



# Ski.com Protection Plan

Powered by VacationGuard®



Description of Coverage Plan Reference Number NWT050021  
Schedule of Coverages – Per-Reservation Maximum Benefits

## SECTION I – TRAVEL PROTECTION PLAN

*Provided by Nationwide*

### Part A – Travel Protection

Trip Cancellation.....Up to 100% Trip Cost  
Trip Interruption.....Up to 100% Trip Cost  
Trip Delay .....\$500 per day/ \$1,000 maximum

### Part B – Baggage Protection

Baggage/Personal Effects.....Up to \$ 2,000  
Baggage Delay .....Up to \$ 1,000  
Recreation Equipment Delay.....Up to \$ 2,000

### Part C – Medical Protection

Emergency Accident/Sickness Medical Expense.....Up to \$ 20,000  
Emergency Evacuation/Repatriation of Remains.....Up to \$100,000  
Vehicle Return .....Up to \$ 1,000

**Part D – Property Damage Protection** ..... Up to \$ 2,000

### Part E – Travel Accident Protection

Accidental Death and Dismemberment – 24 Hour.....Up to \$ 10,000

### Part F - Resort Vacation Protection

Lost Recreation Days .....Up to \$ 2,000  
Search & Rescue Assistance..... Up to 4 days / \$10,000 maximum

## SECTION II – PLAN SERVICES

### 24 Hour Worldwide Emergency Assistance Services

Traveler's Assistance .....Included  
Medical Assistance .....Included  
Emergency Cash Transfer .....Included  
Roadside Assistance (\$100 per breakdown).....Included

**VacationGuard Plus** (if plan purchased with or within 24 hours of Your reservation)

Rental Car Breakdown (up to \$300).....Included  
Change of Mind Benefit (up to \$200).....Included

**Important:** This plan is effective when the plan cost has been received by the VacationGuard Plan Administrator or the Property Management Company. Please keep this document as Your record of Plan coverage. Should You have customer service questions about the coverage, please call the VacationGuard Plan Administrator at 866-314-9480.

### *Vacation peace of mind® - special protections.*

**100% refund:** Provided You have not incurred any claims or traveled on a Trip, we allow a 100% refund within the first 10 days of purchase of the Plan. There are no refunds after that time and Your premium is fully earned. If for any reason, You wish to cancel this Plan, You may do so by calling Ski.com at 800-908-5000 within 10 days of the date You purchased this protection plan. www.Ski.com, NOTE: The Insurer is under no obligation to reinstate or re-offer coverage once cancelled.

## SECTION I

### PART A – TRAVEL PROTECTION

**Trip Cancellation / Interruption** – In the event You are prevented from taking Your Trip due to: (a) Sickness, Accidental Injury or death of You, a Family Member, Traveling Companion, or Business Partner which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip; (b) You or Your Traveling Companion (i) is hijacked, quarantined, required to serve on a jury, or subpoenaed; the victim of a felonious assault within 10 days of departure; (ii) Your principal place of residence is made uninhabitable by fire, flood, volcano, earthquake, hurricane, or other natural disaster; or burglary of Your principal place of residence within 10 days of departure (iii) is directly involved in a documented traffic accident while en-route to departure; (c) Weather that causes complete cessation of services of the Common Carrier for at least 24 consecutive hours and prevents You or Traveling Companion from reaching Your destination (d) You are transferred by Your employer with whom You are employed on Your effective date of the Plan which requires You to relocate from Your principal place of residence; (e) You are terminated or laid off from full time employment subject to two years of continuous employment at the place where employment was terminated; (f) Strike that causes complete cessation of services for at least 48 consecutive hours (g) A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within 30 days prior to Your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing the cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary; (h) Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war; (i) the unit at Your scheduled Trip destination remains uninhabitable within 7 days immediately prior to and including Your scheduled arrival date or becomes uninhabitable while You are on Your scheduled Trip due to a documented fire, flood, volcano, earthquake, hurricane, or other natural disaster (j) mandatory evacuation is ordered by local authorities at Your scheduled destination due to hurricane or other natural disaster. You must have less than 50% and no more than four (4)





