

## PLAN DESCRIPTION

# TRAVEL PROTECTION

### SECTION I

#### Penalty Waiver

Allows travelers to cancel for any reason and receive a full refund excluding the cost of the travel protection. Please note that the Penalty Waiver does not cover "No-Show" situations where clients do not check in, denied boarding situations, additional costs incurred as a result of a change in the per person occupancy rate, or unused or partially used components or features.

- Cancellation must be made with the Vacation Provider prior to your scheduled departure date.

**IMPORTANT** – The Penalty Waiver described in Section I above is provided by the Vacation Provider. Details regarding this program as well as penalty information are outlined in the Vacation Provider's Terms & Conditions/Bill of Rights.

Policy No. 3212-9500480

### SECTION II

#### Schedule of Coverages and Services

#### MAXIMUM BENEFITS (Per Person)



#### PART A - TRAVEL ARRANGEMENT PROTECTION

Trip Interruption .....	Total Trip Cost
Trip Delay .....	\$.500 (\$100 /Day)



#### PART B - MEDICAL PROTECTION

Emergency Evacuation .....	\$15,000
Accident Medical Expense .....	\$10,000
Sickness Medical Expense .....	\$10,000
Repatriation of Remains .....	\$15,000



#### PART C - BAGGAGE PROTECTION

Baggage/Personal Effects .....	\$.1500
Baggage Delay .....	\$.400 (\$100/Day)



#### PART D - TRAVEL ACCIDENT PROTECTION

Accidental Death & Dismemberment .....	
Air Common Carrier .....	\$.20,000



#### PART E - WORLDWIDE EMERGENCY ASSISTANCE (AIG Assist)

Emergency Cash Transfer Assistance .....	.24 Hours
Medical Consultation & Monitoring .....	.24 Hours
Emergency Legal Assistance .....	.24 Hours
Traveler's Assistance .....	.24 Hours
Emergency Medical & Dental Assistance .....	.24 Hours
Lost Travel Document Assistance .....	.24 Hours
Emergency Medical Payment Assistance .....	.24 Hours

The coverages in Section II are underwritten by National Union Fire Insurance Company of Pittsburgh, PA under Policy No. 1274-9500188. All details outlined in this section pertain only to the protection as indicated in the Schedule of Coverages and Services.

This coverage is valid only if the appropriate plan cost has been paid. The benefits provided in this plan are subject to certain restrictions and exclusions, including the Pre-Existing Condition exclusion. Please read this brochure in its entirety for a complete description of all coverage exclusion terms and conditions. **Note:** Words beginning with capital letters are defined within this text.



#### PART A - TRAVEL ARRANGEMENT PROTECTION

**Trip Interruption** - In the event You are prevented from continuing Your Trip because: (a) You, a Traveling Companion, or an Immediate Family member suffers an Injury, Sickness, or death; or (b) You or Your Traveling Companion: (i) is hijacked, quarantined, required to serve on a jury, or subpoenaed; (ii) has a home made uninhabitable by fire, flood, earthquake, hurricane, or other natural disaster; or (iii) is directly involved in a documented traffic accident while en route to departure, the Insurer will pay benefits, up to Your total Trip cost, for unused, non-refundable land or sea expenses prepaid to the Vacation Provider and/or the airfare paid, less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea Arrangements (limited to the cost of one-way economy airfare, or first-class if Your original tickets were first-class, by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets).

The Insurer will also pay benefits, up to \$100 per day, for reasonable additional accommodation and transportation expenses incurred to remain near a covered traveling Immediate Family member or Traveling Companion who is hospitalized during Your Trip.

**Special Conditions:** You must advise your travel agent, the Vacation Provider, and BerkelyCare, the Claims Administrator, as soon as possible in the event of a claim. The Insurer will not pay benefits for any additional charges incurred that would not have been charged had You notified these parties as soon as reasonably possible.

In no event shall the amount reimbursed exceed the amount You prepaid for Your Trip.

**Please Note:** Benefits will not be paid for expenses not refunded due to the airline's or the Vacation Provider's insolvency. All covered reasons for interruption of Your Trip must first occur after Your effective date of coverage.

**Trip Delay** - The Insurer will pay benefits for Covered Expenses, up to \$500 (\$100 per day), if Your Trip is delayed for 12 hours or more due to inclement weather, strike or other job action, or equipment failure of an Air Common Carrier; a traffic accident in which You or Your Traveling Companion is not directly involved; lost or stolen passports, travel documents, or money; hijacking; natural disaster; civil commotion or riot.

