

**Resort Club Annual Travel Protection Plan  
Description of Coverage  
Underwritten by United States Fire Insurance Company**

**Available to All Resort Club Members enrolled into the Annual Travel Protection Plan**

**Schedule of Coverage – Maximum Benefits**

**Section I: (Applies only when You are on a Trip to Your Resort Club Timeshare)**

**Part A – Travel Arrangement Protection**

- Trip Delay Up to \$200/day;\$600 on a one-time basis

**Part B – Medical Protection**

- Emergency Accident/Sickness Medical Expense
- \$250 deductible applies Up to \$5,000 per plan

**Part C – Baggage Protection**

- Baggage/Personal Effects Up to \$1,000 per plan
- Baggage Delay Up to \$100 per plan

**Part D – Travel Accident Protection**

- Accidental Death & Dismemberment Common Carrier (Air Only) Up to \$10,000 per plan

**Part E – Emergency Roadside Assistance**

Up to \$100 per occurrence

**Section II: (Applies any time You are more than 100 miles from Your Permanent Primary Residence)**

**Part A = Evacuation Medical Protection**

**All benefits below are included** up to \$500,000 Combined Single Limit (CSL) per Member, per Event

- Emergency Medical Transportation (Evacuation/Repatriation) Included under the CSL
- Medical Repatriation
  - Supervised Repatriation: Included under the CSL
  - Unsupervised Repatriation: Included under the CSL
- Visit By Family Member or Friend: Up to \$2,500 Included under the CSL
- Repatriation of Deceased Remains: Up to \$10,000 Included under the CSL
- Return of Minor Child(ren): Up to \$2,500 Included under the CSL

**Part B – Worldwide Emergency Assistance (On Call International) 24 Hour Assistance**

**Important:** This plan is effective when the plan cost has been received by the sponsoring Resort Club. Please keep this document as Your record of policy coverage. Please note, this Plan must be purchased and payment received by the sponsoring Resort Club at least 15 days prior to Your scheduled departure date for Your Trip or Timeshare Trip in order for benefits to apply during Your Trip or Timeshare Trip. Should You have customer service questions about the coverage, please call On Call International at (866) 816 - 2087.

**Plan Cost and Term of Coverage**

Coverages and services provided take effect a 12:01a.m. local time on the day each of Your Trips or Timeshare Trips commences, as long as You are 100 or more miles from Your Permanent Primary Residence. Coverages and services provided terminates on the earlier of the following: (a) Your return to Your origination point; (b) 11:59 p.m. local time at Your location on the day the Trip or Timeshare Trip is scheduled to be completed; (c) The date You cancel Your Trip or Timeshare Trip.

## **SECTION I: (Applies only when You are on a Trip to Your Resort Club Timeshare)**

### **Part A – Travel Arrangement Protection**

**Trip Delay** - Reimbursement will be provided to You and Your Traveling Companions for Covered Expenses on a one-time basis, up to the maximum shown in the Schedule of Coverages, if You are delayed en route to or from the covered Timeshare Trip for twelve (12) or more hours due to a defined Hazard.

Covered Expenses Include:

- a) Any prepaid, unused, non-refundable land and water accommodations;
- b) Any reasonable additional expenses incurred;
- c) An Economy Fare from the point where You ended Your covered Timeshare Trip to a destination where You can catch up to the covered Timeshare Trip; or
- d) A one-way Economy Fare to return You to Your originally scheduled return destination.

### **Part B– Medical Protection**

**Emergency Accident and Sickness Medical Expense** - Benefits will be paid up to the maximum shown on the Schedule (subject to a \$250 deductible per person, per occurrence), if You and Your Traveling Companions or Your Family Members traveling with You during Your scheduled Timeshare Trip incur Covered Medical Expenses as a result of Emergency Treatment of an Accidental Injury or Sickness that first manifests itself during the Timeshare Trip. Coverage is available per covered Trip up to a maximum of 90 travel days.

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 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) surgery
- e) ambulance service; and
- f) drugs, medicines, prosthetics and therapeutic services and supplies.