## Ski.com Protection Plan

Powered by VacationGuard®



days of Your Trip remaining at the time the mandatory evacuation ends in order to interrupt Your Trip; (k) closed roadway causing cessation of travel for You and/or Your Traveling Companions for at least 48 consecutive hours to or from Your Trip destination (substantiated by the department of transportation, state police, etc); (l) Bankruptcy and/or Default of Your Travel Supplier which occurs more than 10 days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased the Land/Sea Arrangements. Your Scheduled Departure Date must be no more than 15 months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination.

the Insurer will pay the following:

**Trip Cancellation** – Up to the maximum benefit shown in the Schedule of Coverage for reimbursement of prepaid, non-refundable Land/Sea Arrangements and/or cancellation charges imposed by the Property Management Company and/or Travel Supplier, and/or airfare cancellation charges for flights arranged by the Property Management Company or Travel Supplier in connection with Your Trip commencing within two days of the Land/Sea Arrangements, or airfare cancellation or change fees up to \$100 per person, per reservation for flights in connection with the Trip commencing within two days of the Trip and/or the additional costs You may incur as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel.

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

**Trip Interruption** – Up to the maximum benefit shown in the Schedule of Coverage for prepaid, unused, non-refundable Land/Sea Arrangements prepaid to the Property Management Company, and/or Travel Supplier, and/or the airfare paid and arranged by the Property Management Company or Travel Supplier, 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) by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets, or airfare change fees up to \$100 per person, per reservation to return home (limited to the cost of one-way Economy Airfare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets) less the value of applied credit from an unused return travel ticket The Insurer will pay for reasonable additional accommodation and transportation expenses incurred by You (up to \$250 a day) if a Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but does not require hospitalization.

In no event shall the amount reimbursed exceed the lesser of; Your pre-paid out of pocket expenses for Your Trip, or the maximum benefit shown on the Schedule of Coverage.

**Trip Delay:** Trip Delay coverage will be on a one time basis for any prepaid, unused, non-refundable land accommodations, reasonable, additional accommodations and traveling expenses up to the maximum benefit shown, per day incurred by You and/or Traveling Companions traveling during Your scheduled Trip due to travel delay of 6 or more hours up to the maximum benefit amount listed in the Schedule of Coverage while en-route to or returning to their principal place of residence from Your scheduled Trip destination.

Covered reasons for Travel Delay are: Common Carrier caused delay (including bad weather); You or Your Traveling Companion being delayed by, but not directly involved in, a traffic accident while en route to a departure; lost or stolen passports, travel documents or money; quarantine; hijacking, unannounced strike, natural disaster, civil commotion or riot; closed roadway causing cessation of travel to or from Your Trip destination (substantiated by the department of transportation, state police, etc); mechanical breakdown of Your Covered Vehicle while en-route to or from Your scheduled Trip destination; or mandatory evacuation ordered by local authorities due to a documented weather condition, whereupon reasonable additional expenses for meals, and lodging accommodations shall be covered up to a maximum of \$250 per Trip.

**Special Conditions:** You must endeavor to advise The Property Management Company and the Plan Administrator of a claim no later than 7 days after the loss has occurred. The Insurer will not pay benefits for any additional charges incurred that would have not been charged had You not endeavored to notify these parties within 7 days of the date of loss.

### PART B – BAGGAGE PROTECTION

**Baggage/Personal Effects** – The Insurer will reimburse, up to the maximum benefit shown per reservation for You and/or Traveling Companions traveling with You during Your scheduled Trip, for loss, theft, or damage to baggage and personal effects. The Insurer will pay the lesser of the following: original cash value of the items less depreciation as determined by the Insurer; or cost of repair or replacement. The maximum benefit per article is \$500. There will be a combined maximum of \$1,000 for the following: jewelry; watches; articles consisting in whole or in part silver, gold or platinum; furs, articles trimmed with or made mostly of fur; and cameras, portable electronics, and their related equipment.

**Baggage Delay** – You will be reimbursed for expenses of necessary personal effects, up to the maximum benefit shown per reservation for You, Your Family Members and Traveling Companions traveling with You during Your Trip if checked baggage is delayed or misdirected by a Common Carrier for more than 12 hours from the time You were scheduled to arrive at the destination stated on Your ticket. You must be a ticketed guest on a Common Carrier.

