

GLOBAL ASSISTANCE AND TRAVEL PROTECTION PROGRAM



ResortCom International:
VILLA PREFERRED ACCESS (VPA) - GOLD MEMBERSHIP

If you need Medical or Travel assistance, regardless of the nature or severity of your situation, contact the On Call Global Response Center 24 hours a day, 7 days a week:

Call collect from anywhere in the world: +1 603-328-1753

Call toll free from US or Canada: 1-866-816-2087

Email: mail@oncallinternational.com

You will be connected directly with an Assistance Coordinator ready to assist you with your inquiry or problem. On Call provides you with a resource experienced in navigating through any crisis and making sure you can continue your trip or get home safely. On Call assists during critical emergencies such as illness or injury that may require an evacuation. On Call also assists with smaller problems you may not realize you have a resource for. Review a listing of services on the following pages.

Global Assistance Services must be paid and arranged by On Call; no claims for reimbursement of transportation will be considered.

If you are experiencing a medical emergency, you should proceed immediately to the nearest hospital or emergency department and then contact On Call as soon as you or a companion can safely do so.

What you'll see in the following pages:

- **Section I: Global Assistance Services**
The assistance services provided by On Call International in accordance with the insurance benefits, terms, conditions and limitations outlined in Section II.
- **Section II: Insurance Benefits, Terms, Conditions, and Limitations**
This section outlines the coverage details, benefit limits, when the coverage is available, and terms, conditions, exclusions, and limitations associated with the coverage.

The following Plan Description is a summary of coverage for insured participants. This is not a contract of insurance. Coverage is governed by an insurance policy issued to ResortCom International. The policy is underwritten by HDI Global Specialty SE. Complete information on the insurance is contained in the Certificate of Insurance on file with ResortCom International. If there is a difference between this plan description and the certificate wording, the certificate controls.



DESCRIPTION OF SERVICES

Throughout this plan description, Insured Participants, Participants, You/Your, and Insured Persons, whether capitalized or not, may be used interchangeably and mean any person who owns a Timeshare property at a Resort Club, or who has a Timeshare Guest Members Certificate for a Resort Club, or a Traveling Companion of an Insured Person at a Resort Club and is:

- a) listed by the Policy Holder in the Policy Schedule and for whom the Policy Holder has paid the premium.
- b) traveling on a Trip

All other capitalized terms are defined in Section II – Terms, Conditions, and Limitations.

GLOBAL ASSISTANCE SERVICES

I. 1) MEDICAL ASSISTANCE SERVICES

- a. **Pre-Trip Plan** On Call shall provide up-to-date information either by e-mail, fax or over the phone regarding required vaccinations, health risks, travel restrictions and weather conditions for destinations worldwide.
- b. **Medical Monitoring** On Call shall, via telephone, email and fax, monitor the Participant's conditions when hospitalized. On Call shall maintain an appropriate level of contact with the treating physician and nursing staff as well as obtain relevant medical, surgical and treatment plan reports and information. On Call will use information obtained to assess the available level of care in relation to the patient's condition and geographical location where treatment is being performed.
- c. **24 Hour Nurse Help Line** On Call shall provide, at the Participant's request, with clinical assessment, education and general health information. This service shall be performed by a registered nurse counselor to assist in identifying the appropriate level and source(s) of care for Participants (based on symptoms reported and/or health care questions asked by or on behalf of Participant). Nurses shall not diagnose Participant's ailments.
- d. **Prescription Replacement Assistance** If a Participant requires prescription medication or eyeglasses, On Call will consult with the prescribing physician and locate and arrange to send the prescription medication or eyeglasses when it is possible and legally acceptable or arrange an appointment with a local medical provider.
- e. **Medical, Behavioral or Mental Health, Dental and Pharmacy Referrals** On Call shall provide, at the Participant's request, referrals to medical and/or dental professionals and pharmacies in the given geographic area locations of western style medical facilities and English speaking doctors, dentists and other healthcare providers in an area served by On Call to the extent possible.
- f. **Coordination of Benefits** On Call shall request primary health insurance information and/or any supplemental travel/secondary insurance from the Participant and attempt to coordinate benefits during an active assistance case. Coordination includes attempt to facilitate direct payment of covered expenses from the insurer to the medical provider and facilitating assistance with claims documentation by notifying the insurance carrier and requesting a pre-certification of medical expenses.

2) MEDICAL TRANSPORTATION SERVICES

Terms, conditions and limitations included in Section II apply to services described in this section.

- a. **Emergency Medical Evacuation** On Call shall arrange and coordinate air and/or surface transportation and medical care during transportation from a hospital or medical facility to the nearest hospital where appropriate medical care is available.

Following a Medical Evacuation, if the Participant is discharged and deemed fit to travel unescorted, On Call shall arrange transportation to return the Participant to the original location or to the Participant's home if the reason for travel has ended.