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

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

### **Excess Insurance Limitation**

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

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

### **Part C – Baggage Protection**

**Baggage/Personal Effects** – You will be reimbursed, up to \$1,000 per plan for You and Your Traveling Companions during Your scheduled Timeshare Trip, for loss, theft, or damage to baggage and personal effects. We will pay the lesser of the following: original cash value of the items less depreciation as determined by Us; or cost of repair or replacement. The maximum benefit per article is \$200. There will be a combined maximum of \$400 for the following:

jewelry; watches; articles consisting in whole or in part silver, gold or platinum; furs, articles trimmed with or made mostly of fur; and cameras and their related equipment.

**Baggage Delay** – You will be reimbursed for expenses of necessary personal effects, up to \$100 per plan for You and Your Traveling Companions during Your scheduled Timeshare Trip if checked baggage is delayed or misdirected by an airline for more than 24 hours from the time You were scheduled to arrive at the destination stated on Your ticket. You must be a ticketed guest on an airline.

The coverage provided in Section I - Parts A, B and C shall be in excess of all other valid and collectible indemnity and shall apply only when such other benefits are exhausted.

#### **Part D – Travel Accident Protection**

**Accidental Death & Dismemberment Common Carrier (Air Only)** - If You and Your Traveling Companions during Your scheduled Timeshare Trip sustain an Injury while riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Timeshare Trip, which results in loss of life; actual severance of limb; or entire and irrecoverable loss of: eyesight, speech, or hearing; within 180 days of the date of the Accident, We will pay the largest applicable amount as follows: the full benefit amount is paid for loss of life, two hands or two feet, speech and hearing in both ears, one hand and one foot, sight in both eyes, one hand or one foot and sight in one eye. One half of the benefit amount is paid for loss of one hand or one foot, speech or hearing in both ears, sight of one eye. One fourth of the benefit is paid for loss of the thumb and index finger of the same hand. In no event will We pay more than the maximum amount shown on the Schedule of Coverage for all losses due to the same Accident.

**EXPOSURE:** We will pay benefits for covered losses, which result from You being unavoidably exposed to the elements due to an Accident.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the covered Timeshare Trip in which You were a passenger.

#### **Part E – Emergency Roadside Assistance**

Emergency Roadside Assistance Services are provided by Brickell Financial Services dba Road America Motor Club and are not related to insurance benefits underwritten by United States Fire Insurance Company.

Please note services are only available when en route to or from the covered Timeshare Trip or while at Your Resort Club Timeshare.

##### **EXPLANATION OF ROADSIDE ASSISTANCE SERVICES-**

**Emergency Roadside Assistance** agents are 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 (means only that vehicle which is registered or rented to You or Your Traveling Companion during the effective travel policy term, which is rated  $\frac{3}{4}$  ton in weight or less, 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, 1-866-518-3529, 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:**

- (1.) *Towing Assistance* - When towing is necessary, Your Covered Vehicle will be towed to the nearest qualified service facility.
- (2.) *Flat Tire Assistance* – Service consists of the removal of the flat tire and its replacement with the spare tire;
- (3.) *Fuel, Oil, Fluid and Water Delivery Service* - An emergency supply of fuel, oil, fluid and water will be delivered if You are in immediate need. You must pay for the fluid when it is delivered;
- (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, 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.

**Pre-Existing Conditions (Applies to Section I – Part B Only)**

We will not pay for any claims arising from any Injury, Sickness, or other condition (including a condition from which death ensues) affecting You, a Traveling Companion, or an Family Member which, within a twelve month 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.

Once Your initial twelve month plan term is completed and the plan is renewed, the Pre-Existing 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 twelve month period prior to the new effective date of coverage under this plan.

If You have any questions concerning this exclusion, please call On Call International at (866) 816 - 2087 for further clarification.