Covered Expenses include any prepaid, unused, non-refundable Land/Sea Arrangements, any reasonable additional expenses for meals and lodging, and the cost of a one-way economy airfare ticket to catch up to Your Land/Sea Arrangements or to return to the place of origin shown on the travel documents.



#### PART B - MEDICAL PROTECTION

#### Emergency Evacuation

The Insurer will pay benefits for Covered Expenses, up to \$15,000, if an Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a legally licensed Physician who certifies that the severity of Your Injury or Sickness warrants an Emergency Evacuation.

#### Emergency Evacuation means:

- a) Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest hospital where appropriate medical treatment can be obtained; and/or
- b) after being treated at a local hospital, Your medical condition warrants Transportation to Your origination point to obtain further medical treatment or to recover.

Covered Expenses are customary and reasonable expenses, up to \$15,000, for Transportation, medical services and medical supplies necessarily incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for Your evacuation must be by the most direct and economical route possible. Expenses for medical services and supplies must be recommended by the attending Physician. All Transportation arrangements made for Your evacuation must be by the most direct and economical route possible. Expenses for Special Transportation must be:

- a) recommended by the attending Physician;
- b) required by the standard regulations of the conveyance transporting You; AND
- c) verified, approved, and arranged in advance by AIG Assist.

Transportation means any land, water, or air conveyance required to transport You during an Emergency Evacuation. Special Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

The Insurer will not cover any expenses provided by another party at no cost to You or already included in the cost of the Trip. In no event will the benefits paid for Emergency Evacuation expenses exceed the coverage limit of \$15,000.

**Additional Covered Expenses:** If You are hospitalized for more than seven (7) days following a covered Emergency Evacuation, the Insurer will pay: (a) to return Your accompanying dependent children under age 25 to their home, limited to the cost of one-way economy airfare, less the value of applied credit from an unused return travel ticket, with an attendant if necessary; and/or (b) up to the cost of round-trip economy airfare to bring a person chosen by You to and from Your bedside if You are alone. These expenses must be authorized in advance by AIG Assist.

#### Accident and Sickness Medical Expense

The Insurer will pay benefits, up to \$10,000, if You incur necessary Covered Medical Expenses as a result of an Injury or, up to \$10,000, if You incur necessary Covered Medical Expenses as a result of Sickness. The accident causing such Injury must occur while You are covered under the policy, and the Sickness must first manifest itself during Your Trip. You must receive initial treatment within ninety (90) days of the accident which caused the Injury or the onset of the Sickness. All services, supplies, or treatment must be received within 52 weeks of the date of the accident or the onset of the Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include the services of a legally qualified Physician, surgeon, graduate nurse, dentist, or osteopath; charges for hospital confinement and use of operating rooms; charges for anesthetics (including administration), x-ray examinations or treatments and laboratory tests; ambulance service; drugs, medicines, and therapeutic services and supplies. The Insurer will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished.

#### Repatriation of Remains

The Insurer will pay the reasonable Covered Expenses incurred, up to \$15,000, to return Your body to Your point of origin if You die during the Trip. Covered Expenses include expenses for embalming, cremation, coffin for repatriation, and transportation.

**IMPORTANT:** Benefits are subject to the Pre-Existing Condition exclusion detailed on Page 4 and other exclusions listed on Pages 6-7.

#### PRE-EXISTING CONDITIONS

THE INSURER WILL NOT PAY UNDER COVERAGES IN PARTS A & B (EXCEPT TRIP INTERRUPTION CLAIMS RESULTING FROM DEATH, EMERGENCY EVACUATION, AND REPATRIATION OF REMAINS) FOR ANY CLAIMS ARISING FROM ANY INJURY, SICKNESS, OR OTHER CONDITION AFFECTING YOU, A TRAVELING COMPANION, OR AN IMMEDIATE FAMILY MEMBER BOOKED TO TRAVEL WITH YOU, WHICH, WITHIN THE 60-DAY PERIOD BEFORE PAYMENT WAS RECEIVED BY THE VACATION PROVIDER FOR THIS PROTECTION PLAN: (A) FIRST MANIFESTED ITSELF, WORSEMED, BECAME ACUTE, OR HAD SYMPTOMS WHICH WOULD CAUSE ONE TO SEEK DIAGNOSIS, CARE OR TREATMENT; (B) REQUIRED TAKING PRESCRIBED DRUGS OR MEDICINE UNLESS THE CONDITION FOR WHICH THE PRESCRIBED DRUG OR MEDICINE WAS TAKEN REMAINED CONTROLLED WITHOUT ANY CHANGE IN THE REQUIRED PRESCRIPTION; OR (C) REQUIRED TREATMENT OR TREATMENT WAS RECOMMENDED BY A PHYSICIAN.