- b. **Medical Repatriation** After being treated at a medical facility, On Call shall arrange the transport of the Participant with a qualified medical attendant to their residence or home hospital for further medical treatment or recovery.
- c. **Return of Remains** In the event of a Participant's death, On Call shall make the arrangements coordinate for casket or air tray, preparation and transportation of his/her remains to his/her place of residence or to the place of burial.

3) EMERGENCY (COMMERCIAL) TRAVEL SERVICES

Terms, conditions and limitations included in Section II apply to services described in this section.

- a. **Return of Dependent Children** If the Participant's Dependent(s) are present but left unattended as a result of the Participant's Medical Evacuation or hospitalization, On Call shall make arrangements to return them home, including a non-medical escort as needed.

4) TRAVEL ASSISTANCE SERVICES

- a. **Pre-Trip Information** On Call shall provide to Participants pre-trip information such as visa, passport and inoculation requirements; cultural information; weather conditions; embassy and consulate referrals; foreign exchange rates; and travel advisories.
- b. **24/7 Emergency Travel Arrangements** On Call shall assist Participant once a trip has started with changing airline, hotel or car rental reservations.
- c. **Translator and Interpreter Referral** On Call shall provide the Participant with access to an interpreter via telephone 24 hours a day or referrals to local translators and interpreters in the case of communication problems which cannot be solved via telephone.
- d. **Emergency Travel Funds Assistance** On Call shall provide assistance to Participants by arranging for the forwarding of funds from Participant's credit cards or family members.
- e. **Legal Consultation and Referral** If a Participant is arrested, or requires the services of an attorney, On Call shall arrange for an initial telephone consultation with an attorney without charge to Participant. If needed, a Participant will be referred to an attorney in the appropriate geographical area. This service applies only when a Participant is traveling internationally.
- f. **Lost/Stolen Travel Documents Assistance** On Call shall provide assistance to Participants for the replacement of passports, airline documents, birth certificates and other travel-related documents.
- g. **Emergency Message Forwarding** In the event a Participant is unable to reach an employer, family member or traveling companion, On Call shall forward a message via telephone to the intended party.
- h. **Lost Luggage Assistance** On Call shall assist the Participant with the tracking of luggage lost in transit.

Insurance Benefits, Terms, Conditions and Limitations

HDI GLOBAL SPECIALTY SE POLICY WORDING BLANKET

The Policy will be administered on behalf of the Insurer by the Administrator: On Call International, LLC.

II. SCHEDULE OF BENEFITS

Applies any time a Participant is more than 100 miles from Permanent Primary Residence whilst travelling to/from or while at the Timeshare Resort Club

| BENEFITS | Covered / Not Covered | Limits Per Policy, Per Annum |
|--|-----------------------|------------------------------|
| Medical Evacuation and/or Repatriation | Covered | \$50,000 |
| Repatriation of Remains or Burial | Covered | \$4,000 |
| Return of Dependent Children | Covered | \$1,000 |

The Contract of Insurance

This is Your Evacuation and Repatriation Insurance Policy, which with the application form and/or declaration made by Insured Person and The Policy Schedule should be read together and forms the contract of Insurance between Insured Person and Us, HDI Global Specialty SE, UK Branch but it is only valid if Insured Person have paid the premium.

Insured Person premium has been based upon the information shown in The Policy Schedule and recorded in the written application Insured Person have signed and/or declaration Insured Person have made. Please read them carefully to make sure that they meet Insured Person requirements and that the details on The Policy Schedule are correct. If after reading Insured Person Policy and The Policy Schedule Insured Person have any questions, please contact Insured Person insurance adviser.

In return for Insured Person having paid the premium for the Period of Insurance, We will indemnify Insured Person by payment in respect of the Evacuation or Repatriation of the Insured Persons to the extent of and subject to the terms contained in or endorsed on the Policy.

Who We are

HDI Global Specialty SE, UK Branch

Branch Office: 10 Fenchurch Street, London EC3M 3BE

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany.

Registered in Germany, Registration No. HRB 211924

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

IMPORTANT

It is essential that you provide us with a fair representation of the risks we are accepting when applying for cover. It is also important that you advise your broker, intermediary or Us of any changes which occur during the period of insurance which may alter information previously provided. If you are in doubt as to whether you need to disclose information to us then this should be declared.

This means you may need to make enquiries with all Senior Management to ensure that you have declared all necessary information.

It is Your responsibility to prove any loss therefore we recommend that you keep receipts, photographs and relevant documents to help with any claim you make. This Policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the Policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Your adviser. If You do not tell Us about relevant changes, Your Policy may not be valid or the Policy may not cover You fully. You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this Policy.

Choice of Law

The laws of Nevada apply and in any suit or legal action the courts of United States of America shall have jurisdiction unless We agree with Insured Person otherwise.

