giving proof of loss.
c. The provision entitled Controlling Law is amended to read: **CONTROLLING LAW** – Any part of the certificate that conflicts with the state law of Oklahoma is changed to meet the minimum requirements of that law.
d. In the section entitled "Definitions":
i. The definition of **Family Member** is clarified to include adopted children from the moment of placement for adoption with You or a child from the date of placement for adoption with You.

OREGON
Form SRTC 2000 (OR) 04/05
If you reside in the state of OREGON:
1. Please note that: In Oregon this is an individual Policy.
2. The exclusion "being under the influence of drugs or intoxicants unless prescribed by a licensed Physician" is amended to read as follows: "being under the influence of drugs, unless such drug is prescribed by a Physician or while intoxicated according to the legal limits where the Loss takes place."
3. In the **GENERAL DEFINITIONS** section:
a. The following is amended to read as follows:
"Bodily Injury" means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of Your death or dismemberment within twelve months from the date of the Accident."
4. In the **GENERAL PROVISIONS** section:
a. Section (e) of **WHEN YOUR COVERAGE ENDS** is amended to read as follows: "(e) the time this Policy terminates. If insurance was purchased prior to the date of termination, insurance will continue to the end of the Individual Coverage Term."
b. The **ARBITRATION** section has been amended to read as follows: "Not withstanding anything in this 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. Binding arbitration must be by mutual agreement by all parties, must occur in Oregon and be handled according to Oregon Law.
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."
c. The **DISAGREEMENT OVER SIZE OF LOSS** section has been amended to read as follows:
"If there is a disagreement about the amount of the Loss either You or the Company can make a written demand for an appraisal. Such appraisal must be my mutual agreement by all parties to be binding, must occur in Oregon and be handled according to Oregon law. 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. They Company will pay the appraiser they choose. You will share equally with the Company the cost of the arbitrator and the appraisal process."
5. Under **LIMITATIONS AND EXCLUSIONS**:
a. Item (9) is amended to read as follows: "(8) being under the influence of drugs, unless such drug is prescribed by a Physician or while intoxicated according to the legal limits where the Loss takes place unless results in the death of a non-traveling immediate Family Member."

RHODE ISLAND
Form SRTC-2200-RI
If you reside in the state of RHODE ISLAND:
1. Under the section entitled GENERAL PROVISIONS, the provision entitled "Arbitration" is deleted in its entirety.
2. Under the section entitled GENERAL PROVISIONS, the provisions entitled proofs of Loss are amended to read:
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. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

SOUTH CAROLINA
Form SRTC-2200-SC
If you reside in the state of SOUTH CAROLINA:
1. The Physical Examinations and Autopsy provision is deleted in its entirety.
2. The provision entitled Arbitration is deleted in its entirety.
3. The provision entitled Subrogation is amended to read: **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. We may not subrogate for more than the amount of insurance benefits that We have previously paid in relation to Your Loss by the liable third party. Subrogation is not permitted if the Director of Insurance determines that the exercise of subrogation by Us is inequitable and commits an injustice to You. Attorneys' fees and costs must be paid by Us from the amounts recovered. Subrogation only applies to injury, You have the right to petition the Administrative Law Judge Division and it applies to liable third parties only.

SOUTH DAKOTA
Form SRTC 2200 SD
If you reside in the state of SOUTH DAKOTA:
In the GENERAL PROVISIONS:
1. The provision entitled Arbitration is amended to read: **ARBITRATION** - Notwithstanding anything in this 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. Arbitration will be by mutual consent by all parties and any determination will not be binding on any party. 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. 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 Plan 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.
2. The provision entitled Disagreement Over Size of Loss is amended to read: **DISAGREEMENT OVER SIZE OF LOSS**: If there is a disagreement about the amount of the Loss either You or the Company may 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. Such action must be mutually agreed to by all parties and any determination made is not binding on either party.
3. The provision entitled "Legal Actions" is amended to read: **LEGAL ACTIONS** - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of Loss. No legal action for a claim can be brought against the Company more than six (6) years after the time required for giving proof of Loss.

Under the section entitled LIMITATIONS AND EXCLUSIONS: Exclusion is amended to read: "8. being under the influence of drugs or intoxicants, unless prescribed by a Physician and only if You are committing felony at the time of the Loss unless results in the death of a nontraveling immediate Family Member."

TENNESSEE
Form SRTC 2200-TN
If you reside in the state of TENNESSEE:
1. In the section entitled DEFINITIONS, the following definitions are amended to read:
Bodily Injury means identifiable physical injury which: (a) is caused by an Accident; (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of Your death or dismemberment within twelve months from the date of the Accident; and (c) is not a Pre-existing Condition.
Sickness means: (a) 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 Policy.
2. In the Section entitled GENERAL PROVISIONS, the provision entitled Arbitration is amended to read:
ARBITRATION - Notwithstanding anything in the Policy to the contrary, any claim arising out of or relating to this contract, or its breach, will 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.
However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. If more than one insured is involved in the same dispute arising out of the same 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.
3. In the Accidental Death and Dismemberment Benefits, the following sentence is deleted in its entirety: The maximum benefits for any one single Accident is limited to $15,000,000 for all persons insured under the Plan.

