

# Bucks Mount



## Evidence of Coverage

ID #: 38-6104Group #:V3 3206D

Plan #: V3TCB

09/07/2004

<b>SCHEDULE OF BENEFITS (Maximum Benefit Amount)</b>	
<b>Trip Cancellation / Trip Interruption / Bankruptcy / Default.....Up to Amount Purchased</b>	
<i>(Coverage must be purchased for full cost of trip.)</i>	
<b>Trip Delay / Missed Connection.....</b>	<b>\$500</b>
<b>Accident Medical Expense .....</b>	<b>\$7,500</b>
<b>Sickness Medical Expense .....</b>	<b>\$7,500</b>
<b>Common Carrier Accidental Death &amp; Dismemberment.....</b>	<b>\$100,000</b>
<b>24-Hour Accidental Death &amp; Dismemberment.....</b>	<b>\$10,000</b>
<b>Medical Evacuation/Repatriation.....</b>	<b>\$50,000</b>
<b>Baggage/Personal Effects.....</b>	<b>\$1,000</b>
<b>Baggage Delay.....</b>	<b>\$200</b>
<b>Assistance Services.....</b>	<b>Included</b>
<b>Protection Plans are non-refundable.</b>	
You may purchase this coverage up to 15 days prior to the date of departure; however, the Pre-existing Condition limitation will apply to purchases made more than 14 days after your initial deposit.	

- Employer termination or layoff affecting You or a person(s) sharing the same room. Employment must have been with the same employer for at least 3 continuous years. (Note: Not available to residents of Oregon.);
- A Terrorist Incident in Your city of destination occurring after the policy Effective Date, if You are scheduled to arrive in that city within 30 days following the Terrorist Incident;
- You or Your Traveling Companion being hijacked, quarantined, called for jury duty, or called for a court ordered appearance as a witness (except law enforcement officers) in a legal action in which You or Your Traveling Companion is not a party;
- Residence of You or Your Traveling Companion is rendered uninhabitable for unforeseen circumstances;
- Burglary of You or Your Traveling Companion's residence within 10 days of departure or during Your Covered Trip;
- Felonious Assault of You or Your Traveling Companion within 10 days of departure or during the Covered Trip;
- A traffic accident directly involving either You or Your Traveling Companion, substantiated by a police report, while en route to a scheduled departure point;
- You or Your Traveling Companion being called to the emergency service of government in the case of military, reservists, police or fire personnel for a national disaster other than war.

### TRIP CANCELLATION/INTERRUPTION

**Trip Cancellation:** You are covered for the amount purchased for Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements, whenever You are prevented from taking a Covered Trip for any of the following reasons that occur after the Effective Date of Your Protection Plan:

- Sickness, Injury or death involving You, Your Traveling Companion, Business Partner or Family Member of either You or Your Traveling Companion which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing Your continued participation in the Covered Trip;
- Unforeseen Bankruptcy or financial Default of a Travel Supplier (other than the travel agency or organization from whom You purchased the Travel Arrangements) which stops service after Your Covered Trip departure or more than 14 days following Your Protection Plan Effective Date. This coverage applies only if it was purchased within 14 days from the date the initial deposit is paid on the Covered Trip;
- An Organized Labor Strike that causes complete cessation of travel services for at least 48 consecutive hours;
- Inclement Weather which causes complete cessation of services of Your Common Carrier for at least 24 hours;

If Your Travel Supplier cancels the Covered Trip, You are covered up to \$150 for the reissue fee charged by the airline for Your tickets. You must have covered the entire cost of the Covered Trip including the airfare.

You are covered for the single supplement upgrade when Your Traveling Companion cancels or interrupts a Covered Trip for a covered reason and You do not.

**All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel unless the event prevents it, and then as soon as reasonably possible.**

If the cancellation is not reported within the specified 72-hour period, The Company will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply, however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

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**Trip Interruption:** If You are prevented from completing a Covered Trip for any of the reasons listed under Trip Cancellation that occur after the departure date of the Protection Plan, You are covered up to the amount purchased for:

- Any unused prepaid non-refundable expenses for Travel Arrangements;
- One way Economy Transportation to return to the original destination or rejoin Your Covered Trip less the value of the original unused return travel ticket;
- Accommodations and Transportation Expenses for up to \$150/day for 10 additional days when a Traveling Companion must remain hospitalized or a covered Injury or Sickness not requiring hospitalization prevents You from continuing travel and You must extend Your Covered Trip with additional hotel nights due to medically imposed restrictions as certified by a Legally Qualified Physician.