Data Protection

HDI Global Specialty SE is an insurance company whose UK address is 10 Fenchurch Street, London, EC3M 3BE. It is a Data Controller and Data Processor as defined under the EU General Data Protection Regulation ('GDPR') and is registered with the Information Commissioner's Office ('ICO') under number Z5380754. Further details on the GDPR can be found at the ICO website (www.ico.org.uk).

Please read this section of Your policy carefully as it contains important information about Our use of Your personal information i.e. how Your information will be collected and dealt with, and Your rights concerning that data.

Personal information:

Your personal information means any information We hold about You and the Insured Person(s). This information may be contained in any correspondence received from You including letters and emails. We have implemented technical, physical, legal and organisational measures where necessary to secure the personal information We hold and process on Your behalf. Where appropriate We use anti-virus protection systems, firewalls, pseudonymisation and data encryption technology for the processing and storage of electronic personal information. Where We hold hard copy documentation containing Your personal information (whether on or off site) we will ensure that the relevant documentation is physically secured and accessible only on a "need to know" basis. Our staff are trained regularly on data protection and information security.

You should show this section to anyone else insured or proposed to be insured under Your policy as it will also apply to them. It explains how We use all the information We have about You and the other people insured under Your Policy.

Special category data:

Some of the personal information that We ask You to provide is known as "special category data". This will include information relating to Your health or medical condition(s) and may also include, race, religion and any criminal convictions. We need to use special category data to provide You with quotes, arrange and manage Your policy and to provide the services described in Your policy documents (such as dealing with claims). Where You have provided Us with special category data relating to someone else, You undertake that You have obtained their express consent to provide Us with this data.

How We use Your personal information:

We will use Your personal information to arrange, administer and manage Your insurance policy, including handling underwriting and claims and issuing renewal documents and information to You. The personal information We hold about You is limited to what is necessary to provide these services. We erase the personal information We hold about You as soon as it is no longer needed in

accordance with our legal and statutory obligations.

Sharing Your personal information:

We may have to share Your personal information with other insurers, statutory bodies, regulatory authorities, Our business partners, Our group companies or agents providing services on Our behalf and other authorised bodies. Where We do share Your personal data with others We will ensure that the appropriate safeguards are in place.

Transferring Your personal information outside the EEA:

To manage Your policy including settling claims or providing Security or Medical Assistance if the claim or assistance relates to an incident which occurs outside Your Country of Domicile We may transfer Your personal information outside the European Economic Area or if different Your Country of Domicile. We will only do this;

- If You have given Us Your permission;
- For underwriting purposes, such as assessing Your application and arranging Your policy;
- For management information purposes;
- If the transfer is necessary for reasons of public interest;
- To prevent or detect crime, including fraud (see below);
- If We are required or permitted to do this by law (for example, if We receive a legitimate request from the police or another authority including legal authorities outside the European Economic Area or, if different, Your Country of Domicile); and/or if required

Where it is necessary to transfer your data outside of the EEA we will ensure that appropriate safeguards are in place.

Preventing and detecting crime:

We may use Your personal information to prevent crime.

In order to prevent crime We may:

- Check Your personal information against Our databases;
- Share it with fraud prevention agencies. Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when You make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, We will share Your relevant personal information with them. The information We share may be used by those companies when making decisions about You. You can find out which fraud prevention agencies are used by Us by writing to Our Data Protection Contact at the address set out below; and/or if required:
- Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. We may pass information relating to Your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on Your behalf:

To help You manage Your insurance policy, subject to answering security questions, We will deal with You or Your spouse or partner or any other person whom We reasonably believe to be acting for You if they contact Us on Your behalf in connection with Your policy or a claim relating to Your policy. Where We have reasonable doubts concerning the identity of Your spouse or partner or such other person claiming to be acting on Your behalf, we may request additional information necessary to confirm their identity before we release any information in relation to Your policy to them. For Your protection only You can cancel Your policy or change the contact address.

Marketing:

We will not use Your personal information and information about Your use of Our products and services to carry out research and analysis for marketing.

Data Protection Rights:

You have certain rights under the GDPR.

You have the right to require Us to:

- Provide You with further details about the use We make of Your personal data;
- Provide You with a copy of the personal data We hold in a commonly used and machine readable format;
- Correct any inaccuracies in the personal data We hold;
- Delete any personal data We no longer have any lawful ground to use;
- Where the processing requires Your consent, withdraw that consent so We stop the processing in question;
- Transfer Your personal data to another organization;
- Object to any processing based on the legitimate interests grounds unless our reasons for that processing outweigh any prejudice to Your data protection rights;
- Object to automated processing, including profiling; and/or
- Restrict how We process or use Your personal data in certain circumstances e.g. whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights to safeguard the public interest (e.g. prevention or detection of crime) or Our interests (e.g. legal or litigation privilege).

