

No coverage is in force unless payment has been made for this plan. When TLC Travel Protection receives your payment for this plan, this brochure becomes your Certificate of Protection and Description of Services.

Important: Keep this document and carry a copy with you when you travel. If you need to cancel or change your lodging reservation, contact TLC Travel Protection immediately.

Coverages

	Maximum Limit Per Reservation
Lodging Cancellation	100% of Lodging Cost
Lodging Interruption	100% of Lodging Cost
Travel Delay	\$250
Emergency Assistance	\$250

Cost

The cost of the protection plan premium is 8% of your reservation total. This includes the lodging, damage, and reservation fees. To purchase this plan, make payment no later than with your final trip payment. To qualify for the Pre-Existing Conditions Exclusion Waiver, you MUST purchase plan with your initial trip deposit.

Satisfaction Guarantee

If you're not completely satisfied, return your Certificate of Protection within 10 days of your application date, or receipt of this document, whichever is later, to your vacation rental company and include a letter indicating your desire to cancel. After this 10 day period, the payment for this plan is non-refundable.

Coverage Eligibility

Any person who has arranged to take a Covered Trip, pays the required premium, and is a resident of the United States of America or Canada.

Coverage Period Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of:

- (1) The date the premium has been received by your rental company;
- (2) The date and time you start your Covered Trip; or
- (3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip. Pre-Departure Trip Cancellation coverage will take effect at 12:01 A.M. Standard Time after the date your premium is received by your rental company. Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Trip if the required premium payment is received.

Coverage Period Ends

Coverage automatically ends on the earlier of:

- (1) The date the Covered Trip is completed;
- (2) The Scheduled Return Date;
- (3) Cancellation of the Covered Trip covered by the Policy.

SUMMARY OF COVERAGES

Pre-Departure Lodging Cancellation

We will pay a Pre-Departure Lodging Cancellation Benefit, up to the amount in the Schedule, if you are prevented from taking your Covered Trip due to your, a Family Member's, Traveling Companion's, Domestic Partner's Sickness, Injury, or death, that occurs before departure on your Covered Trip. The Sickness or Injury must:

- (a) Commence while your coverage is in effect under the Policy;
- (b) Require the examination and/or treatment by a Physician, in person, at the time the Covered Trip is canceled; and
- (c) In the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Trip.

Pre-Departure Lodging Cancellation Benefits

We will reimburse you, up to the amount in the Schedule, for the amount of forfeited, prepaid, non-refundable, and non-refunded, unused published payments or deposits that you paid for your Covered Trip. We will pay your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is canceled and your Covered Trip is not canceled.

Post-Departure Lodging Interruption

We will pay a Post-Departure Lodging Interruption Benefit, up to the amount in the Schedule, if:

- (1) Your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or
- (2) You are unable to continue on your Covered Trip after you have departed on your Covered Trip due to your, Family Member's, Traveling Companion's, Domestic Partner's Sickness, Injury, or death. The Sickness or Injury must:
 - (a) Commence while your coverage is in effect under the Policy;
 - (b) Commence while you are on your Covered Trip and your coverage is in effect under the Policy, and
 - (c) Require the examination and/or treatment by a Physician, in person, at the time the Covered Trip is interrupted or delayed; and
 - (d) In the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Trip or to prevent you from continuing your Covered Trip.

We will pay a benefit if:

- (1) Your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or
- (2) You are unable to continue on your Covered Trip after you have departed due to Other Covered Events, as defined.

Travel Delay

If your Covered Trip is delayed for 12 hours or more, we will reimburse you, up to \$250 for reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible. Travel Delay must be caused by or result from:

- (1) Common Carrier delay; or
- (2) Loss or theft of your passport(s), travel documents or money; or
- (3) Quarantine; or
- (4) Hijacking; or

- (5) Natural disaster or adverse weather; or
- (6) You being directly involved in a documented traffic accident while you are en route to departure; or
- (7) Unannounced strike; or
- (8) A civil disorder; or
- (9) Your, a Family Member traveling with the Protected, a Domestic Partner's traveling with the Protected or a Traveling Companion's Injury or Sickness; or
- (10) A Family Member traveling with the Protected, Domestic Partner's traveling with the Protected, or a Traveling Companion's death.

