# **Description of Coverage** for participants of

# DISNEY VACATION CLUB®



**Annual Timeshare Travel Protection Plan** 

# program designed by:



#### SCHEDULE OF COVERAGE

Plan Benefits	Maximum Coverage*
	Up to \$10,000 per plan term
· ·	Up to \$10,000 per plan term
Trip Delay	\$1,000
Missed Cruise Connection	\$1,000
Baggage / Personal Effects	\$2,000
Baggage Delay	\$500
Recreation Equipment Delay	\$1,000
Emergency Medical Expenses	\$25,000
Emergency Medical Evacuation	\$250,000
Property Damage	\$2,000
Accidental Death & Dismember	ment \$25,000
Emergency Assistance Service	s Included
Debix Identity Theft Prevention	Services 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.

#### DESCRIPTION OF COVERAGE

# Annual Timeshare Protection Plan for Disney Vacation Club Members

# Underwritten by:

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

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

This Description 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

Kelt w. Hermin

President

NOTICE: Residents of Washington or New York State, this is not your policy language. Please visit the Disney Member Site at www.dvcmember.com to review your policy wording. Additional state-specific language exceptions for residents of all other states are also listed on the Disney Member Site.

#### **GENERAL DEFINITIONS**

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

Accidental Injury means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the loss.

Actual Cash Value means the purchase price less depreciation.

**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 Timeshare Trip.

**Cruise** means any prepaid sea arrangements made by the Property Management Company.

Domestic Partner: means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if recognized by the jurisdiction within which You reside.

**Economy Airfare** 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 Plan Cost and Term of Coverage section of this Certificate.

**Exchange** Fee means the pre-trip assessment paid to the Property Management Company to transfer Your Timeshare Trip to another time or vacation property as a result of a covered loss, including charges to exchange to a Disney Cruise for Disney Vacation Club members.

Family Member means Your or Your Traveling Companion's legal or common law spouse, ex-spouse, Domestic Partner, 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, or Business Partner.

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

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

**Insurer** means the Nationwide Company noted below.

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

Maintenance Charges means only the normal annual assessment or fees billed to You and to be paid for maintenance fees, property taxes, dues, and/or management fees for the Timeshare property You owe to the Property Management Company, but specifically excludes special assessments by Your Property Management Company as well as any non-ordinary late fees, federal or state income or governmental taxes by any authority, regardless if billed, filed, and reconciled on Your behalf via Your Property Management 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 Family Member or Traveling Companion.

**Points** means the currency or value used in valuation, use or reservation rights of Your Timeshare utilization and vacation-oriented benefits with the Property Management Company, in accordance with the club or owner rules filed with the regulatory authorities.

Property Management Company means the "Property Management Company", 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 Timeshare 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 and loss of life.

**Timeshare** means an agreement between an owner of a timeshare vacation property and Property Management Company whereby a confirmed scheduled use of their owner occupied timeshare or transfer of a timeshare takes place.

**Timeshare Trip** means Your pre-arranged trip for Timeshare based on Your scheduled arrival and departure dates, including two (2) days before Your arrival date and two (2) days after Your departure date.

**Traveling Companion** means up to the lesser of the maximum occupancy of the Timeshare unit confirmation, less one (1) or fifteen (15) people booked to accompany You on the scheduled Timeshare Trip.

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

You or Your means a person and/or their Traveling Companion who has purchased the Annual Timeshare Protection Plan for Disney Vacation Club Members or Your Family Member when a formal transfer of use of Your Timeshare has been completed and the Property Management Company and/or visiting resort has been notified.

# PLAN COST AND TERM OF COVERAGE

- The Annual Timeshare Protection Plan for Disney Vacation Club members must be paid for no later than 30 days before Your Timeshare Trip, or the booking date confirmation of Your first Timeshare Trip, whichever is later. The Protection Plan ends 365 days after the inception of Your Plan, but will only apply to Maintenance Charges You may incur.
- 2. Timeshare Cancellation/Interruption benefit is only afforded for Timeshare Trips that occur in the calendar year to which Your Maintenance Charges or dues value of Points are applied, once payment is received by the Plan Administrator, and subject to the terms and conditions outlined in this Description of Coverage. During the first policy year, any Maintenance Charges or dues value of Points accumulated or deposited from previous years prior to purchase of the Plan are not covered.
- Timeshare Cancellation/Interruption coverage is afforded for Timeshare Trips taken within 24 months from the date premium was paid for the plan. The Timeshare Cancellation benefit expires the earlier of:

   (a) Your cancellation of the Timeshare Trip;
   (b) upon departure for Your Scheduled Timeshare Trip or
   (c) 24 months from the date payment is received by the Plan Administrator.
- 4. All other coverages and services for Timeshare Trips taken during the calendar year for which Maintenance Charges and Protection Plan Fees have been paid take effect at 12:01a.m. local time on the day of each separate scheduled Timeshare Trip. Coverage will commence and terminate on the earlier of the following for each Timeshare Trip: (a) Your return to Your origination point; (b) 11:59 p.m. local time at Your location on the day the Timeshare Trip is scheduled to be completed; (c) the date You cancel Your Timeshare Trip.
- 5. 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.