**Exclusions (Applies to Section I Only)****The following exclusions apply to Section I - Parts A, B and D:**

This Protection Plan Does Not Cover Any Loss Caused by or Resulting From: Pre-Existing Conditions as defined above; suicide or attempted suicide while sane or insane; intentionally self-inflicted injuries; Sickness or disease except as provided for in the plan; war or any act of war whether declared or not; while serving as a member of the armed services; while or as a result of riding in any device for aerial navigation other than as provided for in the plan; participation in any professional, semi-professional, or inter-scholastic team sports; being under the influence of drugs or intoxicants unless prescribed by a duly licensed Physician; participation any felonious act or attempt thereof; scuba diving (unless accompanied by a dive master and not deeper than 30 feet); skydiving; hang gliding; parachuting; speeds of contest; Participating in bodily contact sports (Bodily contact sports includes lacrosse, soccer, football, rugby, field hockey, ice hockey, wrestling, basketball, martial arts and boxing); elective surgery; dental treatment except as a result of Injury to sound natural teeth; elective abortion; normal pregnancy; mental or nervous disorders; and curtailment or delayed return for other than covered reasons.

**The following exclusions apply to Section I – Part C:**

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; keys, money, securities and documents; tickets; credit cards; professional or occupational equipment or property; personal computers; 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; radioactive contamination; 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; and property shipped as freight or shipped prior to the Scheduled Departure Date.

**Definitions (Apply to Section I Only)**

1. **“Accident”** means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place.
2. **“Accidental Injury”** means Bodily Injury caused by an Accident (of external origin) occurring during the Timeshare Trip being the direct and independent cause in the loss.
3. **“Bodily Injury”** means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of death or dismemberment of You within twelve months from the date of the Accident.
4. **“Common Carrier”** means any air conveyance operating under a valid license for the transportation of passengers for hire.
5. **“Covered Expenses”** means expenses which are for medically necessary services, supplies, care, or treatment; due to Sickness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while covered under this plan; and which do not exceed the maximum limits shown in the schedule of benefits, under each stated benefit.
6. **“Covered Vehicle”** means any vehicle registered or rented to You and used while You are more than 100 miles from your permanent primary residence on Your scheduled Timeshare Trip.
7. **“Exchange”** means an agreement between a Resort Club owner of a timeshare vacation property and a sponsoring Resort Club whereby a confirmed scheduled transfer of a timeshare takes place.
8. **“Guest”** means a person who is scheduled to travel on a Timeshare Trip, has been provided a Guest Certificate by a Resort Club owner AND is occupying the Owner’s unit, and whose Guest Certificate has been applied to a Timeshare Trip.
9. **“Hospital”** means a facility that:
  - a) holds a valid license if it is required by the law;
  - b) operates primarily for the care and treatment of sick or injured persons as in-patients;
  - c) has a staff of one or more Physicians available at all times;
  - d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
  - e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis; and
  - f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.

10. **“Family Member”** means children, step-children, children-in-law, parents, step-parents, parents-in-law, siblings, siblings-in-law, grandparents, grandchildren, legal or common law spouse, aunts, uncles, nieces, nephews, of You or Your Traveling Companion.
11. **“Hazard”** means: a) Any delay of a Common Carrier (including Inclement Weather); b) Any delay by a traffic accident en route to a departure, in which You or Your Traveling Companion is not directly involved; c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, natural disaster, civil commotion or riot.; d) A closed roadway causing cessation of travel to Your destination (substantiated by the department of transportation, state police, etc.
12. **“We/Us/Our”** means United States Fire Insurance Company.
13. **“Land/Sea Arrangements”** means land and/or sea arrangements made by Your Resort Club.
14. **“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.
15. **“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.
16. **“Traveling Companion”** means up to the lesser of five (5) people booked to accompany You on a Timeshare Trip, or the maximum occupancy of the Timeshare Unit confirmation, less one (1).
17. **“Timeshare”** means an agreement between an owner of a timeshare vacation property and a Property Management Company whereby a confirmed scheduled use of their owner occupied timeshare or transfer of a timeshare takes place.
18. **“Timeshare Trip”** - means Your pre-arranged trip based on Your scheduled arrival and departure dates to Your owner occupied Timeshare or Exchange property, including the day before Your arrival date and day after Your departure date.
19. **“You or Your”** – means a Resort Club owner or Guest who has paid the required plan cost for the Resort Club Annual Travel Protection Plan.