**Recreational Equipment Delay** - If the sporting equipment You and/or Traveling Companions planned to use on the Trip is lost, delayed or misdirected by a Common Carrier for more than 12 hours from the time scheduled to arrive at the destination stated on the ticket, You and/or Traveling



## Ski.com Protection Plan

Powered by VacationGuard®



Companions will be reimbursed for expenses for rental of similar sporting equipment, up to the maximum benefit shown. You must be a ticketed passenger on the Common Carrier that created the delay or loss.

### PART C – MEDICAL PROTECTION

**Emergency Accident & Sickness Medical Expense** – The Insurer will pay benefits up to the maximum benefit shown per reservation for You and/or Traveling Companions during Your scheduled Trip, for Covered Medical Expenses as a result of Emergency Treatment of an Accidental Injury or Sickness which first manifests itself during the Trip.

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the covered Trip due to the serious and acute nature of the Accidental Injury or 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 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.

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

**Emergency Medical Evacuation** - The Insurer will pay benefits for Covered Expenses incurred, up to the maximum benefit shown per reservation, if an Accidental Injury or Sickness commencing during the course of the scheduled Trip and is ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants an Emergency Evacuation.

Emergency Evacuation means for You and/or Your Traveling Companion:

- (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;
- (b) after being treated at a local Hospital, Your medical condition warrants transportation to the United States or where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Expenses are reasonable and customary expenses for necessary transportation, related medical services and medical supplies 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 transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting You; and
- (c) arranged and authorized in advance by the Insurer or its authorized representative.

If You suffer an Accidental Injury or Sickness while on the Trip that results in hospitalization and the attending Physician advises You against driving Your Covered Vehicle home, the Insurer will pay the charges imposed up to \$1,000 to return the unattended vehicle to Your principal place of residence. This coverage is only afforded to non-commercial vehicles.

Transportation services are provided if arranged and authorized in advance by the Assistance provider, and are limited to necessary economy fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

**Repatriation of Remains** – The Insurer will pay reasonable Covered Expenses incurred to return Your body to their principal place of residence if he/she dies during the Trip. This will not exceed the maximum shown on the Schedule of Coverage.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation.

### ALL TRANSPORTATION MUST BE AUTHORIZED AND ARRANGED BY VACATIONGUARD ASSIST

The Insurer will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

### PART D – PROPERTY PROTECTION

**Property Damage** - The Insurer will reimburse You, up to the maximum shown on the Schedule of Coverage, for direct physical damage to Covered Real or Personal Property within the rental unit You, and/or Your Traveling Companion(s) occupy while on Your Trip



## Ski.com Protection Plan

Powered by VacationGuard®



due to You, Your Family Member's or Your Traveling Companion(s) inadvertent acts or omissions.

Covered Real and Personal Property is defined as:

1. the alterations, appliances, fixtures and improvements which are part of the building contained within the rental unit You are registered in; and
2. items of real property which pertain exclusively to the rental unit You are registered in.

The coverage provided in Parts A, B, C and F shall be in excess of all other valid and collectible indemnity and shall apply only when such other benefits are exhausted and Part D will be excess of any security damage waiver program You have been afforded by the Property Management Company.

### PART E – TRAVEL ACCIDENT PROTECTION

Accidental Death & Dismemberment (24 Hour) - If Accidental Injury to You and/or Traveling Companions traveling during Your scheduled Trip results in any of the following losses within 180 days of the date of the accident, the Insurer will pay the largest applicable amount as follows per reservation:

The full benefit is paid for loss of life, both hands or feet, sight of both eyes, speech and hearing in both ears, one hand and one foot, either hand or foot and sight of one eye. One half the benefit amount is paid for loss of either hand or foot, sight of one eye; speech; hearing in both ears. One fourth of the benefit amount is paid for thumb and index finger of the same hand.

Loss with regard to hand or foot, means actual complete severance through and above the wrist or ankle joints; eye means an entire and irrecoverable loss of sight; speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverage for all losses due to the same accident.

#### EXPOSURE

The Insurer will pay benefits for covered losses that result from You being unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event that caused the exposure.

#### DISAPPEARANCE

The Insurer will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

### PART F – RESORT VACATION PROTECTION

#### Lost Skier Days:

If You and/or Your Traveling Companions are unable to Ski during the Trip due to 50% or more of the Trails closing for at least 7 consecutive hours, (excluding night Skiing), from lack of snow cover or stormy weather during the Trip, the Insurer will reimburse You (on a pro-rated basis) the value of Your pre-paid Ski tickets for each day of the closure or reduction in Trails during the Trip up to the maximum benefit shown on the Schedule of Coverage.