If you are not satisfied with Our use of Your personal data or Our response to any request by You to exercise any of Your rights, or if You think We have breached the GDPR, You have the right to complain to the ICO, details as follows:

| England | Scotland | Wales | Northern Ireland |
|---|--|---|--|
| Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF | Information Commissioner's Office 45 Melville Street Edinburgh EH3 7HL | Information Commissioner's Office 2 nd Floor Churchill House Churchill Way Cardiff CF10 2HH | Information Commissioner's Office 3 rd Floor 14 Cromac Place Belfast BT7 2JB |
| Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate) | Tel: 0131 244 9001 | Tel: 029 2067 8400 | Tel: 0303 123 1114 (local rate) 028 9027 8757 (national rate) |
| casework@ico.org.uk | scotland@ico.org.uk | wales@ico.org.uk | ni@ico.org.uk |

Further information:

If You would like to receive a copy of the personal information We hold on You, or if You would like further information or wish to complain about the way that We use personal information, please write to Our Data Protection Contact (set out below).

If We change the way that We use Your personal information, We will write to You to let You know. If You do not agree to that change in use, You must let Us know as soon as possible. You have the right to complain to Us at any time if You object to the way We use Your personal information. If you do, We will no longer be able to process the personal information We hold about You unless We are able to demonstrate compelling legitimate grounds for the continued processing of Your personal information which override Your interests, rights and freedoms of You, or for the establishment, exercise or defence of legal claims.

Contacting Our Data Protection Contact

To contact Our Data Protection Contact please write to Us at HDI Global Specialty SE, 10 Fenchurch Street, London EC3M 3BE UK giving Your name, address and insurance policy number.

Our Commitment to You

Each of Our customers is important to Us, and We believe You have the right to a fair, swift and courteous service at all times. We acknowledge receipt of Your complaint and We will deal with it promptly and provide a response as quickly as possible.

Complaints Procedure

1. We will acknowledge Your complaint in writing within five working days of receipt.
2. We will endeavour to send a final response to You within eight weeks of receipt of Your complaint. If We are unable to provide You with a final response within this time frame, We will write to You explaining the delay and advise You when You can expect a final response.
3. If more than eight weeks from the date of Your complaint have elapsed and You have not received a final response, or You are dissatisfied with the final response You have received from Us, You may choose to refer Your complaint to:

Financial Ombudsman Service (FOS)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Financial Ombudsman Service

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the complaints department of Your insurance adviser. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

If You are dissatisfied with the final response from the complaints department, You may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of the FOS will be provided at the same time as Your complaint is acknowledged.

Note that the FOS will only consider Your complaint if you have given Your insurance adviser the opportunity to resolve it and You are a private Policyholder, a business with a group turnover of less than €2 million, a charity with an annual income of less than €2 million, or a Trustee of a trust with a net asset value of less than €2 million. If, however, Your complaint is not resolved within 40 working days, the FOS will accept a direct referral.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

Financial Services Compensation Scheme

For risks located within the EEA We are covered by the UK Financial Services Compensation Scheme (FSCS). You may be entitled

to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100 or writing to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Useful Telephone Numbers and Websites

Useful Telephone Numbers and Websites

On Call International Global Response Center: 1-603-328-1753 from anywhere in the world

1-866-816-2087 from the US or Canada

Claims Administrator: TPAclaims@oncallinternational.com

Complaints: 1-866-816-2087

Financial Ombudsmen: 1-866-816-2087

Financial Services Compensation Scheme: 1-866-816-2087

Who to contact in the event of Claim

All claims should be notified to Our Claims Administrator:

On Call Intl Claims Dept.

11 Manor Parkway, Salem, NH 03079

Tel: 603-328-1753 | Fax: 603-898-9172

TPAclaims@oncallinternational.com

Claims Procedure

If in relation to any claim under this Policy (other than for claims under the Kidnap and Ransom and Political and Natural Disaster Evacuation Sections) You must contact the Claims Administrator as soon as reasonably possible after any event or occurrence which may result in a claim and in any event no later than 90 days after the occurrence of such event.

You must:

1. At Your expense, provide them with a written notification of a claim containing as much information as possible of the loss, destruction, damage, accident, injury or illness, including the amount of the claim.
2. Provide them at Your own expense with all certificates, information and evidence reasonably required by them and in the form and of such nature as they may prescribe.
3. Immediately pass to them unanswered, all communications from third parties in relation to any event that may result in a claim under this Policy.
4. Not admit or repudiate liability, nor offer to settle, compromise, make payment or pay any claim under this Policy without their written agreement.

The Insured Person shall submit to medical examination at Our request in respect of any alleged Accidental Bodily Injury or Illness where We shall pay the fee.

As soon as possible after the occurrence of any Accidental Bodily Injury or Illness the Insured Person must obtain and follow the advice of a Qualified Medical Practitioner. We shall not be liable for any consequences arising due to the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

In the case of Accidental Death of the Insured Person We shall be entitled to have a post-mortem examination at Our own expense.