## TRIP DELAY/MISSED CONNECTION

You are covered up to the Maximum Benefit Amount for:

- a) Additional Transportation Cost to join the Covered Trip or return home, including up to \$150 per day for reasonable accommodations and meals, if Your delay requires an unplanned overnight stay; and/or
- b) unused non-refundable portion of the prepaid expenses as long as the expenses are supported by proof of purchase and are not reimbursable by any other source. Delay must be 5 hours or more and certified due to the following reasons: 1) Delay of Common Carrier (which is certified by the Common Carrier); 2) A traffic accident in which You were not directly involved (substantiated by a police report); 3) Documented weather condition preventing You from getting to the point of departure; 4) Organized Labor Strike, natural disaster, Terrorist Incident, riot, or You or Your Traveling Companion being hijacked or quarantined; or 5) Lost or stolen passports, travel documents or money (substantiated by a police report).

## MEDICAL EXPENSE

You are covered up to the Maximum Benefit Amount for:

- Covered Expenses incurred as a result of an Injury which occurs or a Sickness which first manifests itself during the Covered Trip. You must receive initial Medical Treatment for the Injury or Sickness within 30 days after the date of the accident that caused the Injury or the onset of the Sickness. All treatment and Covered Expenses must be received within 52 weeks following the date of the accident or onset of the Sickness.

- Benefits will include expenses for emergency dental treatment for injury to sound natural teeth not to exceed \$750.
- Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital because of a covered Sickness or Injury which first occurs during the course of the Covered Trip.

NOTE: The authorized travel Assistance Company will coordinate advance payment to the Hospital. In all cases, benefits will not be paid in excess of the Usual and Customary Charges. Benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

## ACCIDENTAL DEATH & DISMEMBERMENT

**Common Carrier:** You are covered for the amount purchased when You sustain covered Injuries: 1) received while a passenger (not as a pilot, operator or member of the crew) riding in, boarding or alighting from a public conveyance provided by a Common Carrier, and 2) resulting in any of the following losses within 180 days from the date of the accident.

**24-Hour:** You are covered 24 hours a day, up to the Maximum Benefit Limit, when You sustain covered Injuries resulting in any of the following losses within 180 days from the date of the accident. Benefits will be paid as follows: loss of life, both feet, both hands, both eyes, one hand and one foot, one hand and one eye or one foot and one eye - Maximum Benefit Amount; loss of one hand, one foot or one eye - one half of the Maximum Benefit Amount. Loss of hand or hands, or foot or feet, means complete and permanent severance at or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for the Injuries resulting from one accident. The benefit for loss of: a) two limbs; b) both eyes; or c) one limb and one eye is payable only when such loss results from the same accident.

If, while covered by this benefit, You are unavoidably exposed to the elements because of a covered accident and suffer a loss for which benefits are payable under this benefit, such loss will be covered. If, while covered by this benefit, You are in an accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which You are covered by this benefit, and Your body has not been found within 52 weeks from the date of the accident, it will be presumed, unless there is evidence to the contrary, that You suffered loss of life as a result of those Injuries.

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### MEDICAL EVACUATION/REPATRIATION

You are covered up to the Maximum Benefit Amount purchased for:

- **Medical Evacuation** which is determined by a Legally Qualified Physician and the authorized Assistance Company's medical director that an Injury or Sickness is acute or life threatening and adequate treatment is not available at a local Hospital. Transportation will be to the closest Hospital or medical facility capable of providing adequate treatment.
- **Medical Repatriation** when it is deemed Medically Necessary by a Legally Qualified Physician and the authorized Assistance Company for You to return home or to a Hospital near Your home for continued treatment. Transportation Expense incurred will be paid for You; a) to return to Your permanent residence or b) to be moved to a Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment; via one-way, Economy Transportation; or commercial upgrade, based on Your condition as recommended by the local attending Legally Qualified Physician and the authorized Assistance Company;
- **Repatriation of Remains:** In the event of covered death of You, occurring during the Covered Trip, the Company will pay either the cost of the actual expense incurred for preparation, standard container and transportation of the body or ashes of You to the outbound point of departure or for the reasonable cost for burial or cremation abroad, in either case not to exceed \$ 5,000.
- **Transportation** for the return trip home via Economy Transportation for any dependent children under age 18 who are accompanying You if You are confined to a Hospital for more than 7 consecutive days. If You are traveling alone and are confined to a Hospital for more than 7 consecutive days, this benefit will provide, upon request by You or next of kin, one round-trip Economy Transportation for a person of Your choice to visit You in the Hospital.