"Ski" or "Skiing" means winter recreation of snow skiing, snowboarding, or telemarking on Trail systems as accessed by a prepaid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

"Trails" means named skier paths as designated for downhill travel as shown on a resort trail map using the international difficulty rating, trails does not include connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

#### CONDITIONS

- a. Benefits begin on the later of the date You arrive at the resort and You begin to Ski or the date on Your valid Ski lift ticket;
- b. A minimum of 10 Trails must be open on the date You arrive at the resort in order to be eligible for this Benefit
- c. This Benefit does not apply to reimbursement for season passes or towards night Skiing;
- d. This Benefit is eligible to Skiing that takes place between December 1 and March 31 only;
- e. Maximum Ski lift ticket purchase to be covered is a 6 day skier ticket;
- f. If Your Ski ticket applies to multiple ski mountains within a 50 mile radius and one of the other Ski mountains for that Ski ticket does not meet these Benefits and Conditions, this Benefit is not provided.

You must provide a copy of the pre-paid Ski lift ticket receipts and reports from the Ski Resort or Mountain stating the date, length of time, number and reason of Trail closures for which You are submitting a claim.



## Ski.com Protection Plan

Powered by VacationGuard®



### Search and Rescue:

Search and Rescue applies to the following persons only: You, a Family Member traveling with You and/or Your Traveling Companion:

If the person, should become lost, disoriented, or be reported missing while on the Trip during a recreational activity that could be anticipated for that person's abilities and expertise, the Company will pay on the person's behalf up to the limit provided, not to exceed four days, costs for (1) one organized "Search and Rescue" by appropriate authorities.

"Search and Rescue" means those reasonable costs incurred, but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within 50 miles of the person's last known location before the loss occurrence.

This benefit can only be activated when someone makes a formal report of the person's need for Search and Rescue to an agency or authority who can activate a Search and Rescue, and the person provides the agency or authority with enough specific and credible details of how, when, where the person might be located so that an official and organized Search and Rescue can be activated.

### Specific Waiver of Liability for Search and Rescue:

If the person requests this benefit, the person understands that the Company and any affiliated party offering this Plan, do not accept any liability from the rescue situation, and the person and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to us or any rescue team, company, entity, and/or volunteer, for injuries, stress, death, disablement, sickness, or any claims, reason, or cause whatsoever from any Search and Rescue used to attempt to reach the person, assist the person, or respond in any way to the person's Search and Rescue, regardless of whether the Search and Rescue was ever initiated, cancelled, delayed, misdirected, or unable to locate, rescue, or stabilize the person. If any part of this is held invalid, it does not invalidate the other parts or any other parties' waivers.

The person must obtain itemized receipts of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

The following exclusions apply to Search and Rescue: any loss caused by or resulting from:

1. Heli-skiing;
2. extreme skiing;
3. payment in any way for fines, damages, penalties, or litigation that may be imposed against the person, as a result of their activities or actions.

### TO ACCESS EMERGENCY 24 HOUR ASSISTANCE, CALL:

VacationGuard Assist at:

**1-866-690-5113**

Or Call Collect:

**1-240-330-1463**

### Exclusions

#### Pre-Existing Conditions

The Insurer will not pay for any claims arising from any Accidental Injury, Sickness, or other condition (including a condition from which death ensues) affecting You, a Family Member or Traveling Companion which, within the 60 day period before Your coverage began under this Protection Plan, (a) first manifested itself, or exhibited symptoms which would have caused one to seek diagnosis, care, or treatment; (b) required taking prescribed drugs or medicine unless the condition for which the prescribed drug or medicine taken remained controlled without any change in the required prescription; or (c) required treatment or treatment was recommended by a Physician.

The Pre-Existing Conditions exclusion is waived if You enroll in this Protection Plan at or within 14 days of the initial deposit for Your Trip and You purchase this Plan for the full cost of Your Trip.

If You have any questions concerning this exclusion, please call the VacationGuard Plan Administrator at 866-314-9480 for further clarification.

**Please Note:** The event for Cancellation or Interruption of Your scheduled Trip must first occur after Your effective date of coverage.