If You or the Insured Person fail to follow any of these conditions You will lose your right to indemnity or payment for that claim.

Assistance Services

Medical Assistance

Our Medical Assistance Service is operated by a specialist assistance provider who will advise on and where appropriate arrange all medical treatment, medical evacuation or repatriation, travel and accommodation.

In the event of a Medical Emergency overseas please contact **Our Emergency Medical Assistance Service**

On Call International Global Response Center: +1-603-328-1753 from anywhere in the world or
toll free from US or Canada: 1-866-816-2087

Our Emergency Medical Assistance Service has experienced multi-lingual staff that will:

- Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees.
- Talk to doctors and hospital staff in their own language.
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted.

Provided travel has been arranged by Our Emergency Medical Assistance Service We will pay all associated costs incurred on behalf of You the Insured Person for the following:

- Making arrangements for the Insured Persons to travel home and where necessary ensure they are escorted by a medical attendant.
- Ensure assistance is provided upon arrival in the Insured Person's Country of Domicile following a Medical Repatriation.

Policy Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Insured Person Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy, except for headings and titles. Each Section of the Policy contains Definitions which apply to that particular Section and they must be read in conjunction with the following Policy Definitions.

Accident

Means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place.

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.

Benefit Period

The total period, after the expiry of any Excess period stated in the Schedule of Benefits, for which We will pay benefits for Temporary Total Disablement and/or Temporary Partial Disablement in respect of any one Accident to or Illness of any Insured Person.

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 Insured Person within twelve months from the date of the Accident.

Common Carrier

Means any air conveyance operating under a valid license for the transportation of passengers for hire.

Contribution

If at the time of an event giving rise to a claim there is any other insurance Policy in force in Your name which covers You or the Insured Person for the same expense, loss or liability We will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

Country of Domicile

The country in which the Insured Person resides in and/or the country to which the Insured Person shall return to when repatriated or country in which they hold a valid passport.

For the purposes of this Policy the country in which the Insured Person resides in is the United States of America or Canada.

Death

Means death caused as a result of Accidental Bodily Injury.

Dependent(s)

The natural or legally adopted children or legal wards of an Insured Person (and/or Insured Person's Partner where applicable) living at the same address who are no older than 18 years of age or 23 years of age if in full time education at the time a claim occurs.

Emergency Travel Expenses

Reasonable and necessary additional costs of transport incurred in respect of the Insured Person or any one relative or friend who has to travel to remain with or escort the Insured Person home to the Insured Person's Country of Domicile.

Emergency Medical Evacuation

Upon the advice of Our Emergency Medical Assistance Service the reasonable and necessary costs of transporting the Insured Person to the nearest suitable Hospital.

Exchange

A formal agreement between a Timeshare owner of a timeshare vacation property and a sponsoring timeshare vacation property whereby a confirmed scheduled transfer of a timeshare takes place.

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 Insured Person or Insured Person Traveling Companion.

Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and ill persons by and under the supervision of a Qualified Medical Practitioner continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

Illness

Means illness or disease (not resulting from Accidental Bodily Injury) contracted anywhere in the world that declares itself during the Period of Insurance and occasions the total disablement of the Insured Person during the Period of Insurance.

Insured Person(s)

Any person who owns a Timeshare property at a Resort Club, or who has a Timeshare Guest Members Certificate for a Resort Club or is an Insured Persons Traveling Companion at a Resort Club and is:

- a) listed by the Policy Holder in the Policy Schedule and for whom the Policy Holder has paid the premium.
- b) traveling on a Trip

Insured Person's Partner

The spouse or civil partner of an Insured Person living at the same address as the Insured Person for the last 12 months and sharing financial and where applicable responsibility for their Dependents.

Operative Time of Cover

Whilst an Insured Person's is on a Trip during the Policy Period from the time they leave they leave Permanent Primary Residence in their Country Of Domicile until they return from their Trip to their Permanent Primary Residence in their Country Of Domicile.

Pre-Existing Medical Condition

We will not pay for any claims arising from any Injury, Sickness, or other condition (including a condition from which death ensues) affecting Insured Person, a Traveling Companion, or a Family Member which, within a twelve month period before Insured Person 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 Insured Person initial twelve month plan term is completed and the plan is renewed, the Pre-Existing exclusion is waived for the remainder of Insured Person coverage under this annual protection plan. If there is any lapse in coverage at any time in Insured Person 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.

Period of Insurance

From the effective date until the expiry date shown in the Policy Schedule.

Permanent Primary Residence

The locale of the address as shown on Insured Person state driver's license or state-issued identification card.

Policy Schedule

The document which specifies details of the Policy Holder, the Policy Period, the Operative Time of Cover and benefits covered, sums insured and any Excesses, Endorsements and Conditions applying to the Policy.

Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine under the laws of the country they practice in other than an Insured Person, Partner of an Insured Person, and a member of the immediate family of Insured Person or the Insured Person or an employee of Insured Persons.

Reasonable and Customary Charges

Charges commonly used by Qualified Medical Practitioners in the locality in which care is furnished.

Repatriation

After being treated at a local medical facility, and following the advice of Our Emergency Medical Assistance Provider and if the Insured Person's medical condition warrants it, the costs of transporting the Insured Person by air and/or surface transportation and with a qualified medical attendant, if deemed medically necessary, to their Country of Domicile to obtain further medical treatment or to recover, or both

Resort Club

Resorts clubs in Mexico (a) for which the club now or hereafter serves as the manager, reservation agent, or owner; and/or (b) which may be used by an Insured Person as a result of an Exchange of an Insured Person's time at resort managed, reserved, owned or otherwise designated by ResortCom International.

Serious Medical Condition

A medical condition that in the opinion of the Emergency Medical Assistance Provider's physician requires immediate emergency medical treatment to avoid certain death or serious impairment to the Insured Person's health and such emergency medical treatment is not available or is not adequate in the Insured Person's Host Country to avoid death or serious impairment of health.

Schedule of Benefits

The document which specifies details of the benefits covered, sums insured and any Excesses, Endorsements and Conditions applying to the Policy.

Timeshare

A formal agreement between an owner of a timeshare vacation property at a Resort Club and a property management company whereby a confirmed scheduled use of their owner occupied timeshare or transfer of a timeshare takes place.

Timeshare Guest Members Certificate

A contract provided by either the Timeshare owner or the timeshare vacation property to a person who will occupy a Timeshare owner's vacation property.

Traveling Companion

Means up to a maximum of five (5) additional travelling companions booked to accompany Insured Person on a Timeshare Trip.

Trip

An Insured Persons pre-arranged trip to a Resort Club in Mexico, which is more than 100 miles from their Permanent Primary Residence and does not exceed more than 14 days in total during the Policy Period.

We/Us/Our

HDI Global Specialty SE, UK Branch.

The Policyholder

ResortCom International a timeshare management company on behalf of various Resort Clubs in Mexico.

Policy Conditions

Each Section of the Policy contains Conditions. They must be read in conjunction with the following Policy Conditions which apply to all Sections unless otherwise stated.

Aggregate Limit

If the aggregate amount of all benefits payable exceeds the stated Aggregate Limit the benefits payable to an Insured Person shall be proportionately reduced until the total of all Benefits does not exceed the Aggregate Limit.

Alteration of Risk

We will at Our option void the Policy from the inception of this insurance where there has been any alteration to The Business and/or the occupation or pursuits of any Insured Person after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident, injury or illness or where Insured Person interest ceases except by will or operation of law unless We have accepted the alteration.

Assignment

Insured Person may not assign the benefits under this Policy. We shall not be bound to accept or be affected by any notice of any trust charge, lien, purported assignment or other dealing with or relating to this Policy.

Cancellation

We may cancel this Policy by sending Insured Person 30 days written notice to Insured Person last known address and

We will return any unearned proportion of the premium paid.

Insured Person may cancel this Policy at any time by sending us 30 days written notice and any unearned premium shall be returned to Insured Person provided that We have not made any claims payment under this policy or have any claims for consideration or Insured Person are not aware of any claims that have not been reported to Us. Any claim payments made or under consideration shall be deducted from the amount of unearned premium due to be returned.

Currency

The monetary limits and premiums stated in the Policy and any Certificate issued hereunder are in USD

Eligibility Criteria

To be eligible for cover under this Policy the Insured Person must satisfy the following criteria (the Eligibility Criteria):

- a) The Policy Holder must have paid the appropriate premium for the each Insured Person.
- b) The Insured Person must be on a Trip
- c) The Insured person must be travelling on a Trip more than 100 miles from their Permanent Primary Residence in their Country Of Domicile.

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.

Force Majeure

We shall not be liable for failure to provide Services and/or delays caused by acts of God, strikes or other conditions beyond our reasonable control, including but not limited to flight conditions or situations where the performance of this Policy is prohibited or delayed by local laws, regulations or regulatory agencies. We shall notify Insured Person immediately of any Force Majeure event. In the event of such Force Majeure lasting longer than 7 days Insured Person will have the right to cancel this Policy immediately and We shall return any premium paid by Insured Person less any amount for claims paid or due to be paid.

Fraud

If a claim made by Insured Person or anyone acting on Insured Person behalf, or any person claiming to be indemnified is fraudulent or exaggerated, whether ultimately material or not or if a false declaration or statement is made or if a fraudulent device is used in support of a claim We may at Our option void the Policy from the inception of this insurance or cancel the Policy from the date of the claim or alleged claim and repudiate the claim.

