



Schedule of Coverages

Travel Protection Plan Benefits	Maximum Benefits (per reservation*)
Trip Cancellation	Up to 100% of Trip Cost
Trip Interruption	Up to 150% of Trip Cost
Trip Delay	\$ 2,000
Baggage/Personal Effects	\$ 2,000
Baggage Delay	\$ 1,000
Recreational Equipment Delay	\$ 2,000
Emergency Accident/Sickness Medical Expense	\$ 50,000
Pet Medical Expense	\$ 1,000
Emergency Evacuation/Repatriation of Remains	\$ 250,000
Property Damage	\$ 2,000
24 Hour Accidental Death & Dismemberment	\$ 10,000
Lost Ski Days	\$ 2,000
Lost Golf Rounds	\$ 2,000
Search & Rescue Assistance	\$ 10,000
<b>Travel Protection Plan Services</b>	
Traveler's Assistance	Included
Medical Assistance	Included
Emergency Cash Transfer	Included
Roadside Assistance (\$100 per breakdown)	Included

\*Coverage amounts shown are shared between all persons named on the travel reservation. All benefits are paid to the primary traveler listed on the Confirmation of Coverage.

**IMPORTANT NOTES**

This plan is effective when the plan cost has been received by the VacationGuard Plan Administrator or the Property Management Company. Please take Your Confirmation of Coverage and this Certificate of Insurance with You on Your Trip. Should You have customer service questions about the coverage, please call the VacationGuard Plan Administrator at 1-866-314-9480.

**Vacation peace of mind®** Provided You have not incurred any claims or traveled on a Trip, we allow a 100% refund within the first 10 days of purchase of the Plan. There are no refunds after that time and Your premium is fully earned. If for any reason, You wish to cancel this Plan, You may do so by calling VacationGuard Plan Administrator at 1-866-314-9480 within 10 days of the date You purchased this Protection Plan, or by going through Your Property Management Company, whom You purchased the Plan through. NOTE: The Insurer is under no obligation to reinstate or re-offer coverage once cancelled.

Designed expressly for U.S. Resident Members.  
Underwritten by Nationwide Mutual Insurance Company.

**SECTION I: TRAVEL PROTECTION PLAN**

**PART A - 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 the purchase price less depreciation.

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

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

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

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

**Covered Vehicle** means any personal vehicle registered to You and used while on Your scheduled Trip.

**Default** means a material failure or inability to provide contracted services due to financial insolvency.

**Economy Airfare** means the lowest published rate for a one-way ticket.

**Family Member** means natural or adopted children, children-in-law, parents, parents-in-law, siblings, siblings-in-law, grandparents, grandchildren, legal or common law spouse, aunts, uncles, nieces, nephews, step-children, step-parents or legal guardian of You or Your Traveling Companion.

**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.

**Insurer** means Nationwide Mutual Insurance Company.

**Land/Sea Arrangements** means land and/or sea arrangements paid and arranged by You with the Travel Supplier.

**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 Family Member or Traveling Companion.

**Property Management Company** means the "Resort Vacation Property Manager", developer, association, leasing company, rental company, or hotel or condominium operator, who has the financial responsibility for the maintenance, repairs, pre-arrival reservations and payments, and/or operation of the unit used for Your Trip.

**Sickness** means an illness or disease which is diagnosed or treated by a Physician after the effective date of the Protection Plan and while You are covered under this Plan.

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

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

**Traveling Companion** means up to the lesser of the maximum occupancy of the resort unit confirmation, less one (1) or twelve (12) people booked to accompany You on the scheduled Trip.

**Travel Supplier** means a tour operator, cruise line, hotel etc. who has made Your land and/or sea arrangements and/or a vendor from whom You have purchased an activity and/or tickets from, the cost of which has been included in the cost paid for this plan.

**Trip** means out of pocket prepaid Land/Sea Arrangements and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) week of the Land/Sea Arrangements.

**Veterinarian** means a licensed practitioner pertaining to the medial and surgical treatment of animals, especially domesticated animals acting within the scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or Family Member.

**You or Your** means a person who has purchased a Trip and who has paid the required plan cost for the protection plan provided herein.

## PART B – PLAN COST AND TERM OF COVERAGE

The Trip Cancellation Benefit takes effect upon receipt of the appropriate Plan cost by the VacationGuard Plan Administrator or the Property Management Company. All other coverages take effect at 12:01 a.m. local time at Your location on the departure date of Your Trip.

All coverages shall terminate on the earlier of the following dates: (a) Your return to the origination point as specified in the travel tickets; (b) 11:59 p.m. local time at Your location on the date Your Trip is completed, (c) The date You cancel Your Trip.

The duration of coverage shall be extended under the following conditions: (a) when You commence air/drive travel from Your origination point within the lesser of: (i) within 2 days prior to the commencement of the Land/Sea Arrangements, or (ii) on the date of Your air/drive travel; and (b) if You return to Your origination point within the lesser of: (i) within 2 days after the completion of the Land/Sea Arrangements, or; (ii) on the date of Your air/drive travel.