TEXAS
Form SRTC 2200 TX
If you reside in the state of TEXAS:
1. Please note that: In Texas this is an individual Policy.
2. In the provision entitled **WHEN YOUR COVERAGE ENDS**, the following sentence is added:
Coverage will not end solely because a person becomes an elected official in Texas.
3. In the provision entitled **LEGAL ACTIONS** in the **GENERAL PROVISION**, the reference to "2 years" is amended to read "2 years and one day".
4. The provision entitled **NOTICE OF CLAIM** in the **GENERAL PROVISIONS** is amended by the addition of the following paragraphs: The Company shall, not later than the 15th day after receipt of such notice of a claim:
a. acknowledge receipt of the claim;
b. commence any investigation of the claim; and
c. request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.
If the acknowledgement of the claim is not made in writing, the insurer shall make a record of the date, means, and content of the acknowledgement. The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of Loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a Claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim.
Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.
5. The provision entitled **PAYMENT OF CLAIM** in the **GENERAL PROVISION** is amended by the addition of the following paragraph: If the Company notifies a claimant that the insurer will pay a claim or part of a claim, the Company shall pay the claim not later than the fifth business day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by the claimant, the Company shall pay the claim not later than the fifth business day after the date the act is performed.

6. The **PROOF OF LOSS** provision in the **GENERAL PROVISIONS** is amended to read: The Claimant must send the Company, or its designated representative, proof of Loss within ninety-one (91) days after a covered Loss occurs or as soon as reasonably possible.
7. The following provision is added to the Policy: You may cancel the Policy by giving the Company or its agent written notice within either 10 days from the date of issuance of Your Policy, or Your Departure Date, whichever occurs first. If You do this, the Company will refund Your plan cost in full, excluding the administrative fee.

Form SRTC 2200 TX (A&H)

1. In the section entitled GENERAL DEFINITIONS:
   The definition of Family Member is amended to read: **Family Member** means Your or Traveling Companion's 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, who reside in the United States, Canada or Mexico.
   The definition of Hospital is amended to read: **Hospital** means:
   (a) is licensed as a hospital and operated pursuant to law; and
   (b) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed physicians), medical, diagnostic, and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
   (c) provides 24-hour nursing service by or under the supervision of a registered graduate professional nurse (RN); and
   (d) is an institution which maintains and operates a minimum of five beds; and
   (e) has x-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; and
   (f) maintains permanent medical history records.
   Hospital does not include:
   (a) the federal government or any agency thereof for the treatment of members or ex-members of the armed forces; or
   (b) convalescent homes, convalescent facilities, rest facilities, or nursing facilities; or
   (c) home or facilities primarily for the aged, drug addicts, alcoholics, those primarily affording custodial care, educational care or those primarily affording care for mental and nervous disorders.
2. In the section entitled LIMITATIONS AND EXCLUSIONS, exclusion 5 is amended to read: mental, emotional, or functional disorder without demonstrable organic disease;
3. The following provisions are added to the section entitled GENERAL PROVISIONS: Entire Contract; Changes: This policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. A change in this policy is not valid until the change is approved by an executive officer of the insurer and unless the approval is endorsed on or attached to the policy. An agent does not have authority to change this policy or to waive any of its provisions
   Change of Beneficiary: Unless You make an irrevocable designation of beneficiary, the right to change a beneficiary is reserved for You, and the consent of the beneficiary or beneficiaries is not required for the surrender or assignment of this policy, for any change of beneficiary or beneficiaries, or for any other changes in this policy.
4. The provision entitled Arbitration is amended to read:
   ARBITRATION - Notwithstanding anything in this Policy to the contrary, any claim arising out of or relating to this contract, or its breach, will 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.
   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.

UTAH

Form SRTC 2200 (UT)

If you reside in the state of UTAH:

1. In the General Provisions section, both provisions entitled Proof of Loss are deleted and replaced with the following:
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.

VERMONT

Form SRTC-2200 VT P&C

If you reside in the state of VERMONT:

1. In the GENERAL PROVISIONS section, the first sentence of the provision entitled "When Your Coverage Ends" is amended to read: **WHEN YOUR COVERAGE ENDS** - Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:
2. The following disclosure is added to the certificate:
THIS TRAVEL PROGRAM IS A LIMITED BENEFIT PROGRAM. READ YOUR CERTIFICATE CAREFULLY.
3. This endorsement is part of the certificate to which it is attached and provides benefits under the certificate for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law. It is understood that Policy definitions and provisions designating

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other Policy or certificate definitions and provisions designating an insured under this certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.
4. The provision entitled "Arbitration" is amended to read: **ARBITRATION** - Notwithstanding anything in the 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. All parties must mutually agree to such arbitration. 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.
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 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.

VIRGINIA
Form SRTC-2200 VA
If you reside in the state of VIRGINIA:
1. Under the section entitled "General Provisions" the following changes are made:
The provision entitled "Subrogation" is amended to read: **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.

WISCONSIN
Form SRTC-2200-WI
If you reside in the state of WISCONSIN:
1. In the Legal Actions Provision, the reference to "two (2)" years is amended to read "three (3) years".
2. The provision entitled Subrogation is amended to read: **SUBROGATION** - To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company. The Company's ability to recover is limited to the amount remaining after You have been made whole.
3. Both Proofs of Loss provisions are deleted and replaced with the following: **PROOF OF LOSS:** The claimant must provide to the Company, or its designated representative, notice of proof of loss within ninety (90) days from the date of loss. The claimant must provide satisfactory proof of loss must be furnished as soon as possible and within one year after the time it was required by the Policy.