Identification

The Policy and The Policy Schedule will read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

Measures Outside Our Control

We and Our Emergency Assistance Company will use Our best efforts to arrange any Emergency Medical Evacuation or Repatriation of Remains within the least amount of time possible. The timeliness of Emergency Medical Evacuation or Repatriation of Remains can be affected by circumstances which are not within Our or their control, such as delays of or restrictions on flights caused by mechanical problems, government officials, telecommunications problems and weather and other acts of God. We and Our Emergency Assistance Company shall not be liable for any delays that are not within Our or their direct and immediate control.

Medical Advice

Insured Person cannot undertake a trip from Insured Person Country of Domicile either against the advice of Insured Person Physician or after Insured Person have received a terminal prognosis or if Insured Person are travelling purely for the purpose of medical treatment. If Insured Person choose to do so all Our liability under this Policy shall cease.

Misdescription

We will void this Policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by Insured Person or anyone acting for Insured Person.

Payment of non-covered expenses or services

If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Medical Assistance Provider to any person who is not insured under this Policy, Insured Person shall reimburse us in respect of such costs and expenses.

Pre-Authorization Requirements For Treatments, Costs Charges Or Expenses.

All Emergency Medical Evacuations and Repatriations, Repatriation of Remains and Burial, and Emergency Reunions must be pre-authorised by Our Emergency Assistance Company,

If the Insured Person does not comply with this pre-authorisation requirement We will be unable to pay for their costs, charges or expenses that Insured Person incur.

To comply with the pre- authorisation requirements, The Insured Person or a third party must:

1. Contact the Emergency Assistance Company at the telephone number contained in Insured Person Certificate as soon as possible before the expense is to be incurred; and
2. Comply with the reasonable instructions of the Emergency Assistance Company and submit any information or documents they may reasonably require; and
3. Take reasonable steps to notify Insured Person treating Physicians, Hospitals and other providers that this Policy contains pre-authorisation requirements and ask them to fully cooperate with Our Emergency Assistance Company.

If in an emergency it is not reasonably possible for the Insured Person to obtain pre-authorisation from Our Emergency Assistance Company for Emergency Medical Evacuations and Repatriations, Insured Person or a third party must notify them as soon as reasonably practicable of admission as an In-patient in which case all their charges will be paid by Us subject to the terms and conditions, benefit limits, restrictions and exclusions contained in this Policy.

Reasonable Precautions

The Insured Person must take all reasonable precautions to avoid Accident, injury or illness to any person, or loss, destruction or

damage to their property, and they must comply with all legal requirements and safety regulations and conduct themselves in a lawful manner. If in relation to any claim they have failed to fulfil any of these conditions, they will lose Insured Person right to indemnity or payment for that claim.

Right of Recovery

If any benefit paid to the Insured Person or on their behalf under this Policy is in excess of the amount allowed in the Benefit Table, or if a payment is made to them due to clerical or administrative error, then We reserve the right to recover such payment from them or any institution, insurer or other organisation or party to whom such payment has been made.

Recovery from third parties

In the event that a third party is held liable for all or part of any claim paid under this policy We may exercise Our legal right to peruse the third party to recover Our outlay. You or the Insured person will upon Our request agree to and permit Us to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right. We will pay the costs and expenses involved in exercising the right against third parties.

Right of Repatriation

In the event of the Insured Person requiring any medical treatment or Hospital or medical services, We may at our sole discretion arrange for the Insured Persons Repatriation to their Country of Domicile either before or after Insured Person receive medical treatment or Hospital or medical services, if in the opinion of Our Emergency Assistance Company and Insured Person treating Physician Insured Person are medically fit to travel and it is safe for Insured Person to do so. If Insured Person refuses to return when declared medically fit to do so We will not pay for any continuing medical treatment or Hospital or medical services or any recurrence or complications arising from or directly or indirectly related thereto.

Sanction Limitation and Exclusion Clause

We shall not provide cover or pay or be liable for any claims or provide any benefit under this Policy if by providing any cover, paying any claims or providing any benefit under this Policy would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation

Under the law applicable to this Policy, We have the legal right to stand in Insured Person shoes in the event that Insured Person make a claim under this policy and another party is responsible for causing the loss or damage. This is called Subrogation. We will be entitled to pursue Our rights of Subrogation in Insured Person name and in doing so Insured Person will give Us reasonable information, documentation, co-operation and assistance to allow Us to do so. Insured Person agree not to make any payment, admit liability, offer or promise to make any payment without written consent from us.

Termination of Cover:

Cover under this Policy terminates on the earlier of:

1. 12:01am EST on the last day of the Policy Period for which premium has been paid; or
2. Once the Insured Person has travelled on a Trip for more than 14 days.
3. Once the Insured Person has travelled on a Trip for more than 14 days during the Policy Period.
4. The maximum amount of benefits payable under this Policy as set out in the Benefits Table has been paid;
5. The date the Insured Person returns to their Permanent Primary Residence in their Country of Domicile
6. the date Insured Person cease to be an Eligible Person.