**Section II: (Applies any time You are more than 100 miles from Your legal residence. Also applies to Traveling Companions but only when traveling with You more than 100 miles from Your legal residence.**

**Part A - Evacuation Medical Protection\***

***\$500,000 Combined Single Limit per Member per Event for Medical Evacuation & Repatriation Services:***

- **Emergency Medical Transportation (Included in CSL)**  
If You are away from Your Permanent Primary Residence and are hospitalized as an inpatient as a result of an Accident or suffer sudden Sickness which in the opinion of the On Call physician requires transportation for further medical treatment, On Call will make arrangements and pay for transfer to the nearest Hospital capable of providing adequate care or to the Hospital of the patient's choice.
- **Medical Repatriation (Included in CSL)**  
**Supervised Repatriation**  
If You are away from Your Permanent Primary Residence and are hospitalized as an inpatient as a result of an Accident or sudden Sickness and the remaining in-patient Hospital stay can be completed at a Hospital of Your choice near Your Permanent Primary Residence and You are unable to travel without an escort, On Call will make arrangements and pay to transfer You to the Hospital of Your choice capable of providing adequate care. On Call shall also make the determination of the type and number of escorts needed.
- **Unsupervised Repatriation**  
If You must return home for further treatment after being hospitalized as an inpatient as a result of an Accident or sudden Sickness occurring while away from Your Permanent Primary Residence and You are able to travel home without an escort, On Call will make arrangements and pay to transfer You via commercial air to the Hospital of Your choice near Your Permanent Primary Residence, or to Your Permanent Primary Residence for continuing care.

- **Visit by Family Member or Friend (Up to \$2,500)**

If You are hospitalized or expected to be hospitalized as an inpatient for more than seven (7) days and are traveling alone, On Call will arrange and pay for one (1) economy class round-trip ticket for a family member or friend of Your choice to join You. On Call will arrange suitable hotel arrangements for that individual and provide an allowance for that individual of up to \$150 per day to a maximum of five (5) days for boarding and meals.

- **Repatriation of Deceased Remains (Up to \$10,000)**

In the event of Your death away from home, On Call will render every assistance possible to obtain necessary clearances and make arrangements for the return of deceased remains and pay such reasonable expenses associated with the return.

- **Return of Minor Child(ren) (Up to \$2,500)**

If You are injured or ill and traveling with a minor child (children) and are expected to be hospitalized for more than seven (7) days, On Call shall make and pay for all travel arrangements including a non-medical escort, as needed, up to the limit of coverage.

Covered Expenses are reasonable and customary expenses for necessary transportation, related medical services and medical supplies incurred in connection with Your Emergency Medical Transportation or Medical Repatriation. All transportation arrangements made for Your transportation 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 Us or Our authorized representative, On Call International.

## **Part B – Worldwide Emergency Assistance (On Call International)**

**The following Travel Assistance Services are provided by On Call International for ResortCom International:**

- **Reservation Assistance**

Assistance will be provided to re-book airline, hotel or car rental reservations when your original travel plans are disrupted due to unforeseen circumstances.

- **Pre-Trip Information**

General information is available regarding inoculations, weather, travel, health, travel restrictions and special events in any destination worldwide.

- **Translation and Interpreters**

Foreign language assistance is provided over the phone, or up to one page submitted via fax (additional fees apply for more than one page). Additional fees may apply to translation services.

- **Emergency Cash Advance Assistance**

In the event You lose Your wallet, and need cash, On Call can arrange for money to be sent to You. The funds and the cost to conduct the transaction are billed to Your credit card.

- **Replacement of Lost Traveling Documents Assistance**

If You lose Your passport, airline tickets, credit cards, or travelers cheques, upon request On Call will help arrange for those to be replaced (additional fees apply for replacement of passports).

- **Emergency Message Forwarding Assistance**

If You are traveling and are unable to reach an employer, family member or traveling companion, On Call can forward a message via telephone to the intended party.