# TRIP CANCELLATION / INTERRUPTION

In the event You are prevented from using Your scheduled Timeshare property due to one of the following reasons which occurs after Your Effective Date:

- Sickness, Accidental Injury or death of You, a Family Member, Traveling Companion, or Business Partner occurring within 30 days of the date of Your Timeshare Trip which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Timeshare Trip;
- 2. You or Your Traveling Companion are the victim of a felonious assault within 10 days of departure;
- You and/or Your Traveling Companion are transferred within 30 days of the date of Your Timeshare Trip 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;
- 4. You and/or Your Traveling Companion are terminated or laid off within 30 days of the date of Your Timeshare Trip from full time employment subject to one year of continuous employment at the place where employment was terminated;
- 5. 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;
- You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury, or subpoenaed;
- 7. Your or Your Traveling Companion's principal place of residence is made uninhabitable by fire, flood, volcano, earthquake, hurricane, or other natural disaster;
- 8. Burglary of Your or Your Traveling Companion's principal place of residence within 10 days of departure;
- The Timeshare unit remains uninhabitable within 14 days immediately prior to and including Your scheduled arrival date or becomes uninhabitable while You are on Your scheduled Timeshare Trip due to a documented fire, flood, volcano, earthquake, hurricane, or other natural disaster;
- Weather that causes complete cessation of services of the Common Carrier for at least 24 consecutive hours and prevents You or Your Traveling Companion from reaching Your destination;
- Mandatory evacuation is ordered by local authorities at Your scheduled Timeshare destination due to hurricane or other natural disaster. You must have less than 50% and no more than four (4) days of Your Timeshare Trip

- remaining at the time the mandatory evacuation ends in order to interrupt Your Timeshare Trip;
- 12. Closed roadway causing cessation of travel for You and/or Your Traveling Companions for at least 48 consecutive hours to or from Your Timeshare Trip destination (substantiated by the department of transportation, state police, etc);
- 13. You and/or Your Traveling Companion being directly involved in a documented traffic accident while en-route to departure;
- 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 Timeshare 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 Timeshare Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- 16. You or Your Traveling Companion have a previously approved military leave revoked or experience a military re-assignment.

# **Trip Cancellation**

The Insurer will pay the following up to the maximum benefit shown in the Schedule of Coverage:

- (a) non-refundable Maintenance Charges\* or dues value of Points and/or applicable Exchange Fees. Maintenance Charges or dues value of Points will only be reimbursed if the Timeshare Trip can not be rescheduled;
- (b) cancellation or change fees imposed by Disney Vacation Club;
- (c) out of pocket costs for upgrades associated with Your Timeshare Trip;
- (d) up to \$750 for reimbursement of non-refundable cancellation charges for Your out of pocket costs for prepaid Land/Sea Arrangements;
- (e) airfare cancellation fees and/or change fees up \$1,000 per reservation for flights in connection with the Timeshare Trip commencing within two days of the Timeshare Trip;
- (f) the 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 Timeshare Trip which is canceled for a covered reason (the Insurer will not pay more than an aggregate amount of \$500 for all Timeshare Trips and for fees paid for re-depositing frequent traveler awards).

# **Trip Interruption**

- (a) unused, non-refundable Maintenance Charges\* or dues value of Points and/or applicable Exchange Fees for the unused portion of the confirmed Timeshare Trip;
- (b) cancellation or change fees imposed by Disney Vacation Club:
- (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 Timeshare 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;
- (d) out of pocket costs for upgrades associated with Your Timeshare Trip;
- (e) up to \$750 for reimbursement of non-refundable cancellation charges for Your out of pocket costs for prepaid Land/Sea Arrangements;
- (f) airfare cancellation fees and/or change fees up to \$1,000 per reservation for flights in connection with the Timeshare Trip commencing within two days of the Timeshare Trip (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) less the value of applied credit from an unused return travel ticket.