## PART C – TRAVEL PROTECTION

### Trip Cancellation / Interruption

In the event You are prevented from taking Your Trip due to:

1. Sickness, Accidental Injury or death of You, a Family Member, Traveling Companion, or a 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;
2. You and/or Your Traveling Companion are the victim of a felonious assault within 10 days of departure;
3. Your and/or Your Traveling Companion is directly involved in a documented traffic accident while en-route to departure;
4. You and/or Your Traveling Companion is hijacked, quarantined, required to serve on a jury, or subpoenaed within 10 days of departure;
5. You and/or Your Traveling Companion are transferred by Your employer with whom You are employed on Your effective date of the Plan which requires You to relocate from Your principal place of residence;
6. You and/or Your Traveling Companion are terminated or laid off from full time employment subject to two (2) years of continuous employment at the place where employment was terminated;
7. You and/or Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;
8. You and/or Your Traveling Companion's company being made unsuitable for business by fire, flood, burglary, vandalism, or other natural disaster and You and/or Your Traveling Companion is responsible for policy and decision making with the company and directly involved as a member of the disaster recovery team;
9. Your and/or Your Traveling Companion's principal place of residence is made uninhabitable by fire, flood, volcano, earthquake, hurricane, or other natural disaster;
10. Burglary of Your or Your Traveling Companion's principal place of residence within 10 days of departure;
11. The unit at Your scheduled Trip destination remains uninhabitable within 14 days immediately prior to and including Your scheduled arrival date or becomes uninhabitable while You are on Your scheduled Trip due to a documented fire, flood, volcano, earthquake, hurricane, or other natural disaster;
12. Weather that causes complete cessation of services of the Common Carrier for at least 24 consecutive hours and prevents You and/or Your Traveling Companion from reaching Your destination;

13. Mandatory evacuation is ordered by local authorities at Your scheduled destination due to hurricane or other natural disaster. You must have less than 50% and no more than four (4) days of Your Trip remaining at the time the mandatory evacuation ends in order to interrupt Your Trip;
14. Strike that causes complete cessation of services for at least 48 consecutive hours;
15. 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;
16. Closed roadway causing cessation of travel for You and/or Your Traveling Companions for at least 24 consecutive hours to or from Your Trip destination (substantiated by the department of transportation, state police, etc.);
17. 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 or Travel Supplier from whom You purchased the Land/Sea Arrangements. Your scheduled departure date must be no more than 15 months beyond Your effective date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;
18. A cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to a covered reason (Trip Cancellation only).

#### **Trip Cancellation**

The Insurer will reimburse You for the following, up to the maximum benefit shown in the Schedule of Coverage:

- (a) non-refundable Land/Sea Arrangements and/or cancellation charges imposed by the Property Management Company and/or Travel Supplier;
- (b) airfare cancellation and/or airfare change fees up to \$200 per person, per reservation for flights in connection with the Trip commencing within two (2) days of the Trip;
- (c) fees incurred by You for re-depositing frequent traveler awards (frequent flyer miles, hotel point rewards, etc.) in Your account if You used awards for any part of a Trip which is canceled for a covered reason (the Insurer will not pay more than an aggregate amount of \$500 for all Trips and for fees paid for re-depositing frequent traveler awards);
- (d) additional costs You may incur 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 cancels his/her Trip for a covered reason and You do not cancel;

#### **Trip Interruption**

The Insurer will reimburse You for the following, up to the maximum benefit shown in the Schedule of Coverage:

- (a) unused, non-refundable Land/Sea Arrangements prepaid to the Property Management Company, and/or Travel Supplier;

- (b) airfare, up to \$200 per person paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Trip limited to the cost of one-way economy airfare or similar quality as the originally issued ticket by scheduled carrier;
- (c) reasonable additional accommodation and transportation expenses incurred by You (up to \$250 a day) if a Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but does not require hospitalization.

In no event shall the amount reimbursed exceed the lesser of: Your pre-paid out of pocket expenses for Your Trip, or the maximum benefit shown on the Schedule of Coverage.

#### **Trip Delay**

The Insurer will reimburse You for Covered Expenses incurred by You and/or Your Traveling Companions during Your scheduled Trip due to travel delay of 5 or more hours up to the maximum benefit amount listed in the Schedule of Coverage while en-route to or returning to their principal place of residence from Your scheduled Trip destination.

Covered reasons for Travel Delay are:

1. Common Carrier caused delay (including bad weather);
2. You or Your Traveling Companion being delayed by, but not directly involved in, a traffic accident while en route to a departure;
3. Lost or stolen passports, travel documents or money;
4. Quarantine; hijacking, unannounced strike, natural disaster, civil commotion or riot;
5. Closed roadway causing cessation of travel to or from Your Trip destination (substantiated by the department of transportation, state police, etc);
6. Mechanical breakdown of Your Covered Vehicle while en-route to or from Your scheduled Trip destination;
7. A mandatory evacuation is ordered by local authorities due to a documented weather condition, You will be reimbursed for Your reasonable, additional out of pocket expenses incurred for meals and lodging up to \$500 per Trip.

Covered Expenses include:

- (a) any pre-paid, unused, non-refundable land accommodations and expenses;
- (b) any reasonable, additional accommodations and traveling expenses.

If you are delayed by a Common Carrier while en route to Your return destination after the Covered Trip is completed and have placed Your cat or dog in a kennel for the duration of the Covered Trip and You are unable to collect them on the day previously agreed with the kennel, benefits will be paid at \$25 per day, on a one-time basis, up to the Maximum Benefit amount shown in the Confirmation of Coverage to cover the necessary additional kennel fees.

For Kennel coverage, You must provide the following documentation when presenting a claim for these benefits: written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the loss, including but not limited to, scheduled departure and return times and actual departure and return times; and written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

## PART D – BAGGAGE PROTECTION

### Baggage/Personal Effects

The Insurer will reimburse, up to the maximum benefit shown per reservation for You and/or Your Traveling Companions traveling during Your scheduled Trip, for loss, theft, or damage to baggage and personal effects. The Insurer will pay the lesser of the following:

- (a) Actual Cash Value of the items less depreciation as determined by the Insurer; or
- (b) cost of repair or replacement.

The maximum benefit per article is \$500. There will be a combined maximum of \$1,000 for the following: jewelry; watches; articles consisting in whole or in part silver, gold or platinum; furs, articles trimmed with or made mostly of fur; and cameras, portable electronics, and their related equipment.