- **Lost Luggage Assistance**

Upon request, On Call can assist in the tracking of luggage lost in transit.

- **Legal Referral**

If You are on a Trip and You have been arrested, been in an accident, or have any other legal problems, On Call can arrange for an initial telephone consultation with an attorney, without charge to You. If needed, You will be referred to an attorney in the appropriate geographic area. Fees and costs charged by the referred attorney will be Your responsibility.

**On Call also provides comprehensive Medical Information and Assistance Services, including:**

- **24-Hour Nurse Help Line**  
Upon request On Call provides You via telephone with clinical assessment, education and general health information. This service is available 24 hours per day 7 days per week by a registered nurse to assist in identifying the appropriate level and source(s) of care based upon symptoms reported and/or health care questions asked by You or on Your behalf. Nurses shall not diagnose Your ailments.
- **Dispatch of Prescription or Eyeglasses**  
At Your request while on a Trip, On Call shall dispatch prescription medicine or eye glasses when not available locally and when legally permissible upon the written authorization of Your primary care physician. You are responsible for any expenses incurred in this regard including, but not limited to, the cost of pharmaceuticals, eyeglass frames and lenses and shipping cost.
- **Dispatch of Physician / Nurse**  
If medically necessary in the opinion of the On Call physician, On Call can dispatch to Your location a physician or other health care professional to assist in determining Your medical condition and suitability to travel.
- **Medical Monitoring**  
On Call shall, via telephone, monitor Your condition and provide ongoing updates to Your family. Depending on the medical and geographic situations, On Call may retain the services of licensed physicians or other medical professionals with relevant areas of expertise to assist in the monitoring of Your condition. The attending physician is responsible for delivering medical attention and makes all decisions for the patient.
- **Medical Referrals**  
At Your request, On Call will provide referrals to medical professionals in a given geographic area including, to the extent possible, western style medical facilities and English speaking doctors, dentists and other health care professionals.
- **Deposits, Advances and Guarantees**  
At Your request deposits, advances and guarantees will be provided for medical facilities, hotels, airlines, ambulances and other like providers in order to secure service for You. Any advances of funds on Your behalf are billed to Your credit card at the time of service.

**EXCLUSIONS (Apply to Section II Only)**

**SERVICES RENDERED WITHOUT THE AUTHORIZATION AND/OR INTERVENTION OF ON CALL**, intentionally self-inflicted injuries, suicide, or any attempted threat (in Missouri, suicide or any attempted threat, while sane) except when hospitalized as an inpatient, services provided for You for which no charge is normally made, expenses incurred if the original or ancillary purpose of the Your trip is to obtain medical treatment, participation in a declared or undeclared act of war, civil disturbance, or insurrection, or an accident occurring while You are serving on full-time or active duty in the Armed Forces of any country, participation in an international authority flight in aircraft being used for experimental purpose, or in military aircraft (except the Military Aircraft Command of the United States or similar air transport Services Account of other), or while serving as a member of the crew of any aircraft, use of any alcohol or drug, unless prescribed by a physician, or except if hospitalized as an inpatient, any services provided to an injured person where the You are entitled to receive reimbursement for such expenses under any group insurance program maintained by the Your insurance company or employer, routine or non-disabling medical problems, such as simple fractures, or sickness, which can be treated by local doctors and do not prevent the injured person from continuing the trip or returning home, any treatment or expense related to childbirth, miscarriage or pregnancy; except for any abnormal pregnancy or vital complication of pregnancy which if not treated endangers the life of the mother and/or unborn child during the first twenty-four (24) weeks of pregnancy, transportation for an organ transplant when You

were on an organ transplant list prior to enrollment, any expenses incurred while traveling within 100 miles of Your Permanent Primary Residence.