#### General Exclusions

This Protection Plan Does Not Cover Any Loss Caused by or Resulting From: Pre-Existing Conditions (please note this exclusion does not apply to Emergency Evacuation and Repatriation of Remains); suicide or attempted suicide while sane or insane (in Missouri, sane only); intentionally self-inflicted injuries; war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; participation in any military maneuver or training exercise; piloting or learning to pilot or acting as a member of the crew of any aircraft; participating as a professional in athletics; being under the influence of drugs or intoxicants unless prescribed by a licensed Physician; commission or the attempt to commit a criminal act; participating in bodily contact sports; skydiving; heliskiing; extreme skiing; scuba diving (unless accompanied by a dive master and not deeper than 50 feet); hang gliding; parachuting; speed contest (shall not include any of the regatta races); mountaineering; any race; bungee cord jumping; spelunking or caving;



## Ski.com Protection Plan

Powered by VacationGuard®



dental treatment except as a result of Accidental Injury to sound natural teeth; pregnancy and childbirth (except for complications of pregnancy); mental or nervous disorders; and curtailment or delayed return for other than covered reasons; traveling for the purpose of securing medical treatment; any non-emergency treatment of surgery, routine physical examinations, hearing aids, eye glasses or contacts; services not shown as covered.

### The following exclusions apply to Baggage/Personal Effects and Baggage Delay:

The Insurer will not provide benefits for any loss or damage to: Animals; automobiles and automobile equipment; boats or other vehicles or conveyances; trailers; motors; motorcycles; aircraft; bicycles (except when checked as baggage with a Common Carrier); household effects and furnishing; antiques and collectors items; eye glasses, sunglasses or contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; prescribed medications; keys, money, stamps, securities and documents; tickets; credit cards; professional or occupational equipment or property, whether or not electronic business equipment; personal computers; computer software or hardware, telephones; sporting equipment if loss or damage results from the use thereof.

**Any loss caused by or resulting from the following is excluded:** Breakage of brittle or fragile articles; wear and tear or gradual deterioration; insects or vermin; inherent vice or damage while the article is actually being worked upon or processed; confiscation or expropriation by order of any government; war or any act of war whether declared or not; theft or pilferage while left unattended in any vehicle; mysterious disappearance; property illegally acquired, kept, stored or transported; insurrection or rebellion; imprudent action or omission; property shipped as freight or shipped prior to the Scheduled Departure Date.

### The following exclusions apply to Property Damage:

Any loss caused by You, Your Family Member or Your Traveling Companions and resulting from the following is excluded: Acts of god; intentional acts; gross negligence or willful and wanton conduct; any cause, normal wear and tear; loss of use of the rental unit; damage to any property owned by or brought onto the premises by You, Your Family Member or Your Traveling Companion; property damage resulting from any motorized conveyance, vehicle, aircraft, or watercraft operated by You, Your Family Member or You Traveling Companion.

### The following exclusions apply to Search and Rescue Assistance:

Heli-skiing, extreme skiing, and payment in any way for fines, damages, penalties, or litigation that may be imposed against You, a Family Member, or Your Traveling Companion as a result of activities or actions.

### Definitions

1. **"Accident"** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.
2. **"Accidental Injury"** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the loss.
3. **"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 L.S.C. Subsection 101 et seq.
4. **"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 Your death or dismemberment within twelve months from the date of the Accident.
5. **"Business Partner"** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day-to-day management of the business.
6. **"Common Carrier"** means any land, sea and/or air conveyance operating under a valid license for the transportation of passengers for hire.
7. **"Covered Vehicle"** means any personal vehicle registered to You and used while on Your scheduled Trip.
8. **"Economy Airfare"** means the lowest published rate for a one-way ticket.
9. **"Family Member"** means natural or adopted children, children-in-law, parents, parents-in-law, siblings, siblings-in-law, grandparents, grandchildren, legal or common law spouse, aunts, uncles, nieces, nephews, step-children, step-parents, legal guardian, You or Your Traveling Companion
10. **"Hospital"** means a facility that:
  - a. holds a valid license if it is required by the law;
  - b. operates primarily for the care and treatment of sick or injured persons as in-patients;
  - c. has a staff of one or more Physicians available at all times;