Emergency Assistance Benefits

We will pay this benefit, up to the amount on the Schedule, for the following Covered Expenses incurred by you, subject to the following:

- (1) Covered Expenses will only be payable at the Usual and Customary level of payment.
- (2) Benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Trip;
- (3) Benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses which exceeds the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance. Please refer to the Definitions for an explanation of Pre-Existing Conditions which are excluded under the Emergency Assistance Benefits.

Covered Expenses:

- (1) Expenses incurred by you for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to the Program Medical Advisor's prior approval;
- (2) Expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to your place of residence in the United States of America or Canada, when deemed medically necessary by the attending Physician, subject to the Program Medical Advisor's prior approval;
- (3) Expenses for transportation not to exceed the cost of one round-trip economy class airfare to the place of hospitalization for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 10 days;
- (4) Expenses for transportation not to exceed the cost of one-way economy class airfare to your place of residence in the United States of America or Canada, including escort expenses, if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to the Program Medical Advisor's prior approval;
- (5) Expenses for one-way economy class airfare (or first class, if your original tickets were first class) to your place of residence in the United States of America or Canada, from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the Policy.

Definitions

In this Policy, “you,” “your” and “yours” refer to the Protected. “We,” “us” and “our” refer to the company providing this protection coverage. In addition, certain words and phrases are defined as follows:

Accident means a sudden, unexpected, unintended and external event, which causes Injury.

Common Carrier means any land, water or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs, rented, leased or privately owned motor vehicles.

Covered Trip means a period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the protected enrolls; the trip does not exceed 105 days.

Domestic Partner means a person who is at least 18 years of age and you can show:

- (1) Evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations;
- (2) Evidence of cohabitation for at least the previous 6 months, and
- (3) An affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

Elective Treatment and Procedures means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that were deemed by the federal, or a state or local government authority or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

Family Member includes your or the Traveling Companion’s dependent, spouse, child, spouse’s child, son-in-law, daughter-in-law, parent(s), sibling(s), brother, sister, grandparent(s), grandchild, step-brother, step-sister, step-parent(s), parent(s)-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

Financial Insolvency means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline or other supplier of travel services which is duly licensed in the state(s) of operation other than the organization, agency or firm from whom you directly purchased or paid for your Covered Trip.

Home means your primary or secondary residence.

Hospital means an institution which meets all of the following requirements:

- (1) It must be operated according to law;
- (2) It must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
- (3) It must provide diagnostic and surgical facilities supervised by Physicians;
- (4) Registered nurses must be on 24-hour call or duty; and
- (5) The care must be given either on the hospital’s premises or in facilities available to the hospital on a pre-arranged basis. A Hospital is not: a rest, convalescent, extended-care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

Injury means bodily harm caused by an Accident which:

- (1) Occurs while your coverage is in effect under the Policy; and
- (2) Requires the examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

Other Covered Events means only the following unforeseeable events or their consequences, which occur while coverage is in effect under this Policy:

- (1) Adverse weather or natural disaster resulting in the obstruction of public roadways, or curtailment of public transportation, which prevents your ability to arrive at your destination.
- (2) A change in plans, by you, a Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:
 - (a) Being directly involved in a documented traffic accident while en route to departure;
 - (b) Being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, a Family Member traveling with you or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
 - (c) Your Home made uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
 - (d) Being called into active military service to provide aid or relief in the event of a natural disaster;
 - (e) A documented theft of passports or visas;
 - (f) A Terrorist Act which occurs in your departure city or in a city which is a scheduled destination for your Covered Trip provided the Terrorist Act occurs within 30 days of the Scheduled Departure Date for your Covered Trip;
 - (g) A cancellation of your Covered Trip if your arrival on the Covered Trip is delayed and causes you to lose 50% or more of the scheduled Covered Trip duration due to the reasons covered under the Travel Delay Benefit.

Other Valid and Collectible Group Insurance means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental, or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

Physician means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

Policy means the contract issued to the Policy-holder providing the benefits specified herein.