These benefits provide Economy Transportation which must be by the most direct route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre approved and arranged by the authorized Assistance Company.

Benefits are paid less the value of an unused return travel ticket. If benefits are payable under this coverage and You have other insurance that may provide benefits for this same loss, Old Republic Insurance Company reserves the right to recover from such other insurance.

If benefits are payable under MEDICAL EVACUATION / REPATRIATION and You have other insurance that may provide benefits for this same loss, Old Republic Insurance Company (Company) reserves the right to recover benefits from such other insurance. You shall: 1) notify the Company of any other insurance; 2) cooperate with the Company to exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits; 3) not do anything after the loss to prejudice the Company's rights; and 4) reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

### BAGGAGE & PERSONAL EFFECTS

You are covered up to the Maximum Benefit Amount for lost, stolen, or damaged baggage or personal items with a maximum reimbursement of up to \$300 per article. A combined maximum of \$600 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment. In addition, the following reimbursements will apply: 1) lost or stolen passport or visa (\$50 maximum); 2) lost or stolen credit cards (\$50 maximum for the cost associated with unauthorized use subject to verification that You has complied with all conditions of the credit card company).

The lesser of the following amounts will be paid: 1) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage; 2) the cost to repair or replace the article with material of a like kind and quality; or 3) \$300 per article.

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically scheduled under any other insurance.

### BAGGAGE DELAY

If Your checked baggage is delayed or misdirected by a Common Carrier while on Your Covered Trip for more than 24 hours from Your time of arrival at the destination other than Your residence, You are covered for the expense of necessary purchases of personal items up to the Maximum Benefit Amount as long as the expense is substantiated by receipts for purchases. The Common Carrier must certify the delay.

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### TRAVEL ASSISTANCE SERVICES

#### Travel Assistance Services include:

- Medical evacuation/ repatriation
- Hospital admission guarantee
- Inoculation information
- Passport/ visa information
- Lost baggage retrieval
- Prescription drug/eyeglass replacement
- Emergency cash transfer\*
- Repatriation of remains
- Medical or legal referral
- Translation service
- Bail bond\*

\*Payment reimbursement to the Assistance Company is Your responsibility

**For 24 HOUR Emergency Assistance While On Your Trip:**  
CALL TOLL FREE (800) 231-5857 (within the U.S. and Canada)  
OR COLLECT (905) 523-7066 (from all other locations)

For Questions Regarding Claims Only, Call (888) 322-6776

Travel Assistance Services are provided by an independent organization and not by Old Republic Insurance Company or Travellex Insurance Services. There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide Travel Assistance Services. They will however make all reasonable efforts to provide Travel Assistance Services and help You resolve Your emergency situation. Travel Assistance provides a variety of travel related services.

### WHEN YOU ARE COVERED

**"Effective Date"** is 12:01 a.m. following the date You pay the Travel Supplier Your protection plan cost.

**Trip Cancellation** begins on Your Effective Date. Coverage ends at the point and time of departure on Your Scheduled Departure Date.

**Trip Delay/Missed Connection** is in force while You are en route to or from the Covered Trip.

**All Other Coverages (Including Trip Interruption)** begin at 12:01 a.m. on Your Scheduled Departure Date of the Covered Trip or Your Effective Date, whichever is later, and ends at the point and time of return, on or before the Scheduled Return Date of the Covered Trip.

**Maximum trip length** is 180 days.

**Extension of Coverage:** If the duration of Your Covered Trip is prolonged and not completed during the policy period because of the delay (beyond the control of any person insured hereunder) of the means of transport by which You are traveling or was due to travel provided that such transportation was due to arrive at Your destination within the policy period and provided that the Covered Trip is completed with reasonable dispatch, the insurance is extended automatically beyond the expiry date without additional premium for a period of 72 hours. Should You be Hospitalized, coverage will be automatically extended for the period of the Hospital confinement and, in addition, 5 days after release for both You and one insured Traveling Companion.