If you have any questions concerning this exclusion, please call BerkelyCare, the Claims Administrator, at 1-(800) 527-3522 for further clarification.



#### PART C - BAGGAGE PROTECTION

#### Baggage/Personal Effects

The Insurer will reimburse You, up to \$1,500, for loss, theft, or damage to baggage and personal effects. The Insurer will pay the lesser of the following: original cash value of the item less depreciation as determined by the Insurer; or cost of repair or replacement. The maximum benefit per article is \$250. There will be a combined maximum limit of \$500 for the following: jewelry; watches; articles consisting in whole or in part of silver, gold, or platinum; furs; articles trimmed with or made mostly of fur; and cameras and their related equipment.

#### Baggage Delay

You will be reimbursed for expenses of necessary personal effects, up to \$400 (\$100 per day), if Your checked baggage is delayed or misdirected by an Air Common Carrier for more than 24 hours from the time You arrived at the destination stated on Your ticket. You must be a ticketed passenger on an Air Common Carrier.

#### EXCESS INSURANCE PROVISION

THE COVERAGES PROVIDED UNDER PARTS A, B, AND C SHALL BE IN EXCESS OF ALL OTHER VALID AND COLLECTIBLE INSURANCE OR INDEMNITY AND SHALL APPLY ONLY WHEN SUCH OTHER BENEFITS ARE EXHAUSTED.



#### PART D - TRAVEL ACCIDENT PROTECTION

#### Accidental Death & Dismemberment

If You sustain an Injury on the Trip while as a passenger in, on, boarding or alighting from an Air Common Carrier which results in death or loss of limb, eyesight, speech, or hearing within 365 days of the date of the accident, the Insurer will pay the largest applicable amount as follows: the benefit amount shown in the Schedule of Coverages for death, loss of speech and hearing in both ears, or loss of any combination of two hands, feet, or eyes; one-half the benefit amount for loss of any one of these; and one-quarter the benefit amount for loss of thumb and index finger of the same hand. In no event will the Insurer pay more than the maximum benefit amount shown on the Schedule of Coverages for all losses due to the same accident.

Beneficiary: Your estate, unless notice of a designated beneficiary is provided to BerkelyCare, the Claims Administrator.



#### PART E - WORLDWIDE EMERGENCY ASSISTANCE (AIG Assist)

AIG Assist provides a 24-hour emergency telephone assistance service for Your benefit so that, in the event of an emergency during the term of this coverage, English-speaking help and advice may be furnished.

#### Pre-Trip Health, Safety & Weather Information

AIG Assist can provide updated information on passport and visa requirements, vaccination information, travel advisories, or even expected weather at Your destination.

#### Travel Changes

AIG Assist can effect changes to Your itinerary should delays or cancellations affect Your flights or hotel reservations.

#### Lost Luggage Assistance

AIG Assist can provide assistance when coordinating delivery or re-routing of misplaced luggage when checked with a Common Carrier.

#### Emergency Cash Transfer Assistance

If You need emergency cash during Your Trip, AIG Assist can help arrange a transfer through Your credit cards, family, friends, employer, or similar source.

#### Medical Consultation and Monitoring

Should You need local medical care during Your Trip, AIG Assist can assist in contacting Your personal Physician or family, if necessary, to provide information on the care You are receiving.

#### Emergency Legal Assistance

During the course of Your Trip, You may visit many foreign countries. Should any problems arise requiring legal assistance, AIG Assist can help You find English-speaking local counsel.

#### Emergency Medical and Dental Assistance

Unexpected medical and dental emergencies can happen anywhere, anytime. You may be in unfamiliar surroundings when You suddenly need medical or dental care. AIG Assist can help You locate an English-speaking Physician or dentist or the nearest qualified medical facility, and can also assist in arranging for special emergency medical transportation, such as an air ambulance.

#### Lost Travel Documents Assistance:

AIG Assist's multilingual staff can provide assistance in handling unexpected complications such as lost passports, tickets, luggage, or other valuable travel documents or belongings.

#### Emergency Medical Payment Assistance:

Many foreign hospitals require immediate settlement of bills before treatment or may withhold Your passport until they receive full payment. Physicians and hospitals worldwide can contact AIG Assist to arrange, if required, immediate settlement of Covered Medical Expenses if other sources are not available.

TO ACCESS EMERGENCY ASSISTANCE,  
CALL 1-(800) 543-3797 OR,  
FROM OUTSIDE THE U.S. OR CANADA, CALL  
COLLECT: 1-(972) 699-0200, OR  
FAX: 1-(713) 974-3422

Note that the problems of distance, information and communications make it impossible for National Union Fire Insurance Company of Pittsburgh, PA, BerkelyCare, or AIG Assist to assume any responsibility for the availability, quality, use or results of any emergency service. In all cases, You are still responsible for obtaining, using, and paying for Your own required services of all types.