### Baggage Delay

You will be reimbursed for expenses of necessary personal effects, up to the maximum benefit shown per reservation for You and/or Your Traveling Companions traveling during Your Trip if checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from the time You were scheduled to arrive at the destination stated on Your ticket. You must be a ticketed guest on a Common Carrier.

### Recreational Equipment Delay

If the sporting equipment You planned to use on the Trip is lost, delayed or misdirected by a Common Carrier for more than 12 hours from the time You and/or Your Traveling Companions were scheduled to arrive at the destination stated on the ticket, You will be reimbursed for expenses for rental of similar sporting equipment, up to the maximum benefit shown per reservation for You and/or Your Traveling Companions traveling during the Trip. You must be a ticketed passenger on the Common Carrier that created the delay or loss.

## PART E – MEDICAL PROTECTION

### Emergency Accident & Sickness Medical Expense

The Insurer will pay benefits up to the maximum benefit shown per reservation for You and/or Your Traveling Companions traveling during Your scheduled Trip, for Covered Medical Expenses as a result of Emergency Treatment of an Accidental Injury or Sickness which first manifests itself during the 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 or Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include the services of a legally qualified Physician, surgeon, graduate nurse, dentist, or osteopath; charges for hospital confinement and use of operating

rooms; charges for treatments and laboratory tests; ambulance service, drugs, medicines, and therapeutic services and supplies. The Insurer will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished.

**Important:** The above benefits are subject to the Pre-Existing Condition limitation and other limitations as outlined under Exclusions.

### Pet Medical Expense

If Your cat or dog is accompanying You on the Covered Trip and as a result of sickness or accidental injury that first manifests itself or first occurs during the Covered Trip, incurs Emergency Medical Treatment, the Company will pay benefits up to \$1,000 subject to a \$50 deductible, if Your cat or dog incurs Covered Medical Expenses.

Emergency Medical 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 or accidental injury.

Covered Medical Expenses means necessary services and supplies that are recommended by the attending licensed Veterinarian.

### Emergency Medical Evacuation

The Insurer will pay benefits for Covered Expenses incurred, up to the maximum benefit shown per reservation, if an Accidental Injury or Sickness commencing during the course of the scheduled Trip and is ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants an Emergency Evacuation.

Emergency Evacuation means for You and Your Traveling Companion:

- (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 or 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 Your Evacuation 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) arranged and authorized in advance by the Insurer or its authorized representative.

If You suffer an Accidental Injury or Sickness while on the Trip that results in hospitalization and the attending Physician advises You against driving Your Covered Vehicle home, the

**VACATIONGUARD®**  
**Resort Protection Plan**

Description of Coverage Plan Reference Number: VGR 0909



Insurer will pay the charges imposed up to \$1,000 to return the unattended vehicle to Your principal place of residence. This coverage is only afforded to non-commercial vehicles.

If Your cat or dog is accompanying You on the Covered Trip and is left unattended as a result of Your hospitalization, the Company will pay for the cost to transport, up to \$10,000, to return the pet to Your primary place of residence. Covered expenses are for transportation expenses only. Expenses to kennel the pet are not reimbursable under this benefit.

Transportation services are provided if arranged and 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.

**Repatriation of Remains** – The Insurer will pay reasonable Covered Expenses incurred to return Your body to their principal place of residence if he/she dies during the Trip. This will not exceed the maximum shown on the Schedule of Coverage.

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

**All Transportation must be authorized and arranged by the authorized assistance company.** The Insurer will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

**FOR EMERGENCY 24 HOUR ASSISTANCE, PLEASE CALL:**  
1-866-690-5113 (toll-free)  
1-603-328-1943 (collect)

**PART F – PROPERTY PROTECTION**

**Property Damage**

The Insurer will reimburse You, up to the maximum shown on the Schedule of Coverage, for direct physical damage to Covered Real or Personal Property within the rental unit You or Your Traveling Companion(s) occupy while on Your Trip due to You or Your Traveling Companion(s) inadvertent acts or omissions.

Covered Real and Personal Property is defined as: (a) the alterations, appliances, fixtures and improvements which are part of the building contained within the rental unit You are registered in; and (b) items of real property which pertain exclusively to the rental unit You are registered in.

The coverage provided in Parts C, D and E shall be in excess of all other valid and collectible indemnity and shall apply only when such other benefits are exhausted and Part F will be excess of any security damage waiver program You have been afforded by the Property Management Company.

**PART G – TRAVEL ACCIDENT PROTECTION**

**Accidental Death & Dismemberment (24 Hour)**

If Accidental Injury to You and/or Traveling Companions traveling during Your scheduled Trip results in any of the following losses within 180 days of the date of the accident, the Insurer will pay the largest applicable amount as follows per reservation:

1. the full benefit is paid for loss of life, both hands or feet, sight of both eyes, speech and hearing in both ears, one hand and one foot, either hand or foot and sight of one eye;
2. one half the benefit amount is paid for loss of either hand or foot, sight of one eye; speech; hearing in both ears;
3. one fourth of the benefit amount is paid for thumb and index finger of the same hand.

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

In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverage for all losses due to the same accident.

**EXPOSURE:** The Insurer will pay benefits for covered losses that result from You 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 Insurer will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

**PART H – RESORT VACATION PROTECTION**

**Lost Skier Days**

If You and/or Your Traveling Companions are unable to Ski during the Trip due to 50% or more of the Trails closing for at least 7 consecutive hours, (excluding night Skiing), from lack of snow cover or stormy weather during the Trip, the Insurer will reimburse You (on a pro-rated basis) the value of Your pre-paid Ski tickets for each day of the closure or reduction in Trails during the Trip up to the maximum benefit shown on the Schedule of Coverage.