The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto does not apply to this Policy. Only We and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

Policy Exceptions

This Policy does not cover and We will not be liable for any claims resulting from:

1. Any Pre-existing condition of an Insured Person.
2. Expenses incurred if the original or ancillary purpose of the Insured Person Trip is to obtain medical treatment.
3. Any Services required whilst the Insured Person is not on a Trip or outside the Policy Period
4. More than one Emergency Medical Evacuation and/or Repatriation for any single medical condition of an Insured Person during

the Policy Period.

5. Any cost or expense not expressly covered in advance and in writing by The Emergency Medical Assistance Provider and/or not arranged by them. This exception shall not apply to Emergency Medical Evacuation from remote or primitive areas when Our Emergency Medical Assistance Provider cannot be contacted in advance and delay might reasonably be expected to result in loss of life or harm to the Insured Person.
6. Any expense incurred for Insured Person(s) when travelling contrary to the advice of a Qualified Medical Practitioner, or for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.
7. Intentionally self-inflicted injuries, suicide, or any attempted threat (in Missouri, suicide or any attempted threat, while sane) except when hospitalized as an inpatient.
8. Any expense incurred for Emergency Medical Evacuation or Repatriation if the Insured Person is not suffering from a Serious Medical Condition, and/or in the opinion of Our Emergency Medical Assistance Provider's physician, the Insured Person can be adequately treated locally, or treatment can be reasonably delayed until the Insured Person returns to their Country of Domicile.
9. Any expense incurred related to accident or injury occurring while the Insured Person is engaged in any hazardous activity, pastime or pursuit including but not limited to caving, mountaineering or rock climbing necessitating the use of guides or ropes, potholing, skydiving, parachuting, bungee-jumping, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachments, martial arts, rallying, racing of any kind other than on foot, winter sports and any organized sports undertaken on a professional or sponsored basis.
10. Any expense related to the Insured Person engaging in any form of aerial flight except as a passenger on a scheduled airline flight, as a passenger on a licensed charter fixed wing aircraft over an established route; or as a passenger travelling on a business related activity in a fixed wing aircraft owned or leased to the Subscriber unless the form of aerial flight has been declared to and accepted by Us in writing prior to travel..
11. Any expenses incurred as a direct or indirect result of elective surgery or cosmetic surgery.
12. Any Losses incurred by Insured Person or the Insured Person if Insured Person or they fail to follow the advice of Our Emergency Medical Assistance Provider.
13. Participation in a declared or undeclared act of war, civil disturbance, or insurrection, or an accident occurring while Insured Person are serving on full-time or active duty in the Armed Forces of any country.
14. 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.
15. Use of any alcohol or drug, unless prescribed by a physician, or except if hospitalized as an inpatient.
16. Any services provided to an injured person where the Insured Person are entitled to receive reimbursement for such expenses under any group insurance program maintained by the Insured Person insurance company or employer.
17. 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.
18. 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.
19. Transportation for an organ transplant when Insured Person were on an organ transplant list prior to enrollment.
20. any expenses provided by another party at no cost to Insured Person or already included within the cost of the Trip.

Cover

We will pay up to the amount stated in the Benefits Table if the Insured Person or Insured Person Travelling Companions or Insured Person Family Members travelling with Insured Person during Insured Person scheduled Trip sustain an Injury or suffer from an Illness which results in Insured Person requiring Emergency medical Evacuation or Repatriation.

1. Emergency Medical Evacuation

The cost of transporting the Insured Person by air and/or surface transportation If the Insured Person's medical condition warrants immediate transportation (due to inadequate medical facilities) by Our Emergency Medical Assistance Provider from the place where the Insured Person is located to the nearest adequate medical facility where medical treatment can be obtained, including the costs of all medical care and ancillary costs associated with that transportation.

2. Repatriation

After being treated at a local medical facility, and following the advice of Our Emergency Medical Assistance Provider and if the Insured Person's medical condition warrants it, the costs of transporting the Insured Person by air and/or surface transportation and with a qualified medical attendant to their Country of Domicile to obtain further medical treatment or to recover, or both

3. Repatriation of Remains

Following Insured Person death on a Trip or Timeshare Trip and with the agreement of Insured Person executors or administrators We will pay up to the amount stated in the Schedule of Benefits for the Repatriation of Insured Person remains following Insured Person death, including costs of preparation of the remains necessary for transportation, or for the cost of preparing Insured Person remains for cremation or burial.

4. Return of Dependent Children

In the event of the death or hospitalization of the Insured Person whilst on a Trip or Timeshare Trip which leaves dependent children traveling with the Insured Person unattended, We will indemnify the Insured Person's estate for the cost for transportation, and escort as required, to return dependent(s) to a designated advocate.