Pre-Existing Condition means an illness, disease, or other condition during the 60-day period immediately prior to your effective date for which you or your Traveling Companion, Domestic Partner or Family Member scheduled or booked to travel with you:

- (1) Received, or received a recommendation for a diagnostic test, examination, or medical treatment; or
- (2) Took or received a prescription for drugs or medicine. Item 2 does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this Policy.

Protected means an eligible person who arranges a Covered Trip and pays any required premium.

Scheduled Departure Date means the date on which you are originally scheduled to leave on your Covered Trip.

Scheduled Return Date means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

Sickness means an illness or disease of the body which: requires examination and treatment by a Physician, and commences while the protection is in effect.

Terrorist Act means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

Traveling Companion means a person whose name(s) appear(s) with you on the same Covered Trip arrangement and who, during the Covered Trip, will accompany you.

Usual and Customary Charge means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the Medical Data Research schedule of fees valued at the 100th percentile.

General Policy Exclusions

The following exclusion applies to Lodging Cancellation, Lodging Interruption, and Travel Delay coverages:

- (1) We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the policy, including death that results therefrom. This Exclusion does not apply to benefits under covered expenses items 1 and 2 (emergency medical evacuation) of the Emergency Assistance Benefits coverage.
- (2) The following exclusion applies to all coverages. We will not pay for any loss under the Policy, caused by, or resulting from:
 - (a) Your, Traveling Companion's, Domestic Partner's or Family Member's suicide, attempted suicide, or intentionally self-inflicted injury, booked to travel with you, while sane or insane;
 - (b) Mental, nervous, or psychological disorders;
 - (c) Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
 - (d) Normal pregnancy or resulting childbirth or elective abortion;
 - (e) Participation as a professional in athletics;
 - (f) Participation in organized amateur and interscholastic athletic or sports competition or events;
 - (g) Riding or driving in any motor competition;
 - (h) Declared or undeclared war, or any act of war;
 - (i) Civil disorder (does not apply to Travel Delay);
 - (j) Service in the armed forces of any country;
 - (k) Nuclear reaction, radiation or radioactive contamination;
 - (l) Operating or learning to operate any aircraft, as pilot or crew;
 - (m) Mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing, or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
 - (n) Any unlawful acts, committed by you, a Traveling Companion (whether protected or not), Domestic Partner

- traveling with you;
- (o) Any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
 - (p) A loss or damage caused by detention, confiscation or destruction by customs;
 - (q) Elective Treatment and Procedures;
 - (r) Medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
 - (s) Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip;
 - (t) Bankruptcy, Financial Insolvency, default or failure to supply services by a travel supplier;
 - (u) Business, contractual, or educational obligations of you, a Family Member, Domestic Partner, or Traveling Companion;
 - (v) Failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
 - (w) A loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the Policy is not in effect for you.

Waiver of the Pre-Existing Condition Exclusion

The Pre-Existing Condition Exclusion is *waived provided you meet all* of the following requirements:

- (1) The premium for the coverage is received with your initial Covered Trip deposit for your Covered Trip; and
- (2) You are not disabled from travel at the time you pay your premium.

General Provisions

1. We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to coverage.
2. Any provision that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.
3. You may only purchase one certificate from us for each Covered Trip.
4. As often as we may reasonably require, you or any person making a claim under the Policy must submit to examination under oath.
5. The Maximum Benefit Amount for each claim is listed in the Schedule, subject to the individual benefit amount and company's Maximum Limit of Liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's Maximum Limit of Liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each protected subject to the above limitations.
6. We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else covered in the protection policy must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we cover in the protection policy will do nothing after the loss to affect our right.

Claims Provisions

1. Present all claims to:
TLC Travel Protection
PO Box 790
Gatlinburg, TN 37738
(877) 563-9765
2. Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed.
3. At our expense, we have the right to have you examined as often as necessary while claim is pending.
4. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been given. No such action will be brought after 90 days from the time a determination by TLC Travel Protection, to accept or deny, has been made on the claim. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet time allowed by such law.

Please Note:

THIS IS NOT A CONTRACT FOR INSURANCE.