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

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

# VACATIONGUARD® Resort Protection Plan

Description of Coverage Plan Reference Number: VGR 0909



## CONDITIONS

- (a) Benefits begin on the later of the date You arrive at the resort and You begin to Ski or the date on Your valid Ski lift ticket;
- (b) A minimum of 10 Trails must be open on the date You arrive at the resort in order to be eligible for this Benefit;
- (c) This Benefit does not apply to reimbursement for season passes or towards night Skiing;
- (d) This Benefit is eligible to Skiing that takes place between December 1 and March 31 only;
- (e) Maximum Ski lift ticket purchase to be covered is a 6 day skier ticket;
- (f) If Your Ski ticket applies to multiple ski mountains within a 50 mile radius and one of the other Ski mountains for that Ski ticket does not meet these Benefits and Conditions, this Benefit is not provided.

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

## Lost Golf Rounds

If You are unable to Golf during the Trip due to the inability to complete play on at least 9 holes of an 18 hole round due to weather during the round where the Club Management expressly cancels or puts Your Golf round on delay or suspension for more than 3 hours on the day of Your play, and will document same, the Insurer will reimburse You (on a pro-rated basis) the value of Your pre-paid Golf tickets or greens fees for each day of the loss of Golf during Your Trip, up to the maximum benefit shown on the Schedule of Coverage.

Golf or Golfing means the recreation of playing Golf on an officially registered Golf Course measuring over 4,000 yards with a par rating of at least 68 for 18 holes of play, or that might have multiple 18 hole Courses of at least 4,000 yards each, within the resort and operated by the same management, which is accessed by a prepaid use ticket for rounds, play time, and/or use or admission; however, Golf or Golfing does not include miniature, executive or par-3 courses, or Golf which takes place where discounted rates are in effect for "twilight", early evening, winter season, or nighttime play.

Course means land which is specifically and physically maintained for use as a Golf Course and depicted for such on a course card with distance and/or slope and handicap ratings as provided by management. This Loss Golf Rounds benefit is not intended for loss, delay, or suspension of Golf due to actual and/or tangible damage to the Course from any reason whatsoever, regardless of cause.

## CONDITIONS:

1. You must have made a confirmed reservation, including a pre-paid deposit, at least 48 hours in advance of your tee time with the course management;
2. You must incur a cancellation charge by the course management if You do not play, or lose the value of Your Golf fees if play is suspended. If the operator issues You a credit, there is no loss.
3. You or Your playing group must not have caused any delay by missing or initiating Your game past Your reserved start time for the round;

4. this benefit applies only to Golfing that takes place during the high season for Golf at Your destination, meaning when the average playing temperature within 20 miles of the Course is expected to be, and is historically measured by local forecast at or above 60 degrees Fahrenheit at 12 noon;
5. maximum tee time reservations covered is five rounds for any one Trip.

## Search and Rescue

Search and Rescue applies to the following persons only: You, a Family Member traveling with You and/or Your Traveling Companion.

If the person, should become lost, disoriented, or be reported missing while on the Trip during a recreational activity that could be anticipated for that person's abilities and expertise, the Company will pay on the person's behalf up to the limit provided, not to exceed four days, costs for (1) one organized Search and Rescue by appropriate authorities.

Search and Rescue means those reasonable costs incurred, but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within 50 miles of the person's last known location before the loss occurrence.

This benefit can only be activated when someone makes a formal report of the person's need for Search and Rescue to an agency or authority who can activate a Search and Rescue, and the person provides the agency or authority with enough specific and credible details of how, when, where the person might be located so that an official and organized Search and Rescue can be activated.

Specific Waiver of Liability for Search and Rescue: If the person requests this benefit, the person understands that the Company and any affiliated party offering this Plan, do not accept any liability from the rescue situation, and the person and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to us or any rescue team, company, entity, and/or volunteer, for injuries, stress, death, disablement, sickness, or any claims, reason, or cause whatsoever from any Search and Rescue used to attempt to reach the person, assist the person, or respond in any way to the person's Search and Rescue, regardless of whether the Search and Rescue was ever initiated, cancelled, delayed, misdirected, or unable to locate, rescue, or stabilize the person. If any part of this is held invalid, it does not invalidate the other parts or any other parties' waivers.

The person must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

The following exclusions apply to Search and Rescue: any loss caused by or resulting from: heli-skiing; extreme skiing; payment in any way for fines, damages, penalties, or litigation that may be imposed against the person, as a result of their activities or actions.

## PART I – EXCLUSIONS

### Pre-Existing Conditions Exclusion

The Insurer will not pay for any claims arising from any Accidental Injury, Sickness, or other condition (including a condition from which death ensues) affecting You, a Family Member or Traveling Companion which, within the 60 day period before Your coverage began under this Protection Plan, (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 taken remained controlled without any change in the required prescription; or (c) required treatment or treatment was recommended by a Physician.

The Pre-Existing Conditions exclusion is waived if You enroll in this Protection Plan at or within 3 days of the final deposit for Your Trip and You purchase this Plan for the full cost of Your Trip.

**Please Note:** If the Pre-Existing Condition Waiver is not applicable, the event for Cancellation or Interruption of Your scheduled Trip must first occur after Your effective date of coverage.