## Ski.com Protection Plan

Powered by VacationGuard®



- d. provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
  - e. has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
  - f. is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.
11. **"Insurer"** means the Nationwide Company noted below.
  12. **"Land/Sea Arrangements"** means land and/or sea arrangements paid and arranged by You with the Travel Supplier..
  13. **"Physician"** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license. The treating Physician may not be You, a Family Member or Traveling Companion.
  14. **"Property Management Company"** means the "Resort Vacation Property Manager", developer, association, leasing company, rental company, or hotel or condominium operator, who has the financial responsibility for the maintenance, repairs, pre-arrival reservations and payments, and/or operation of the unit used for Your Trip.
  15. **"Sickness"** means an illness or disease which is diagnosed or treated by a Physician after the effective date of the Protection Plan and while You are covered under this Plan.
  16. **"Strike"** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.
  17. **"Terrorist Incident"** means an incident deemed a terrorist act by the United States Government that causes property damage or loss of life.
  18. **"Traveling Companion"** means up to the lesser of the maximum occupancy of the resort unit confirmation, less one (1) or eight (8) people booked to accompany You on the scheduled Trip
  19. **"Travel Supplier"** means a tour operator, cruise line, hotel etc. who has made Your land, sea, arrangements and/or a vendor from whom You have purchased an activity and/or tickets from, the cost of which has been included in the cost paid for this plan.
  20. **"Trip"** means out of pocket prepaid Land/Sea Arrangements and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) week of the Land/Sea Arrangements

**"You" or "Your"** means a person who has purchased a Trip and who has paid the required plan cost for the protection plan provided herein.

### Plan Cost and Term of Coverage

1. The Trip Cancellation Benefit takes effect upon receipt of the appropriate Plan cost by the VacationGuard Plan Administrator or the Property Management Company.
2. All other coverages take effect at 12:01 a.m. local time at Your location on the departure date of Your Trip.
3. All coverages shall terminate on the earlier of the following dates: (a) Your return to the origination point as specified in the travel tickets; (b) 11:59 p.m. local time at Your location on the date Your Trip is completed, (c) The date You cancel Your Trip.
4. The duration of coverage shall be extended under the following conditions: (a) when You commence drive travel from Your origination point within the lesser of: (i) within 2 days prior to the commencement of the Land/Sea Arrangements, or (ii) on the date of Your drive travel; and (b) if You return to Your origination point within the lesser of: (i) within 2 days after the completion of the Land/Sea Arrangements, or; (ii) on the date of Your drive travel.

**IMPORTANT NOTICE: Payments for the plan will not be accepted after Your final payment for any Trip cost has been paid in full.**

**NOTE:** You can file Your initial claim, and check Your active claim and Plan status **On-line** at <http://www.VacationGuard.com>, or call us:

- 1) **Trip Cancellation Claims:** Call VacationGuard IMMEDIATELY at (866) 314-9480 to notify them of Your cancellation and to avoid any non-covered expenses due to late reporting. VacationGuard will then forward the appropriate claim form which must be completed by You and the attending Physician, if applicable.
- 2) **All other Claims:** Report Your claim in writing as soon as possible to VacationGuard. Provide the Plan number above, Your Trip dates and details describing the nature of Your loss. Upon receipt of this information, VacationGuard will promptly forward You the appropriate claim form to complete.

**IMPORTANT:** In order to facilitate prompt claims settlement, be sure to complete all procedures as follows:

**CANCELLATION / INTERRUPTION:** Obtain medical statements and receipts for medical services and supplies from the Physicians in attendance where Sickness or Accidental Injury occurred. These statements should give complete diagnosis, stating that the Sickness or Accidental Injury prevented traveling on dates contracted. If applicable, obtain police reports or claim reports from



## Ski.com Protection Plan

Powered by VacationGuard®



the parties responsible (i.e., airline, etc.) for Interruption. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY:** Obtain police reports or claim reports from the parties responsible (i.e., airline, etc.) for delay. Receipts for any additional covered expenses will be required as well as verification of the delay.

**BAGGAGE:** In case of loss, theft or damage to personal belongings, immediately contact the Property Management Company or representative, transportation official and/or local police; report the occurrence and obtain a written statement. Submit claim first to the party responsible, (i.e. airline, Property Management Company, hotel, etc.) Provide a copy of the outcome of Your claim, along with the written loss statements, receipts, etc.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment; submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

**PROPERTY DAMAGE:** Obtain receipts from the Property Management Company stating the damage incurred and amount paid or charged to You for the repair or replacement of the item(s).