### WHAT IS NOT COVERED

Benefits are not payable for Sickness, Injuries or losses of You and Your Traveling Companion: a) resulting from suicide, attempted suicide, or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only); b) resulting from a Terrorist Incident (except as specifically provided elsewhere in the policy), hostilities or an act of declared or undeclared war; c) while participating in maneuvers or training exercises of an armed service; d) while riding, driving or participating in races, or speed or endurance contests; e) while mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes or other special equipment); f) while participating as a member of a team in an organized sporting competition; g) while participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving; h) while piloting or learning to pilot or acting as a member of the crew of any aircraft; i) received as a result or consequence of being Intoxicated or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician; j) to which a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation; k) resulting from a governmental regulation or prohibition; l) **unless medically fit to travel at the time of purchase of coverage**; m) relating to a diagnosed Sickness from which no recovery is expected and for which only palliative treatment is provided and which carries a prognosis of death within 12 months of the policy Effective Date; n) resulting from non-physical Sickness such as mental, nervous, emotional or personality disorders in any form whatsoever unless the affected person is hospitalized for 3 consecutive days or more after the policy Effective Date; o) due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion; p) for dental treatment (except as coverage is otherwise specifically provided herein); q) due to a Pre-existing Condition, however the Pre-existing Condition limitation (except for the conditions in "m)" and "n)" above) is automatically waived for policies purchased within 14 days from the time the initial deposit is paid for the Covered Trip; r) where coverage has been purchased for travel to or through countries for which travel warnings have been issued by the United States Department of State at the time this insurance is purchased; or s) resulting from the intentional release of a biological material. For residents of California, benefits are not payable if during the 60 days prior to Your Effective Date, a Legally Qualified Physician advised You or Your Traveling Companion not to travel due to a Sickness or Injury.

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**For Baggage & Baggage Delay:** Benefits are not payable for: animals; automobile and automobile equipment, boats or other vehicles or conveyances, trailers, motors, aircraft, bicycles (except when checked as baggage with a Common Carrier); household effects and furnishings, antiques and collector's items; sunglasses (prescription or non-prescription), contact lenses; artificial teeth, dental bridges; hearing aids; prosthetic limbs; prescribed medications; keys; money, credit cards, tickets and documents (except as coverage is otherwise specifically provided herein), securities; stamps; professional or occupational equipment or property whether or not electronic business equipment, telephones, computer hardware or software.

**Maximum Limit of Liability:** All limits are applied per trip. The Company's maximum limit of liability resulting from the same occurrence will be \$10,000,000. If the loss for all Insureds from such an occurrence exceeds \$10,000,000 the Company will pay each Insured that proportion of the benefits stated which \$10,000,000 bears to the total loss of all persons insured under all travel and flight insurance in force under this policy.

## FILING A CLAIM IS SIMPLE

**To receive a claim form:** Within 30 days of your loss, call 1-888-322-6776, or send Your name, address, travel dates, details of Your loss along with the **ID#, Group # and Plan #** (listed at the top of this page) to:

Old Republic Insurance Company  
Travellex Claims Department  
4600 Witmer Industrial Estates, Suite 6  
Niagara Falls, NY 14305

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss within 90 days after the date of loss or as soon as is reasonably possible. Proof must, however be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. Therefore, be sure to obtain as applicable:

for trip cancellation/interruption claims: Your travel invoice, the cancellation or interruption date, original unused tickets/vouchers, the travel organizer's cancellation clause with regard to non-refundable losses. You will also be asked to provide proof of payment and related detailed medical documentation;

for trip delay claims: statement from party causing delay and receipts for covered expenses;

for medical claims: detailed medical statements from treating physicians where and when the accident or Sickness occurred; receipts for medical services and supplies;

for baggage and baggage delay claims: reports from parties responsible (i.e. airline, cruise line, etc.) for loss, theft, damage or delay. If applicable, a police report will be required. Please obtain receipts for lost or damaged items.

Benefits under any coverage will not be paid for expenses reimbursed or services provided by any other source. Benefits cannot be duplicated under this Protection Plan.

