# Certificate of Insurance for participants of

## **DISNEY VACATION CLUB®**



Annual Timeshare Travel Protection Plan for New York Residents

## program designed by:



#### SCHEDULE OF COVERAGE

Plan Benefits	Max	imum Coverage*
Trip Cancellation	Up to \$1	0,000 per plan term
Trip Interruption	Up to \$1	0,000 per plan term
Trip Delay		\$1,000
Missed Cruise Connection		\$1,000
Baggage / Personal Effects		\$2,000
Baggage Delay		\$500
Emergency Medical Expenses		\$25,000
Emergency Medical Evacuatio	n	\$250,000
Accidental Death & Dismembe	rment	\$25,000
Emergency Assistance Service	es	Included
Debix Identity Theft Prevention	Services	s Included
Roadside Assistance		\$100 (per occurrence)

\*All coverage is per reservation unless otherwise noted. Coverage amounts shown are shared between all persons occupying the unit. 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 Travelex Insurance Services or Disney Vacation Club. Please take Your Confirmation of Coverage and this Description of Coverage with You on Your Timeshare Trip. Should You have customer service questions about the coverage, please call Travelex Insurance Services at 1-877-886-4664.

Provided You have not incurred any claims or traveled on a Timeshare Trip, we allow a 100% refund within the first 21 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 Travelex Insurance Services at 1-877-886-4664 within 21 days of the date You purchased this Protection Plan. NOTE: The Insurer is under no obligation to reinstate or re-offer coverage once cancelled.

This plan affords coverage for the Timeshare Trips You own which annual or semi-annual Maintenance Charges are paid to Disney Vacation Club by You. Benefits are subject to the limits provided under the Schedule of Coverages, subject to a maximum of 90 days of accommodations pursuant of the timeshare.

#### CERTIFICATE OF INSURANCE

## **Annual Timeshare Protection Plan**

## for Disney Vacation Club Members

Travel Protection Plan for New York Residents

#### Underwritten by:

One Nationwide Plaza MR-05-10 Columbus, Ohio 43215

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

Please contact Travelex Insurance Services immediately if You believe that the Confirmation of Coverage is incorrect.

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

NO DIVIDENDS WILL BE PAYABLE UNDER THE GROUP POLICY.

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

Secretary

Relt w. Harman

President

#### TRAVEL PROTECTION CERTIFICATE

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#### **GENERAL DEFINITIONS**

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

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

Actual Cash Value means purchase price less depreciation.

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

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

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

Company means Nationwide Mutual Insurance Company.

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

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

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

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

Family Member means the Insured's or Traveling Companion's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

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

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

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

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

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

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

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

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

**Physician** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

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

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

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

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

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

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

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

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

**Trip** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within two days of the Land/Sea Arrangements.

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

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

When Your Coverage Begins: All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at the location of the Insured, on the Scheduled Departure Date provided: (a) coverage has been elected; and (b) the required premium has been paid.

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

When Your Coverage Ends: Your coverage will end at 11:59 local time on the date that is the earliest of the following: (a) the date the Group Policy is terminated or the date the Participating Organization no longer participates in the program, unless the Insured purchased insurance prior to the date of termination. If insurance was purchased prior to the date of termination, insurance will continue to the end of the Covered Trip; (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return

Date; (c) the Scheduled Return Date as stated on the travel tickets; (d) the date the Insured cancels the Covered Trip.

Extended Coverage: Coverage will be extended under the following conditions: (a) When the Insured commences air travel from his/her origination point: within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel; (b) If the Insured returns to his/her origination point: within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during his/her air travel; (c) If the Insured is a passenger on a scheduled common carrier that is unavoidably delayed in reaching the final destination coverage will be extended for the period of time needed to arrive at the final destination.

In no event will coverage be extended for unscheduled extensions to Your Covered Trip for which premium has not been paid in advance.

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

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

Legal Actions: No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be

brought against the Company more than three (3) years after the time required for giving proof of loss.

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

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

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

Payment of Claims: The Company, or its designated representative, will pay a claim after receipt of acceptable proof of loss. Benefits for loss of life are payable to Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries: (a) the Insured's spouse; (b) the Insured's child or children jointly; (c) an Insured's parents jointly if both are living or the surviving parent if only one survives; (d) an Insured's brothers and sisters jointly; or (e) the Insured's estate.