## DEFINITIONS

1. "Air Common Carrier" - means an air conveyance operating under a valid license for the transportation of passengers for hire.
2. "Business Partner" - means an individual who is: (a) involved with You in a legal partnership; and (b) actively involved in the day-to-day management of the business.
3. "Domestic Partner" - means a person who is at least 18 years of age and has met the following requirements for at least six (6) months: (1) resides with You; and (2) shares financial assets and obligations with You. The Insurer may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.
4. "Immediate Family" - means children, step- or adopted children, children-in-law, parents, step-parents, parents-in-law, siblings, step-siblings, siblings-in-law, grandparents, grandchildren, legal or common law spouse (including Domestic Partner), aunts, uncles, nieces, and nephews or a Business Partner of You or Your Traveling Companion.
5. "Injury" - means injury caused by an accident occurring while this plan is in force and resulting directly and independently of all other causes in loss covered by this plan. The Injury must be verified by a Physician.
6. "Insurer" - means National Union Fire Insurance Company of Pittsburgh, PA.
7. "Land/Sea Arrangements" - means land and/or sea arrangements made by the Vacation Provider.
8. "Physician" - means a licensed practitioner of the healing arts acting within the scope of his/her license. The treating Physician may not be You, an Immediate Family member, or a Traveling Companion.
9. "Sickness" - means an illness or disease which is diagnosed or treated after the effective date of coverage and while You are covered under this plan.
10. "Traveling Companion" - means one person who is booked to share the same room accommodations as You during the Trip.
11. "Trip" - means prepaid Land/Sea Arrangements and shall include flight connections to join and depart such Land/Sea Arrangements provided such flights are scheduled to commence within 2 days of the Land/Sea Arrangements.
12. "Vacation Provider" - means The Mark Travel Corporation brand providing your Trip: ATA Vacations, Fabugo, Funjet Vacations, Midwest Airlines Vacations, Spirit Vacations, or Vacations by Adventure Tours.
13. "You" or "Your" - means a person who has purchased a Trip and who has paid the required plan cost for the coverage provided hereunder.

## EXCLUSIONS

Naturally, as with any protection program, limitations exist. These exclusions enable us to provide a broad range of benefits at an economical cost to You, without the necessity of medical questionnaires, and to supplement Your existing insurance plans.

### THIS PROTECTION PLAN DOES NOT COVER:

**IN PARTS A & B** (except Trip Interruption claims resulting from death, Emergency Evacuation, and Repatriation of Remains):

### ANY LOSS CAUSED BY OR RESULTING FROM:

Pre-Existing Conditions.

### IN PARTS A, B, & D:

#### ANY LOSS CAUSED BY OR RESULTING FROM:

Sickness or disease except as provided for in the policy; war or any act of war whether declared or not; while serving as a member of the armed services; while or as a result of riding in any device for aerial navigation other than as provided for in the policy; participation in any professional, semi-professional, or inter-scholastic team sports; being under the influence of drugs or intoxicants unless prescribed by a duly licensed Physician; participation in any felonious act or attempt thereof; scuba diving; skydiving; snowskiing; hang gliding; parachuting (not including parasailing); contests of speed; elective surgery; elective, non-emergency dental treatment or surgery; elective abortion; normal pregnancy, except if hospitalized; mental or nervous disorders, except if hospitalized.

### IN PART C:

#### ANY LOSS OF OR DAMAGE TO:

animals; automobiles and their equipment; boats; motors; motorcycles; other conveyances and their equipment (except bicycles while checked as baggage with an Air Common Carrier); household furniture; eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; money and securities; tickets and documents; sporting equipment if loss or damage results from the use thereof.

### ANY LOSS CAUSED BY OR RESULTING FROM:

breakage of brittle or fragile articles such as cameras, musical instruments, radios, and similar property; wear and tear gradual deterioration; insects or vermin; inherent vice or damage; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; theft or pilferage while left unattended in any vehicle; mysterious disappearance.

### IN PART D:

#### ANY LOSS CAUSED BY OR RESULTING FROM:

suicide or attempted suicide while sane; intentionally self-inflicted injuries.