#### **DEFINITIONS (Apply to Section II Only)**

4. **“Accident”** means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place.
5. **“Accidental Injury”** means Bodily Injury caused by an Accident (of external origin) occurring during the Timeshare Trip being the direct and independent cause in the loss.
6. **“Bodily Injury”** means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of death or dismemberment of You within twelve months from the date of the Accident.
7. **“Event”** means an Accidental Injury or Sickness which prevents You from continuing with Your Trip.
7. **“Exchange”** means an agreement between a Resort Club owner of a timeshare vacation property and a sponsoring Resort Club whereby a confirmed scheduled transfer of a timeshare takes place.
8. **“Guest”** means a person who is scheduled to travel on a Timeshare Trip, has been provided a Guest Certificate by a Resort Club owner AND is occupying the Owner’s unit, and whose Guest Certificate has been applied to a Timeshare Trip.
9. **“Hospital”** means a facility that:
  - g) holds a valid license if it is required by the law;
  - h) operates primarily for the care and treatment of sick or injured persons as in-patients;
  - i) has a staff of one or more Physicians available at all times;
  - j) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
  - k) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis; and
  - l) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.
10. **“Inpatient”** means a patient being treated by a Physician at a Hospital for more than 24 hours
11. **“Member”** means You and Your Traveling Companions or Guest.
12. **“Permanent Primary Residence”** means the locale of the address as shown on Your state driver's license or state-issued identification card.
13. **“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.
14. **“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.
17. **“Traveling Companion”** means any individual traveling on the same itinerary and accompanying You on Your Trip.
18. **“Trip”** means any travel more than 100 miles from Permanent Primary Residence
18. **“You or Your”** – means a Resort Club owner and his/her Traveling Companions or, only if traveling on a Timeshare Trip, a Guest and his/her Traveling Companions, who has paid the required plan cost for the Resort Club Annual Travel Protection Plan.
19. **“We/Us/Our”** means United States Fire Insurance Company.

### **Limitations (Apply to Section I and II)**

- a. All legal actions arising under this Agreement shall be barred unless written notice thereof is received by On Call within one year from the date of event giving rise to such legal action.
- b. On Call cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including but not limited to, flight conditions, or where rendering of service is prohibited by local laws or regulatory agencies.
- c. You may be required to release On Call or any health care provider from liability during emergency evacuation and/or repatriation.
- d. Without limiting the foregoing, On Call's actions and obligations under this Agreement are ministerial in nature, and all medical care is provided by medical professionals ultimately selected by You and in no event is the responsibility of On Call. On Call is not liable for any malpractice performed by a local doctor, health care provider or attorney.
- e. On Call retains the right to limit two separate Events per Member per year, and to limit any single medical condition to one Event per Member per year.
- f. Transport to hospital of patient's choice must be to home area hospital. If patient requests transport to hospital outside home area and the cost does not exceed home destination costs by 50%, arrangements will be made. Patient acknowledges that coverage ends once patient is transported to hospital of choice.
- g. On Call, at its sole discretion, will assist You on a fee for service basis for interventions falling under the Limitations and Uncovered Services. On Call reserves the right, at its sole discretion, to request additional financial guarantees or pre-payment or indemnification from You prior to rendering such service on a fee for service basis.

### **GENERAL PROVISIONS**

**CLERICAL ERRORS:** Coverage will not be cancelled or denied due to a clerical error by the Participating Organization or by Us. After an error is found, We will take appropriate action. This may include adjusting, collecting or refunding premium.

**ARBITRATION:** Notwithstanding anything in the Policy to the contrary, any claim arising out of or relating to this contract, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than just You is involved in the same dispute arising out of the same Policy and relating to the same loss or claim, You will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair Your rights to assert several, rather than joint, claims or defenses.

**PREMIUM:** The required premium must be paid to the Participating Organization or its authorized representative prior to the Scheduled Departure Date of the first Trip or Timeshare Trip. This Plan must be purchased and payment received by the sponsoring Resort Club at least 15 days prior to Your scheduled departure date for Your first Trip or Timeshare Trip. Please note, there is a 15 day waiting period for benefits to apply. Benefits will not go into effect mid-trip.