### General Exclusions

This Protection Plan does not cover any loss caused by or resulting from: Pre-Existing Conditions (please note this exclusion does not apply to Emergency Evacuation and Repatriation of Remains); suicide or attempted suicide while sane or insane (in Missouri, sane only); intentionally self-inflicted injuries; war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; participation in any military maneuver or training exercise; piloting or learning to pilot or acting as a member of the crew of any aircraft; participating as a professional in athletics; being under the influence of drugs or intoxicants unless prescribed by a licensed Physician; commission or the attempt to commit a criminal act; participating in bodily contact sports; skydiving; heliskiing; extreme skiing; scuba diving (unless accompanied by a dive master and not deeper than 50 feet); hang gliding; parachuting; speed contest (shall not include any of the regatta races); mountaineering; any race; bungee cord jumping; spelunking or caving; dental treatment except as a result of Accidental Injury to sound natural teeth; pregnancy and childbirth (except for complications of pregnancy); mental or nervous disorders; curtailment or delayed return for other than covered reasons; traveling for the purpose of securing medical treatment; any non-emergency treatment of surgery, routine physical examinations, hearing aids, eye glasses or contacts; services not shown as covered.

### Baggage/Personal Effects and Baggage Delay Exclusions

The Insurer will not provide benefits for any loss or damage to: animals; automobiles and automobile equipment; boats or other vehicles or conveyances; trailers; motors; motorcycles; aircraft; bicycles (except when checked as baggage with a Common Carrier); household effects and furnishing; antiques and collectors items; eye glasses, sunglasses or contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; prescribed medications; keys, money, stamps, securities and documents; tickets; credit cards; professional or occupational equipment or property, whether or not electronic business

equipment; personal computers; computer software or hardware, telephones; sporting equipment if loss or damage results from the use thereof.

Any loss caused by or resulting from the following is excluded: breakage of brittle or fragile articles; wear and tear or gradual deterioration; insects or vermin; inherent vice or damage while the article is actually being worked upon or processed; confiscation or expropriation by order of any government; war or any act of war whether declared or not; theft or pilferage while left unattended in any vehicle; mysterious disappearance; property illegally acquired, kept, stored or transported; insurrection or rebellion; imprudent action or omission; property shipped as freight or shipped prior to the scheduled departure date.

### Property Damage Exclusions

Any loss caused by You, Your Family Member or Your Traveling Companions and resulting from the following is excluded: acts of god; intentional acts; gross negligence or willful and wanton conduct; any cause, normal wear and tear; loss of use of the rental unit; damage to any property owned by or brought onto the premises by You, Your Family Member or Your Traveling Companion; property damage resulting from any motorized conveyance, vehicle, aircraft, or watercraft operated by You, Your Family Member or You Traveling Companion.

### Search and Rescue Assistance Exclusions:

Any loss caused by or resulting from the following is excluded: heli-skiing, extreme skiing, and payment in any way for fines, damages, penalties, or litigation that may be imposed against You, a Family Member, or Your Traveling Companion as a result of activities or actions.

## SECTION II – GENERAL PROVISIONS

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The following provisions apply to all coverages:

**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 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 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. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

# VACATIONGUARD® Resort Protection Plan

Description of Coverage Plan Reference Number: VGR 0909



**Legal Action:** 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 Policy that conflicts with the state law where the 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, Emergency Accident & Sickness Medical Expense, Emergency Evacuation & Repatriation of Remains and Accidental Death & Dismemberment:

**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 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, and be sent to the Company's administrative office at: *Nationwide Claims Administration; P.O. Box 6866; Shawnee Mission, KS 66206*

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

**Physical Examination and Autopsy:** The Company, or its designated representative, at their own expense, have the right to have You examined as often as reasonably necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**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 thirty (30) days following receipt by the Company of due proof of loss. Failure to pay within such period shall entitle the claimant to interest at the rate of nine (9) percent per annum from the 30<sup>th</sup> day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due proof of loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

**Notice of Loss:** If Your property covered under the 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 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 two (2) of the three (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.

### SECTION III – CLAIMS ADMINISTRATION

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You can file Your initial claim at <http://www.VacationGuard.com>, or call the claims administrator immediately at 1-866-314-9481 to notify them of Your cancellation and to avoid any non-covered expenses due to late reporting.

In order to facilitate prompt claims settlement, be sure to complete all procedures as follows:

**CANCELLATION / INTERRUPTION:** Obtain medical statements and receipts for medical services and supplies from the Physicians in attendance where Sickness or Accidental Injury occurred. These statements should give complete diagnosis, stating that the Sickness or Accidental Injury prevented traveling on dates contracted. If applicable, obtain police reports or claim reports from the parties responsible (i.e., airline, etc.) for Interruption. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY:** Obtain police reports or claim reports from the parties responsible (i.e., airline, etc.) for delay. Receipts for any additional covered expenses will be required as well as verification of the delay.

**BAGGAGE:** In case of loss, theft or damage to personal belongings, immediately contact the Property Management Company or representative, transportation official and/or local police; report the occurrence and obtain a written statement. Submit claim first to the party responsible, (i.e. airline, Property Management Company, hotel, etc.). Provide a copy of the outcome of Your claim, along with the written loss statements, receipts, etc.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment; submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

**PROPERTY DAMAGE:** Obtain receipts from the Property Management Company stating the damage incurred and amount paid or charged to You for the repair or replacement of the item(s).

**LOST SKIER DAYS:** You must provide a copy of Your pre-paid Ski lift ticket receipts and reports from the Ski resort or mountain stating the date, length of time, number and reason of Trail closures for which You are submitting a claim.

**LOST GOLF ROUNDS:** You must provide a copy of the pre-paid Golf receipts and reports from the resort or Course management stating the date, length of time, and reason of Course closure or reason for cancellation or suspension for which You are submitting a claim.

**SEARCH & RESCUE:** Obtain itemized receipts of services and costs from the authorities who seek payment from You, as well as documentation from the resort at Your Trip destination.