Unless You otherwise designate a beneficiary, or in the event the designated beneficiary predeceases You, indemnity for loss of life will be paid to the first of the following surviving beneficiaries: Your spouse; child or children, jointly; parents, jointly if both are living, or the surviving parent, if only one survives; brothers and sisters jointly; or Your estate.

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### GENERAL POLICY PROVISIONS

**Plan Costs and Fees:** All protection plan costs and fees are non-refundable. In the event the plan cost paid for coverage is less than the required plan cost for coverage, benefits will be paid in direct proportion of the actual amount paid to the required plan cost due.

**Medical Records:** In the event of a claim, the Company reserves the right to review any and all of Your medical records, whether or not the contents of such records were made known to You.

**Duplicate Coverage:** If You have two or more Protection Plans underwritten by the Company that duplicate benefits, You will be paid up to the highest benefit amount under only one plan for each Covered Trip.

**Subrogation:** The Company, upon making any payment or assuming liability thereon under this policy, shall be subrogated to all rights of Your recovery against any person or corporation and may bring action in the name of the covered person to enforce such rights.

**Coordination of Benefits:** If an Insured is entitled to similar benefits through any other insurer the benefits payable under this insurance shall be coordinated so that total benefits from all insurers shall not exceed the actual loss insured.

**Errors or Mis-payments:** If any benefit is paid in error or payment is made in excess of the amount allowed under the provisions of this policy, the Company reserves the right to recover the excess or ineligible payment from You, Your estate, any institution, insurer or person to whom the payment was made.

**Currency:** All monies described in this policy are expressed in United States of America currency.

**Limitations of Time for Bringing Suit:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by the policy.

**Limitations Controlled by Statute:** If any time limitation of this policy with respect to giving notice of claim or furnishing proof of loss is less than permitted by the laws of the jurisdiction of the United States in which the Insured resides at the time this policy is issued, such limitation is extended to agree with the minimum period permitted by such law.

Notice to Residents of Florida: The Benefits of the Plan providing Your coverage are governed primarily by the law of a state other than Florida. Your homeowners policy, if any, may provide coverage for loss of personal effects provided by the Baggage and Personal Effects coverage.

Note: This plan contains disability insurance benefits or health insurance benefits, or both, that only apply during the Covered Trip. You may have coverage from other sources that already provides You with these benefits. You should review Your existing policies. If you have any questions about Your current coverage, call Your insurer or health plan provider.

### STATE EXCEPTIONS

#### Oregon -

Clerical Error: Clerical Error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void coverage if it is otherwise validly in force; nor will it continue coverage if it is otherwise validly terminated under the terms of this Policy.

Conformity with State Statutes: The provisions of this Policy must conform to the laws of the state in which it was issued. If they do not, they are hereby amended to conform.

**Kansas -** Under GENERAL POLICY PROVISIONS, "Subrogation" does not apply to reimbursement of medical, surgical, hospital or funeral expenses.

**New York -** Under WHAT IS NOT COVERED the following apply:

- 1) "while sane or insane" is deleted;
- 2) add "professional" in front of "mountaineering";
- 3) replace "scuba diving and deep sea diving" with "professional scuba diving (any diving that requires more than an "Open Water 1" certification from PADI, NAUI, or other recognized diving certification organization.);"
- 4) delete "due to normal childbirth, normal pregnancy (except complications of pregnancy); or 5) due to a condition for which the Insured had received advice, two months prior to coverage effective date, from a Legally Qualified Physician advising against travel. Under GENERAL POLICY PROVISIONS, "Subrogation" does not apply to Accident & Sickness Medical Expense or AD&D.

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### PROTECTION PLAN DEFINITIONS

**"Additional Transportation Cost"** means the actual cost incurred for one-way, Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

**"Baggage and Personal Effects"** means goods being used by You during a Covered Trip. (See WHAT IS NOT COVERED.)

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

**"Business Partner"** means an individual who: a) is involved in a legal general partnership with You; and b) is actively involved in the day-to-day management of Your business.

**"Common Carrier"** means any public land, air or water conveyance operating under a valid license providing for the transportation of passengers for hire.

**"Covered Expense"** means expense incurred for services and supplies: a) listed below; and b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to: the services of a Legally Qualified Physician; Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a hospital room for recovery of an Injury or Sickness); transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

**"Covered Trip"** means schedule trips, tours or cruises for which: a) coverage is requested; and b) the required plan cost is paid prior to the Scheduled Departure Date

**"Default"** means the inability to provide contracted services due to a material financial failure.

**"Economy Transportation"** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for the Covered Trip, reduced by the value of an unused return travel ticket.