**SUBROGATION:** To the extent We pay for a Loss suffered by You, We will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help Us to preserve its rights against those responsible for the Loss and must do everything necessary to secure these rights and must do nothing that would jeopardize them. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You may have to sign an appropriate subrogation form supplied by Us.

**LEGAL ACTIONS:** No legal action for a claim can be brought against Us until sixty (60) days after We receives proof of loss. No legal action for a claim can be brought against Us more than three years after the time required for giving proof of loss.

**NOTICE OF CLAIM:** Written notice of a claim must be given by the Claimant (either You or someone acting for You) to Us or its designated representative within thirty (30) 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 Policy number. Notice should be sent to Our administrative office, at the address shown on the cover page of the Policy, or to Our designated representative.

**PROOF OF LOSS:** The Claimant must send On Call International proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies. In no event will On Call International reimburse You for an amount greater than the amount paid by You.

**PAYMENT OF CLAIMS:** On Call International 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, On Call International may make arrangements to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all other benefits provided by this policy may, at the option of On Call International, 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 On Call International'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 On Call International reimburse You for an amount greater than the amount paid by You.

**PHYSICAL EXAMINATION AND AUTOPSY.** On Call International at their own expense, have the right to have You examined as often as reasonable necessary while a claim is pending. On Call International also has the right to have an autopsy made unless prohibited by law.

**NO BENEFIT TO OTHERS:** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**CONFORMITY OF STATUTE:** Terms of this Description of Coverage that are in conflict with the statutes of the State in which it is issued are automatically changed to conform to minimum requirements of such statutes

### **Claims Procedure**

**All Claims:** For claim forms, please visit [www.oncallinternational.com/oncalltravelprotection](http://www.oncallinternational.com/oncalltravelprotection) or call (866) 816 - 2087. All claims should be reported in writing as soon as possible. Provide the member number of the enrollee, Your Timeshare Trip dates and details describing the nature of Your loss. Upon receipt of this information, Administrators will promptly forward You the appropriate claim form to complete.

**IMPORTANT:** In order to facilitate prompt claims settlement upon Your return, be sure to obtain as applicable: detailed medical statement from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; or police reports or claims reports from parties responsible (i.e.,

airline, etc.) for loss, theft, damage, or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required as well as verification of loss (airline reports, police reports, etc.). In the event of a baggage delay, receipts for any additional Covered Expenses will be required as well as verification of the delay.

**SPECIAL CONDITIONS: You must advise On Call International as soon as possible in the event of a claim. The Insurer will not pay benefits for any additional charges incurred that would not have been charged had You notified these parties as soon as reasonably possible.**

**Please Note: Benefits will not be paid for expenses not refunded due to insolvency of any company.**

**PROTECTION PLAN FEES ARE NON-REFUNDABLE AFTER 30 DAYS OF THE PURCHASE OF THIS PLAN.**

**For Additional Coverage Information call On Call International at:  
866-816-2087**

**Section I, Part A, B, C and D and Section II, Part A of this plan under are underwritten by:  
United States Fire Insurance Company dba Fairmont Specialty:  
5 Christopher Way  
Eatontown, NJ 07724**

Section I, Parts A, B, C and D and Section II Part A of this plan, are underwritten United States Fire Insurance Company dba Fairmont Specialty.. Claims are processed by On Call International. Emergency Worldwide Assistance Services are provided by On Call International and Emergency Road Assistance is provided by Brickell Financial Services dba Road America Motor Club.

Plan terms and conditions are briefly outlined in this Description of Coverage. Complete provisions pertaining to Section I, Parts A, B, C and D and Section II Part A of this plan are contained in the Master Policy on file with ResortCom International. In the event of any conflict between this Description of Coverage and the Master Policy, the Master Policy will govern.

**ON CALL INTERNATIONAL  
Call us in the U.S. at 866-816-2087, or call collect 1-603-328-1753**

**For more detailed information, please visit our website at  
[www.oncallinternational.com/oncalltravelprotection](http://www.oncallinternational.com/oncalltravelprotection)  
One Delaware Drive, Salem, NH 03079  
Fax: 1-603-898-9172**