## TERM OF COVERAGE

- 1) This protection is valid only upon payment in advance of the total required plan cost in advance of any losses and will not cover any losses suffered prior to purchase.
- 2) The coverages and services provided take effect at 12:01 A.M. local time at Your location on the contracted departure date of Your Land/Sea Arrangements. All coverages shall terminate on the earlier of the following: (a) Your return to Your origination point (as specified in the travel tickets); (b) 11:59 P.M. local time at Your location on the day the Land/Sea Arrangements are completed.
- 3) The duration of coverage shall be extended under the following conditions: (a) when You commence air travel from Your origination point: (i) within 2 days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; (ii) greater than 2 days before the commencement of the Land/Sea Arrangements, the extension coverage shall be provided only on the day of Your air travel; and (b) if You return to Your origination point: (i) within 2 days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; (ii) greater than 2 days after the completion of the Land/Sea Arrangements, the extension coverage shall be provided only on the day of Your air travel.

## CLAIMS PROCEDURE

POLICY NO. 3212-9500480

- 1) **EMERGENCIES ARISING DURING YOUR TRIP:** For covered emergencies requiring evacuation or interruption of Your Trip, call AIG Assist immediately at the numbers below. Identify yourself by the above policy number and give the details of Your problem or medical emergency.
- 2) **CLAIMS NOTIFICATION UPON YOUR RETURN:** Report Your claim as soon as possible to BerkelyCare, the Claims Administrator. Provide the above policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, BerkelyCare will promptly forward You the appropriate claim form to complete.

**IMPORTANT:** In order to facilitate prompt claims settlement upon Your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the accident or Sickness occurred; receipts for medical services and supplies; receipts from the hospital; police reports or claims reports from parties responsible (e.g., airline, hotel, etc.) for loss, theft, damage, or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of any delay.

## WHERE TO REPORT CLAIMS

### 1. WORLDWIDE EMERGENCY ASSISTANCE (AIG Assist)

For traveler's assistance or emergencies during Your Trip, call:

Within the U.S. and Canada: 1-(800) 543-3797  
Outside the U.S. and Canada, call collect: 1-(972) 699-0200  
Fax: 1-(713) 974-3422

\* If You have any difficulty making this collect call, contact the local phone operator to connect You to a U.S.-based, long-distance service. In this case, please let the Assistance Provider answering the phone know the number You are calling from, so that he/she may call You back. Any charges for the call will be considered reimbursable benefits.

### 2. FOR ALL OTHER CLAIMS:

Contact the Claims Administrator:  
**BerkelyCare**  
300 Jericho Quadrangle  
P.O. Box 9022  
Jericho, NY 11753  
www.travelclaim.com  
1-(800) 527-3522 or 1-(516) 342-2500  
Office Hours:  
8AM - 10PM (EST), Monday - Friday  
9AM - 5PM (EST), Saturday

## ENROLLMENT PROCEDURE

- 1) In order to quickly effect coverage and protect Your Trip deposit(s), make payment for the applicable plan cost to Your travel agent.
- 2) Benefits are extended, at no additional charge, to children 2 years of age or under traveling with an accompanying adult(s), as long as ALL accompanying adult(s) purchase their own Travel Protection Program(s). All coverages, except Trip Interruption, are subject to a combined maximum benefit amount for the insured adult and covered children equal to twice the individual adult insured's limit.
- 3) PLEASE NOTE: Payment for this Passenger Travel Protection Program may not be accepted after the Trip cost has been paid in full.

This program was designed for the Passengers of  
The Mark Travel Corporation by: CD Benefit



Should You have any questions regarding the benefits and coverages, please call:



This plan was designed and is administered by BerkelyCare<sup>SM</sup>  
**IN CALIFORNIA:** BerkelyCare<sup>SM</sup> is a service mark of Aon Direct Insurance Administrators, CA Insurance License #0795465.  
**IN ALL OTHER STATES:** BerkelyCare<sup>SM</sup> is a division of Affinity Insurance Services, Inc. in all other states other than CA, except: AIS Affinity Insurance Agency, Inc. in MN and OK and AIS Affinity Insurance Agency in NH and NY

1-(800) 527-3522 or (516) 342-2500  
Office Hours:  
8 AM - 10 PM (EST), Monday - Friday  
9AM - 5PM (EST), Saturday

This plan is underwritten by:  
National Union Fire Insurance Company of Pittsburgh, PA  
Executive Offices: New York, New York



### Notice to State of Washington Residents:

This is NOT your insurance policy.  
To obtain your state-specific insurance policy,  
call 1-800-453-4090.

Certain provisions and limitations detailed in this Description of Coverage may differ from your insurance policy.



Designed by:  
CD Benefit

## International & Hawaii

# HOTEL ONLY DURING TRAVEL PLAN DESCRIPTION

This program becomes valid when the appropriate program cost is received by The Vacation Provider. Please keep this document as Your record of coverage.