**"Eligible Person"** means a resident of the United States or a person who purchases this insurance within the United States.

**"Family Member"** means You or Your Traveling Companion's: legal spouse or common-law spouse (where legal), legal guardian, legal ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece, nephew

or Key Person, provided the Family Member resides in the United States, Canada or Mexico.

**"Hospital"** means: a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and an x-ray facility; c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a Hospital or institution licensed or used principally: 1) for treatment or care of drug addicts or alcoholics; or 2) as a clinic, continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

**"Injury" or "Injuries"** mean accidental bodily Injuries received while protected under this coverage and resulting in loss independently of Sickness and all other causes and certified by a Legally Qualified Physician.

**"Intoxicated"** means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**"Key Person"** means a) an employed caregiver of a dependant of You or Your Traveling Companion or b) a person to whom You or Your Traveling Companion is not married and with whom You or Your Traveling Companion has cohabited for 12 continuous months.

**"Legally Qualified Physician"** means a physician or a Christian Science Practitioner: a) other than You, a Traveling Companion or a Family Member; b) practicing within the scope of his or her license; and c) recognized as a physician in the place where the services are rendered.

**"Maximum Benefit Amount"** means the maximum amount payable for each coverage as shown on the Schedule of Benefits.

**"Medical Treatment"** means treatment, advice or consultation by a Legally Qualified Physician.

**"Medically Necessary"** means a service or supply which: a) is recommended by the attending Legally Qualified Physician; b) is appropriate and consistent with the diagnosis in accordance with accepted standards of community practice; c) could not have been omitted without adversely affecting Your condition or quality of medical care; d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and e) is not considered experimental unless coverage for experimental service or supplies is required by law.

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**"Organized Labor Strike"** means any stoppage of work: a) as a result of a combined effect of workers which was unannounced and unpublished at the time this policy was purchased; and b) which interferes with the normal departure and arrival of a Common Carrier.

**"Pre-existing Condition"** means any Injury, Sickness or condition (including any condition from which death ensues) of the Insured or his/her Traveling Companion, the Insured and/or his/her Traveling Companion's Family Member or the Insured's Business Partner which within the sixty (60) day period prior to the Effective Date of the Insured's Protection Plan coverage under this plan; a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or c) required Medical Treatment or treatment was recommended by a Legally Qualified Physician. (Note, In California, part "a" is not applicable.)

**"Published Penalties"** means any published cancellation penalties issued by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of the Covered Trip sale. The maximum amount reimbursable under the travel agencies Published Penalties is 10% of the Covered Trip cost (excluding taxes and other non-commissionable items) or 10% of the amount You have paid, whichever is less. The maximum payable under any one claim is the Covered Trip cost, excluding taxes and other non-commissionable items.

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

**"Scheduled Return Date"** means the date You are originally scheduled to return to the point of origin or the original final destination.

**"Sickness"** means an illness or disease which is diagnosed or treated by a Legally Qualified Physician after the Effective Date of Your plan and while You are covered under this plan.

**"Terrorist Incident"** means the unsanctioned and illegal use of violence which caused destruction of property, Injury, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal or result. A Terrorist Incident does not include general civil disturbance, rioting, an act of war (declared or undeclared) or the intentional release of a biological material. The Terrorist Incident must be documented in a travel warning issued by the United States Department of State advising that one should not travel to Your country of destination or, for U.S. cities, reported by the major news media.

**"Transportation Expense"** means: a) the cost of the conveyance of You and any medical personnel (if Medically Necessary); and b) Medically, Necessary services and supplies.

**"Travel Arrangements"** means: a) transportation; b) accommodations; and c) other specified services arranged by the Travel Supplier for the Covered Trip.

**"Traveling Companion"** means a person or persons, up to a maximum of 4 people, with whom a covered person is sharing the same room accommodations.

**"Travel Supplier"** means any entity or organization that coordinates or supplies travel services for You.

**"Usual and Customary Charges"** means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

**"You" or "Your"** means an individual who has purchased a Covered Trip and for whom the required rate for this Protection Plan has been paid.