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

All or a portion of all other benefits provided by the Group Policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured. Any payment made in good faith will discharge the Company's liability to the extent of the claim.

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

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

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

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

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

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

**Notice of Loss:** If Your property covered under the Group Policy is lost, stolen or damaged, You must: (a) notify the Company, or its authorized representative as soon as possible; (b) take immediate steps to protect, save and/or recover the covered property; (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage; (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**Proof of Loss:** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under the Group Policy.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or

destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to the Company.

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

Disagreement Over Size of Loss: If there is a disagreement about the amount of the loss either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

#### TRIP CANCELLATION

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

- Sickness, Accidental Injury or death of You, Traveling Companion, or Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing your continued participation in the Trip;
- A transfer of You by the employer with whom You are employed on the Effective Date that requires Your principal residence to be relocated;
- An Insured is terminated, or laid off from employment subject to one year of continuous employment at the place of employment where terminated;
- 4. The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;
- You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within 10 days of

- departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within 10 days of departure;
- 6. Natural disaster at the site of Your destination that renders their destination accommodations uninhabitable limited to the cost of the airfare of the Insured's Covered Trip;
- 7. Weather that causes complete cessation of services of the Common Carrier for at least 24 consecutive hours and prevents You from reaching Your destination;
- 8. You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- Strike that causes complete cessation of services for at least 48 consecutive hours;
- 10. 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.

The Company will reimburse the Insured for the following:

- (a) non-refundable cancellation charges imposed by the Participating Organization;
- (b) airfare cancellation charges for flights commencing within two days of the Land/Sea Arrangements;
- (c) If the Travel Supplier cancels the Your Covered Trip, the You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. The Insured must have covered the entire cost of the Covered Trip including the airfare.

In no event shall the amount reimbursed exceed the amount the Insured prepaid for the Covered Trip.

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

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

#### TRIP INTERRUPTION

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

- 1. Sickness, Accidental Injury or death of You, Traveling Companion, or Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip.
- 2. A transfer of the Insured by the employer with whom the Insured is employed on their Effective Date which requires his/her principal residence to be relocated;
- An Insured is terminated, or laid off from employment subject to one year of continuous employment at the place of employment where terminated;
- 4. The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;
- 5. You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within 10 days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within 10 days of departure;
- Natural disaster at the site of Your destination that renders the destination accommodations uninhabitable limited to the cost of the airfare of Your Covered Trip;
- 7. You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- 8. 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.

The Company will pay for the following:

- (a) unused, non-refundable land or sea expenses prepaid to the Participating Organization;
- (b) the airfare paid less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea Arrangements (limited to the cost of one-way economy airfare by scheduled carrier, from

the point of destination to the point of origin shown on the original travel tickets.

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

In no event shall the amount reimbursed exceed the amount the Insured prepaid for the Covered Trip.

#### TRIP DELAY

The Company will reimburse You for Covered Expenses on a one-time basis, up to the maximum shown in the Confirmation of Coverage, if You are delayed en route to or from the Covered Trip for five (5) or more hours due to a defined Hazard.

#### Hazard means:

- 1. any delay of a Common Carrier (including Inclement Weather);
- any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved:
- any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, natural disaster, civil commotion or riot;
- 4. a closed roadway causing cessation of travel to the Participating Organization or destination of the Covered Trip (substantiated by the department of transportation, state police, etc.).

Covered Expenses include:

- (a) any prepaid, unused, non-refundable land and water accommodations:
- (b) any reasonable additional expenses incurred.

## MISSED CONNECTION (For Disney Cruises only)

This benefit covers missed Cruise departures that result from cancellation or delay (for three or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Confirmation of Coverage are provided to cover additional transportation expenses needed

for You to join the departed Cruise, reasonable accommodation and meal expenses (up to the per day amount shown in the Confirmation of Coverage) and nonrefundable trip payments for the unused portion of Your Cruise. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Cruise due to Inclement Weather.

#### **BAGGAGE/PERSONAL EFFECTS**

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

This coverage is secondary to any coverage provided by a Common Carrier.

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

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

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of loss, theft or damage to baggage and personal effects, less depreciation as determined by the Company; or
- (b) the cost of repair or replacement.

EXTENSION OF COVERAGE: If You checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

#### **BAGGAGE DELAY**

The Company will reimburse You for the expense of necessary personal effects, up to the maximum shown on the Confirmation of Coverage, if Your Checked Baggage is

delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Covered Trip.