### SECTION IV – TRAVEL PROTECTION PLAN SERVICES

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A 24-hour emergency telephone assistance service is available for Your benefit so that, in the event of an emergency while on the Trip, English speaking help and advice may be furnished to You.

#### Travelers Assistance

Our multilingual staff can assist You in solving a variety of unexpected complications during the Trip such as lost tickets or belongings. If necessary, may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided. Assistance provided by On Call International.

#### Medical Assistance

If a medical emergency arises during travel, we will help You find local medical care. Physicians and hospitals worldwide can contact us to confirm coverage and, if required, help You arrange immediate settlement of medical expenses resulting from an Accidental Injury during the covered Trip. We will coordinate emergency medical situations, with Your home Physician and arrange Emergency Evacuation services. Assistance provided by On Call International.

#### Emergency Cash Transfer

We can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Trip. Assistance provided by On Call International.

#### Roadside Assistance

Roadside Assistance Services are provided under this Plan 24 hours a day, 365 days a year while You are on a covered Trip. Please refer to the attached Explanation of Roadside Assistance Services which outlines the terms and conditions that apply.

Emergency Roadside Assistance is available 24 hours a day, 365 days a year. You will only have to pay for any non-covered expenses or covered costs in excess of Your \$100 per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract while You are on a scheduled Trip and is available only for the specific Covered Vehicle. Covered Vehicle means any vehicle registered to You and used while on Your covered Trip that is rated ¾ ton in weight or less, and not used for racing, rentals, dealer services, dealer loaners, taxi, limousine, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use.

All of the services provided are described herein and are applicable throughout the United States and Canada.

All 24 Hour Roadside Assistance services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, FL. 33126. For Mississippi and Wisconsin customers, services are provided by Brickell Financial Services Motor Club. For California customers, services are provided by Road America Motor Club, Inc.

Just call the toll-free Number, **1-866-684-9735**, and a service Vehicle will be dispatched to Your assistance. **Important:** Please be with Your Covered Vehicle when the service provider

# VACATIONGUARD® Resort Protection Plan

Description of Coverage Plan Reference Number: VGR 0909



arrives, as they cannot service an unattended Vehicle. Note: Only one service call for the same cause will be covered during any seven-day period.

## Covered Services include:

1. Towing Assistance. When towing is necessary, Your Covered Vehicle will be towed to the nearest qualified service facility.
2. Flat Tire Assistance. Service consists of the removal of the flat tire and its replacement with the spare tire;
3. Fuel, Oil, Fluid and Water Delivery Service. An emergency supply of fuel, oil, fluid and water will be delivered if You are in immediate need. Up to 3 gallons of fuel will be provided at no charge.
4. Lock-out Assistance. If Your keys are locked inside a compartment of Your Covered Vehicle, assistance will be provided to supply assistance in gaining entry into the locked compartment.
5. Battery Assistance. If battery failure occurs, a jump start will be provided to start Your Covered Vehicle.
6. Collision Assistance. If Your Covered Vehicle is involved in a collision, towing assistance will be provided when needed to direct the Vehicle to the nearest qualified repair facility.

**The following items are not included as part of the emergency roadside assistance benefit:** Cost of parts, replacement keys, fluids, cost of fuel (except as covered above), material, additional labor relating to towing, or the cost of installation of products; non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items; tire repair at any location other than a roadside disablement site; service for any Vehicles in tow; any and all taxes or fines; damage or disablement due to fire, flood, terrorism or vandalism; winching, extrication, towing from, service or repair work performed at a service station, garage or repair shop; service on a Covered Vehicle that is not in a safe condition to be towed; non-emergency towing or other non-emergency service; impound towing or towing by other than an authorized service provider; Vehicle storage charges; a second tow for the same disablement; towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc; towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.

Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony; repeated service calls for a Covered Vehicle in need of routine maintenance or repair.

Only one disablement for the same cause during any seven-day period will be accepted. Services obtained independently of Road America. This is not a Reimbursement Service.

## NOTE ON ASSISTANCE SERVICES

Problems of distance, information and communication make it impossible for the Insurer, VacationGuard, or any service VacationGuard utilizes to assume any responsibility for the availability, quality, use or result of any emergency service. In all cases, You are still responsible for obtaining, using and paying for Your own required services of all types.

## SECTION V – STATE EXCEPTIONS

This plan is underwritten by Nationwide Mutual Insurance Company, under SRTC 2000 IL. The following endorsements amend the above language. Please read them carefully for state amendments based on Your state of residence.

### FLORIDA

*Form SRTC-2200 FL*

1. If you reside in the state of Florida, this Policy is an individual Policy underwritten by Allied Property Casualty Insurance Company, a Nationwide Company.
2. 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*

1. In the section entitled General Provisions, the provision entitled "Arbitration" is deleted in its entirety.

### IDAHO

*Form SRTC-2200-ID*

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*

1. Please note that: **THIS IS A LIMITED POLICY - READ IT CAREFULLY**

**VACATIONGUARD®**  
**Resort Protection Plan**

Description of Coverage Plan Reference Number: VGR 0909



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*

1. If you reside in the state of Louisiana, this Policy is an Individual Policy underwritten by National 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. The start of the **ACCIDENTAL DEATH AND DISMEMBERMENT** section shall read as follows: "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 181 days after the date of the Accident causing the loss. The Principal Sum is shown on the Confirmation of Coverage. 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."
6. In **EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE:**
  - a. Section (b) had been amended to read: "(b) charges for Hospital confinement and use of operating rooms; Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery from an Accidental Injury or Sickness."
  - b. The following is added: "(f) emergency dental treatment for the relief of pain."
7. 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."
8. Under **LIMITATIONS AND EXCLUSIONS:**
  - a. Point 4 shall read: "4. war or act of war (whether declared or not)."
  - b. The following is added: "21. This Policy does not insure against loss or damage (including death or Accidental Injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto."
  - c. In the "Any loss caused by or resulting from the following is excluded" section the following is added: "Radioactive contamination."