\*The Insurer reserves the right to pursue reimbursement for Maintenance Charges in the event a claim has been paid and the Timeshare owner subsequently reschedules and uses the Timeshare within the same Plan term.

### TRIP DELAY

The Insurer will reimburse You, on a per Timeshare Trip basis, for Covered Expenses incurred by You and/or Your Traveling Companions, during Your scheduled Timeshare Trip due to a 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 Timeshare 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;

- quarantine; hijacking, unannounced strike, natural disaster, civil commotion or riot;
- 5. closed roadway causing cessation of travel to or from the destination of the Timeshare Trip (substantiated by the department of transportation, state police, etc);
- mechanical breakdown of Your Covered Vehicle while en-route to or from Your scheduled Timeshare destination:
- mandatory evacuation 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 Timeshare Trip.

Covered Expenses include:

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

# MISSED CONNECTION (For Disney Cruises only)

If You and/or Traveling Companions miss Your Cruise departure due to cancellation or delay (for three (3) or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay, the Insurer will pay up to the maximum benefit shown on the Schedule of Coverage for additional transportation expenses needed for You to join the departed Cruise, reasonable accommodation and meal expenses and nonrefundable Timeshare 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 Cruise departure but cancel their Cruise due to Inclement Weather.

Special Conditions: You must endeavor to advise Disney Vacation Club Company and the Plan Administrator of a claim no later than 7 days after the loss has occurred. The Insurer will not pay benefits for any additional charges incurred that would have not been charged had You not endeavored to notify these parties within 7 days of the date of loss.

#### 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 Timeshare Trip, for loss, theft, or damage to baggage and personal effects. The Insurer will pay the lesser of the following:

- 1. Actual Cash Value of the items less depreciation as determined by the Insurer; or
- 2. 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 of silver, gold or platinum; furs, articles trimmed with or made mostly of fur; personal computers and cameras and their accessories, 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 Timeshare 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 quest on a Common Carrier.

# **Recreational Equipment Delay**

If the sporting equipment You planned to use on the Timeshare 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 Family Members or Your Traveling Companions traveling during the Timeshare Trip. You must be a ticketed passenger on the Common Carrier.

#### **EMERGENCY MEDICAL EXPENSES**

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

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the covered Timeshare 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.

#### **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 Timeshare 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 Timeshare Trip that results in hospitalization and the attending Physician advises You against driving Your Covered Vehicle home, the 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.

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 Timeshare 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 Timeshare Trip.

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

7 days a week / 24 hours a day

#### PROPERTY DAMAGE PROTECTION

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 Timeshare unit You and/or Your Traveling Companion(s) occupy while on Your Timeshare 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 Timeshare unit You are registered in; and (b) items of real property which pertain exclusively to the Timeshare unit You are registered in.

# ACCIDENTAL DEATH & DISMEMBERMENT (24 Hour)

If Accidental Injury to You and/or Traveling Companions traveling during Your scheduled Timeshare 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.

# Pre-Existing Conditions Exclusions

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 for You if You enroll in this Protection Plan at the same time You submit Your annual Maintenance Charges.

If You enroll in this Protection Plan after the time You pay Your annual Maintenance Charges, once Your initial twelve month Plan term is completed and Your Plan is renewed without lapse, the Pre-Existing Conditions Exclusion is waived for the remainder of Your coverage under this annual protection plan. If there is any lapse in coverage at any time in Your Plan term, the Pre-Existing Exclusion is reactivated and applies once again for a new 60 day period prior to the new effective date of coverage under this Plan.

**Please Note:** If the Pre-Existing Condition Waiver is not applicable, the event for Cancellation or Interruption of Your scheduled Timeshare 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 and/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 Timeshare unit; damage to any property owned by or brought onto the premises by You and/or Your Traveling Companion; property damage resulting from any motorized conveyance, vehicle, aircraft, or watercraft operated by You and/or Your Family Member or Your Traveling Companion.

### **GENERAL PROVISIONS**

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.

**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, Missed Connection, Emergency 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.

### **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.

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).

#### 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 Timeshare 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 Timeshare 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 Timeshare 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 Timeshare 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 Timeshare 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 Timeshare Trip and is available only for the specific Covered Vehicle.

Covered Vehicle means any vehicle registered to You and used while on Your covered Timeshare 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.

#### 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 1009

**NOTICE:** Residents of Washington or New York State, this is not your policy language. Please visit the Disney Member Site at <a href="https://www.dvcmember.com">www.dvcmember.com</a> to review your policy wording. Additional state-specific language exceptions for residents of all other states are also listed on the Disney Member Site.