**LOST SKIER DAYS:** You must provide a copy of Your pre-paid Ski lift ticket receipts and reports from the Ski Resort or Mountain stating the date, length of time, number and reason of Trail closures for which You are submitting a claim.

**SEARCH & RESCUE:** Obtain itemized receipts of services and costs from the authorities who seek payment from You, as well as documentation from the resort at Your Trip destination.

### SECTION II – PLAN SERVICES

---

#### WORLDWIDE EMERGENCY ASSISTANCE SERVICES VacationGuard Assist

##### Worldwide Emergency Assistance

A 24-hour emergency telephone assistance service is available for Your benefit so that, in the event of an emergency while on the Trip, English speaking help and advice may be furnished to You.

#### PART I - TRAVELER'S ASSISTANCE

VacationGuard Assist's multilingual staff can assist You in solving a variety of unexpected complications during the Trip such as lost tickets or belongings. If necessary, VacationGuard Assist may also help locate legal counsel. Pre-Trip information such as cultural, visa requirements and exchange rates can also be provided.

#### PART II - MEDICAL ASSISTANCE

If a medical emergency arises during travel, VacationGuard Assist may help You find local medical care. Physicians and hospitals worldwide can contact VacationGuard Assist to confirm coverage and, if required, help You arrange immediate settlement of medical expenses resulting from an Accidental Injury during the covered Trip. VacationGuard Assist will coordinate emergency medical situations, with Your home Physician and arrange Emergency Evacuation services.

#### PART III - EMERGENCY CASH TRANSFER

VacationGuard Assist can help arrange a fund transfer through Your credit cards, family, friends, employer or similar source if You need cash while on the Trip.

#### PART IV - ROADSIDE ASSISTANCE TERMS AND CONDITIONS

Roadside Assistance Services are provided under this Plan 24 hours a day, 365 days a year while You are on a scheduled Trip. Please refer to the attached Explanation of Roadside Assistance Services which outlines the terms and conditions that apply. If You did not receive a copy of this attachment, please contact VacationGuard's Plan Administrator at 866-314-9480.

#### VACATIONGUARD PLUS

**ENHANCEMENTS:** These following services will apply only if You: (a) purchase this protection plan with or within 24 hours of Your initial Trip reservation deposit You make with the Property Management Company or Travel Supplier, and, (b) submit Your claim under this services with proper documentation to VacationGuard as soon as possible, but no later than 30 days of Your Trip termination date, after which VacationGuard will reimburse You up to the limit for these services as outlined on Your schedule of coverage or within this section:

#### RENTAL CAR BREAKDOWN

Reasonable, additional lodging and food expenses incurred by You, and/or Traveling Companions during Your scheduled Trip due to being delayed at least 3 hours from mechanical breakdown of a rental vehicle meant for and while used as transportation on public roads, that You rent on Your Trip through an authorized rental car agency, providing up to 24 hours of incurred expenses, or as soon as Your rental vehicle is repaired or substituted.



## Ski.com Protection Plan

Powered by VacationGuard®



### CHANGE OF MIND

Cancellation fees You incur because of a change or cancellation to Your confirmed plans to a covered Trip; but only if You have written confirmation by the Property Management Company or Travel Supplier that Your Trip reservation change or cancellation was made at least 24 hours prior to Your scheduled arrival. This Change of Mind benefit will not be paid in combination with any other benefit, nor will it be paid if You submitted a claim to VacationGuard which was denied because of any medical pre-existing condition.

**IMPORTANT:** To facilitate prompt claims settlement, use our claim form and complete as follows:

[http://www.vacationguard.com/claims\\_form.htm](http://www.vacationguard.com/claims_form.htm)

**RENTAL CAR SERVICE:** Provide documentation of the time delay from the rental car agency and emergency road service provider, and all receipts for lodging or food expenses incurred during the service window.

**CHANGE OF MIND SERVICE:** Provide documentation of the time and acceptance of Your reservation change, and Your cancellation fees, with the Property Management Company or Travel Supplier.

**NOTE ON ASSISTANCE SERVICES:** Problems of distance, information and communication make it impossible for the Insurer, VacationGuard, or any service VacationGuard utilizes to assume any responsibility for the availability, quality, use or result of any emergency service. In all cases, You are still responsible for obtaining, using and paying for Your own required services of all types.