**MICHIGAN**

*Form SRTC 2700 MI*

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)*

1. The definition of Pre-existing Condition is amended so that the phrase: "or exhibited symptoms which would have caused one to seek diagnosis, care or treatment" in item (a) does not apply to the section Emergency Accident & Sickness Medical Expense provided under this Plan.

2. In the section entitled "General Exclusions"
  - a. The following exclusion: "being under the influence of drugs or intoxicants unless prescribed by a licensed Physician" is amended for the following benefits only: Emergency Accident & Sickness Medical Expense and Accidental Death & Dismemberment (24 Hour) to read as follows: "substance abuse and related illnesses and intoxication (blood alcohol level over the legal limit) while operating a motorized vehicle." The exclusion remains as stated under General Exclusions for all other benefits.
  - b. 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."
3. 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.
4. 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.
5. 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

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 lid 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 ring 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

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 definition of Pre-existing Condition is amended to read: **Pre-Existing Condition** means any Accidental Injury, Sickness or condition of You, or Your Traveling Companion for which within the sixty (60) day period prior to the effective date of Trip Cancellation coverage under the Policy such person received diagnosis or treatment for such Accidental Injury, Sickness or condition. **The Pre-Existing Conditions exclusion is waived for You if You enroll in the Policy at the time You pay the deposit required for Your Covered Trip (or within 21 days of the initial deposit) and You purchased the coverage under the Policy for the full cost of their Covered Trip.**
3. The Subrogation provision and the Arbitration provision are deleted in their entirety.
4. With regard to the 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 three (3) years after the time required for giving proof of loss.  
With regard to all other 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.
5. 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.

6. With regard to Proofs of loss for the medical expense and Accidental Death and Dismemberment benefits, the provision is amended to read: **PROOF OF LOSS:** Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such 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 of the claimant, later than one year from the time proof is otherwise required. With regard to all other benefits, 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

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

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."
2. The definition of Pre-existing Condition is amended to read: **Pre-Existing Condition** means any Accidental Injury, Sickness or condition of You, Your Traveling Companion, Your Family Member booked to travel with You, for which, within the 60 day period prior to the effective date of Trip Cancellation coverage under the Policy, medical advice, diagnosis, care or treatment was recommended or received. Such an Accidental Injury or Sickness will continue to be a Pre-Existing Condition until the expiration of 12 consecutive months, beginning with the effective date of coverage. The Pre-Existing Conditions exclusion is waived for You if You enroll in the Policy at the time You pay the

deposit required for Your Covered Trip (or within 21 days of the initial deposit) and You purchase the coverage under the Plan for the full cost of Your Covered Trip.

#### NEW JERSEY

Form SRTC 2500 IL

1. This Policy is underwritten by Nationwide Life Insurance Company.

#### NEW MEXICO

Form SRTC-2200-NM

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

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.
2. In the Section entitled GENERAL PROVISIONS, the following apply to the Emergency Accident & Sickness Medical Expense Benefit, and Accidental Death & Dismemberment:
  - a. "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.
  - b. "Proof of loss" is amended to read: **PROOF OF LOSS** - The Claimant must send the Company, or its designated representative, proof of loss within 180 days after a covered loss occurs or as soon as reasonably possible.
  - c. The "Subrogation" provision does not apply to the above mentioned accident and Sickness benefits.

#### NORTH DAKOTA

Form SRTC-2200-ND

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

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 material 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 file a complaint with the Ohio Department of Insurance, Consumer Services Division, 2100 Stella Court, Columbus, Ohio 43215-1067, (614)-644-2673, toll free in Ohio 1-800-686-1526.

## OKLAHOMA

Form SRTC 2200-OK

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. In the section entitled "Limitations and Exclusions", the following changes are being made: The exclusion related to war is amended to read: war or any act of war, whether war is declared or not while serving in military service or any auxiliary thereto.
4. Under Trip Cancellation, Trip Interruption, Trip Delay, Emergency Evacuation, Repatriation of Remains, 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.

**VACATIONGUARD®**  
**Resort Protection Plan**

Description of Coverage Plan Reference Number: VGR 0909



- 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.
    - ii. **Pre-Existing Condition** means any Accidental Injury, Sickness or condition of You, an Insured’s Traveling Companion for which within the sixty (60) day period prior to the effective date under the 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. The Pre-Existing Conditions exclusion is waived for You if You enroll in the Policy at the time You pay the deposit required for Your Covered Trip (or within 21 days of the initial deposit) and You purchase the coverage under the Policy for the full cost of Your Covered Trip.
  5. Under Emergency Accident & Sickness Medical Expense:
    - a. The provision entitled Legal Actions is amended to read: **LEGAL ACTIONS** – No action at law or in equity shall be brought to recover on this Policy prior to the expiration of (60) days after written proof of loss has been furnished. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.
    - b. 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. Where the Policy and certificate differ, the certificate will govern.
    - c. The provision entitled Proof of loss is 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 given as soon as reasonably possible and in no event, except in the case of legal incapacity, later than one year from the time proof of loss is otherwise required.
  6. With regard to the medical and dental expense benefits and the accidental death and dismemberment benefits, the provision entitled “Arbitration” is deleted in its entirety.
- OREGON**  
*Form SRTC 2000 (OR) 04/05*
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: 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** 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: “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. 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** “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.”
  7. Under the **EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE** benefit:
    - a. Section (b) is amended to read as follows: “(b) charges for Hospital confinement and use of operating rooms. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery from an Accidental Injury or Sickness.”
    - b. The following is added: “(f) emergency dental treatment for the relief of pain.”
  8. Under **LIMITATIONS AND EXCLUSIONS**:
    - a. The following exclusion 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 unless results in the death of a non-traveling immediate Family Member.”