You must be a ticketed passenger on a Common Carrier.

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

#### **EMERGENCY SICKNESS MEDICAL EXPENSES**

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

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

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

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

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

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

#### **EMERGENCY ACCIDENT MEDICAL EXPENSES**

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

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

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

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

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

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

#### **EMERGENCY MEDICAL EVACUATION**

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

**Emergency Evacuation means:** 

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

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

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

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

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

The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

#### REPATRIATION OF REMAINS

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

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

#### ACCIDENTAL DEATH & DISMEMBERMENT (24 Hour)

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table below. The loss must occur within 180 days after the date of the Accident causing the loss. The Principal Sum is shown on the Confirmation of Coverage. If more than one loss is sustained, as the result of an Accident, the amount payable shall be the largest amount of a sustained loss shown in the Table of Losses.

#### TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of	one eye 100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ea	rs 100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of sam	ne hand 25%

## "Loss" with regard to:

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

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

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

#### **LIMITATIONS & EXCLUSIONS**

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Emergency Evacuation, and Repatriation of Remains:

Loss caused by or resulting from: Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains) unless coverage was purchased at time of guaranteed payment; suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only); intentionally self-inflicted injuries; war, invasion, 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; mental or emotional disorders, unless hospitalized; participation as a professional in athletics; being under the influence of drugs or intoxicants, unless prescribed by a Physician; commission or the attempt to commit a felony; participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest, speed contest shall not include any of the regatta races, scuba diving, spelunking or caving, heliskiing, extreme skiing; dental treatment except as a result of an injury to sound natural teeth; any nonemergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses; pregnancy and childbirth (except for complications of pregnancy); curtailment or delayed return for other than covered reasons; traveling for the purpose of securing medical treatment.

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

The Company 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,

telephones, computer hardware or software; 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.

# The following exclusions apply to Accidental Death & Dismemberment, Emergency Sickness Medical Expense and Emergency Accident Medical Expense:

Loss caused by or resulting from: Pre-Existing Conditions, as defined in the Definitions section, unless coverage was purchased at time of guaranteed payment; suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane; intentionally self-inflicted injuries; war or act of war (whether declared or undeclared), riot or insurrection; participation in any military maneuver or training exercise; piloting or learning to pilot or acting as a member of the crew of any aircraft; mental or emotional disorders, unless hospitalized and except to the extent coverage is mandated under New York law; participation as a professional in athletics; being under the influence of drugs or intoxicants, unless prescribed by a Physician; commission or the attempt to commit a felony or involvement with an illegal occupation; dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury 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); traveling for the purpose of securing medical treatment; services not shown as covered.

#### **CLAIMS ADMINISTRATION**

To facilitate prompt claims settlement, please initiate your claim online at <a href="www.travelexinsurance.com">www.travelexinsurance.com</a> or call Nationwide Claims Administration immediately at 1-800-581-7677 to notify them of Your loss 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.

#### TRAVEL ASSISTANCE SERVICES

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.

#### Traveler's Assistance

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

#### 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.

#### **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.

## Debix® Identity Prevention Services

(registration by You is required)

As part of Your Annual Timeshare Protection Plan, up to two (2) family member adults, who are living in the same household full-time, are provided free registration to the Debix® Identity Protection Network during Your plan term, stopping ID theft before it happens, and giving you Fraud Resolution Services to remedy any incident. Simply register to have a Debix® consumer alert placed on Your credit card files(s), which prevents any issuance of new credit without Your direct permission. In addition, Your children may be added for a 20% discount off the retail price to protect their identity as well. Learn more and enroll here:

http://www.Debix.com/Travelex/index.php.

#### Roadside Assistance

Roadside Assistance Services are provided under this Plan 24 hours a day, 365 days a year while You are on a scheduled 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 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:

- 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.

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#### CONTACTS

### **Emergency Travel Assistance:**

On Call International 1-866-635-2179 1-603-328-1915 mail@oncallinternational.com

7 days a week / 24 hours a day

### **Customer Service Inquiries:**

Travelex Insurance Services 1-877-886-4664 disney@travelexinsurance.com

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

#### Claim Inquiries:

Nationwide Claims Administration 1-800-581-7677 customerservice@travelclaimsonline.com

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

#### Claim Initiation:

https://www.travelexinsurance.com and choose the File a Claim option

Brochure/Plan Number: DVCT-NY 1009