### EXPLANATION OF ROADSIDE ASSISTANCE SERVICES

**Emergency Roadside Assistance** is available 24 hours a day, 365 days a year. You will only have to pay for any non-covered expenses or covered costs in excess of Your \$100 per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract while You are on a scheduled Trip and is available only for the specific Covered Vehicle registered as part of this Agreement.

All of the services provided are described herein and are applicable throughout the United States and Canada.

All 24 Hour Roadside Assistance services are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club, administrative offices at 7300 Corporate Center Drive, Suite 601, Miami, FL. 33126. For Mississippi and Wisconsin customers, services are provided by Brickell Financial Services Motor Club. For California customers, services are provided by Road America Motor Club, Inc.

Just call the TOLL-FREE Number, **1 - 800 - 693 - 5314**, and a service Vehicle will be dispatched to Your assistance. **Important:** Please be with Your Covered Vehicle when the service provider

arrives, as they cannot service an unattended Vehicle. *Note: Only one service call for the same cause will be covered during any seven-day period.*

### Covered Services include:

- (1.) *Towing Assistance* - When towing is necessary, Your Covered Vehicle will be towed to the nearest qualified service facility.
- (2.) *Flat Tire Assistance* - Service consists of the removal of the flat tire and its replacement with the spare tire;
- (3.) *Fuel, Oil, Fluid and Water Delivery Service* - An emergency supply of fuel, oil, fluid and water will be delivered if You are in immediate need. Up to 3 gallons of fuel will be provided at no charge.
- (4.) *Lock-out Assistance* - If Your keys are locked inside a compartment of Your Covered Vehicle, assistance will be provided to supply assistance in gaining entry into the locked compartment.
- (5.) *Battery Assistance* - If battery failure occurs, a jump start will be provided to start Your Covered Vehicle.
- (6.) *Collision Assistance* - If Your Covered Vehicle is involved in a collision, towing assistance will be provided when needed to direct the Vehicle to the nearest qualified repair facility.

### The following items are not included as part of the emergency roadside assistance benefit:

Cost of parts, replacement keys, fluids, cost of fuel (except as covered above), material, additional labor relating to towing, or the cost of installation of products. Non-emergency mounting or removing of any tires, snow tires, off-road tires, or similar items. Tire Repair at any location other than a roadside disablement site. Service for any Vehicles in tow. Any and all taxes or fines. Damage or disablement due to fire, flood, terrorism or vandalism. Winching, Extrication, Towing from, service or repair work performed at a service station, garage or repair shop. Service on a Covered Vehicle that is not in a safe condition to be towed. Non-emergency towing or other non-emergency service. Impound towing or towing by other than an authorized service provider; Vehicle storage charges; a second tow for the same disablement. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Repeated service calls for a Covered Vehicle in need of routine maintenance or repair. Only one disablement for the same cause during any seven-day period will be accepted. Services obtained independently of Road America. This is not a Reimbursement Service.



**Ski.com Protection Plan**  
*Powered by VacationGuard®*



**FOR EMERGENCY 24 HOUR ASSISTANCE, CALL:**

VacationGuard Assist at:

**1-866-690-5113**

Or Call Collect:

1-240-330-1463

**For Plan, Customer Service or Claim inquiries:**

Go on-line at: <http://www.VacationGuard.com> , and sign in, OR contact

**VacationGuard Plan Administrator**

303 Congressional Blvd.

Carmel, IN 46302

(866) 314-9480

**Enrollment Procedure**

For Your convenience, You may enroll by calling the VacationGuard Plan Administrator at (866) 314-9480 or via your Property Management Company.

**Designed Expressly for U.S. Resident Members**

**PROTECTION PLAN FEES ARE NON-REFUNDABLE AFTER 10 DAYS OF PURCHASE OF THE PLAN.**

**This plan was designed by: VacationGuard, Inc.**

If you reside in the state of:

*Louisiana* – this plan is underwritten by Nationwide Mutual Fire Insurance Company – under SRTC2000 (LA) 07/04

*New Jersey* – this plan is underwritten by Nationwide Life Insurance Company – under SRTC 2000 IL

*All other states* – this plan is underwritten by Nationwide Mutual Insurance Company - under SRTC 2000 IL