# VACATIONGUARD® Resort Protection Plan

Description of Coverage Plan Reference Number: VGR 0909



- b. After the phrase, "Any loss caused by or resulting from the following is excluded," the following is added: "radioactive contamination"

## PENNSYLVANIA

Form SRTC-2200-PA

With regard to the Accidental Death and Dismemberment Benefit, the second sentence of the first paragraph is amended to read: With the exception of loss of life, the loss must occur within 181 days after the date of the Accident causing the loss. For loss of life, the death must be directly caused by an Accident that occurs while insurance under the policy is in effect.

## RHODE ISLAND

Form SRTC-2200-RI

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

For Emergency Accident & Sickness Medical Expense and Accidental Death & Dismemberment:

1. The Legal Action 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 six (6) years after the time required for giving proof of loss.
2. The Physical Examinations and Autopsy provision is amended to read: **Physical Examinations and Autopsy**: The Company, or its designated representative, at its own expense, has the right to have You examined as often as reasonably necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made at its own expense unless prohibited by law. The autopsy will be performed in South Carolina.
3. The provision entitled Arbitration is deleted in its entirety.
4. 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 Accidental Injury, You have the right to petition the administrative Law Judge Division and it applies to liable third parties only.

5. The Definition of Pre-existing conditions is amended to read: **Pre-Existing Condition** means any Accidental Injury, Sickness or condition of You, or Your Traveling Companion, for which within the sixty (60) day period prior to the effective date under the Policy such person received medical advice or treatment or medical advice or treatment was recommended.

## SOUTH DAKOTA

Form SRTC 2200 SD

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.
4. Under the EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE provision, the first paragraph as it relates to Sickness is amended to read: 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 manifests itself during the Covered Trip.

5. The paragraph under the EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE provision that begins with "If You are hospitalized due to an Accidental Injury or Sickness" is amended to read: "If You are hospitalized due to an Accidental Injury or Sickness (which occurred During the course of the scheduled Covered 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 this Policy have been paid."
6. Under the section entitled LIMITATIONS AND EXCLUSIONS: The following exclusion is amended to read: "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 non-traveling immediate Family Member."

### TENNESSEE

Form SRTC 2200-TN

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.  
**Pre-Existing Condition** means, regardless of the cause of the condition, any Accidental Injury, Sickness or condition of Yours, Your Traveling Companion for which, within the sixty (60) day period prior to the effective date of Trip Cancellation coverage under the Policy, such person: (a) received or had recommended medical advice, diagnosis, care, or treatment for such condition, Accidental Injury or Sickness; or (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. The Pre-Existing Conditions exclusion is waived for You if You enroll in the Policy at the time You pay the deposit required for Your Covered Trip (or within 21 days of the initial deposit) and You purchase the coverage under the Plan for the full cost of Your Covered Trip.  
**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; and (b) is not a Pre-existing Condition.
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 Insured's 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 Insured's 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

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.

**VACATIONGUARD®**  
**Resort Protection Plan**

Description of Coverage Plan Reference Number: VGR 0909



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.

**UTAH**

*Form SRTC-2200 (UT)*

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*

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 memberand 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 Insured's 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 Insured's to assert several, rather than joint, claims or defenses.

5. The following items apply to the Accidental Death & Dismemberment benefits and Emergency Medical Expense benefits ONLY:
  - a. 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.
  - b. The section entitled exclusions is amended to read: With regard to the Accidental Death & Dismemberment benefits and Accident and Sickness Medical Expense benefits, if provided, no benefits are payable due to loss caused by or resulting from: Pre-Existing Conditions, as defined in the Definitions section unless the insurance is purchased within 21 days of the initial Covered Trip deposit; Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane unless results in the death of a non-traveling immediate Family Member; War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; Participation in any military maneuver or training exercise; Piloting or learning to pilot or acting as a member of the crew of any aircraft; Participation as a professional in athletics; 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; Commission or the attempt to commit a criminal act; Dental treatment except as a result of an Accidental Injury to sound natural teeth limited to \$750; Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses; Pregnancy and childbirth (except for complications of pregnancy) except if hospitalized; Curtailment or delayed return for other than covered reasons; Traveling for the purpose of securing medical treatment; Services not shown as covered; Care or treatment that is not medically necessary; Injury or Sickness when traveling against the advice of a Physician; or 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.

**VIRGINIA**

*Form SRTC-2200 VA*

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

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**Resort Protection Plan**

Description of Coverage Plan Reference Number: VGR 0909



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. (This provision does not apply to the Emergency Accident & Sickness Medical Expense Benefit.)

**WISCONSIN**

*Form SRTC-2200-WI*

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.

**For Customer Service Inquiries:**

VacationGuard Plan Administrator

1-866-314-9480

[service@vacationguard.com](mailto:service@vacationguard.com)

Monday – Friday, 8:00 a.m. – 5:00 p.m. CST

**For Emergency 24 Hour Medical & Travel Assistance:**

On Call International

1-866-690-5113 (toll-free)

1-603-328-1943 (collect)

[tripassistance@vacationguard.com](mailto:tripassistance@vacationguard.com)

7 days a week / 24 hours a day

**For Claim Inquiries:**

Nationwide Claims Administration

1-866-314-9481

[claims@vacationguard.com](mailto:claims@vacationguard.com)

Monday – Friday, 7:00 a.m. – 5:00 p.m. CST

**For Claim Initiation:**

<https://www.vacationguard.com/claims>