

Travel Protection Products



VACATION RENTAL PROTECTORSM
CERTIFICATE OF INSURANCE



Live in the outside.

American Skiing Company

Product ID: 001001036

For Customer Service Call:

1-877-252-4257

**For Emergency Assistance
during Your Trip Call:**

1-800-654-1908

(From U.S.)

1-804-281-5700

(Collect)



Insurance benefits are underwritten by
BCS Insurance Company. Plan adminis-
tered by World Access Service Corp.



CERTIFICATE OF INSURANCE

This Certificate of Insurance describes all of the travel insurance benefits, underwritten by BCS Insurance Company and herein referred to as the Company, and assistance services provided by a variety of Access America® programs. The insurance benefits and assistance services vary from program to program.

*Indicates insurance coverage provided under a Master Policy and issued by BCS Insurance Company.

RENEWAL CONDITIONS: This policy is issued for a single term and is non-renewable.

SATISFACTION GUARANTEE: Within 10 days of purchasing the program, You may request a full refund of premium from the property manager provided You have not already departed on Your Trip or filed a claim. No refunds shall be paid to You after 10 days of purchasing the program.

PLEASE READ THIS CERTIFICATE CAREFULLY FOR FULL DETAILS.

PROGRAM FEATURES

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Signed for BCS Insurance Company, 2 MidAmerica Plaza, Suite 200, Oakbrook Terrace, IL 60181.

TRAVEL INSURANCE & ASSISTANCE SERVICES

Part I. DEFINITIONS

Accident means an unexpected, unintended, unforeseeable event causing Injury.

Active Military Duty means serving in the United States Armed Forces on a full-time basis, not including the United States Armed Forces Reserves.

Actual Cash Value means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

Baggage means luggage and personal possessions, whether owned, borrowed or rented, taken by You on the Trip.

Common Carrier means an entity licensed to carry passengers for hire on land, water or air, excluding rental vehicle companies.

Coverage Period means the time during which benefits are payable hereunder, beginning on the effective date and ending on the termination date.

Covered Service means a service or supply specified herein for which benefits will be provided.

Family Member means Your spouse; parent; child(ren), including children who are, or are in the process of becoming, adopted; sibling; grandparent or grandchild(ren); step-parent; step-child; or step-sibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward; or business partner; whether or not they travel with You.

Felonious Assault is an act of violence against You or a Traveling Companion requiring medical treatment in a Hospital.

Hospital means a provider that is a short-term, acute, general Hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons, by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
5. is not other than incidentally:
 - a. A skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, place for the aged, place for the provision of rehabilitation care;
 - b. A place for the treatment of mental illness;
 - c. A place for the treatment of alcoholism or drug abuse;
 - d. A place for the provision of hospice care; or
 - e. A place for the treatment of pulmonary tuberculosis.

Illness means a sickness, infirmity or disease that causes a loss that begins during a Coverage Period and is not a Pre-existing Condition.

Injury means bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the effective date of this coverage

and before the termination date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

Inpatient means a person who is treated as a registered bed patient in a Hospital or Other Licensed Provider and for whom a room and board charge is made.

Medically Necessary or Medical Necessity means the services or supplies provided by a Hospital, Physician or Other Licensed Provider that are required to identify or treat Your Illness or Injury and which, as determined by Us, are:

1. consistent with the symptom or diagnosis and treatment of Your condition, disease, Illness, ailment or Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of You, a Physician or other provider; and
4. the most appropriate supply or level of service that can be safely provided to You.

When applied to the care of an Inpatient, it further means that Your medical symptoms or condition requires that the services cannot be safely provided to You as an Outpatient.

Normal Pregnancy or Childbirth means a pregnancy or Childbirth that is free of any complications or problems.

Other Licensed Providers means any person or entity other than a Hospital or Physician, which is licensed, where required, to render medical or dental services.

Outpatient means a person who receives medical or dental services or supplies while not an Inpatient.

Physician means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered.

Pre-existing Conditions means:

1. Any injury occurring to You, a Traveling Companion or a Family Member prior to and including the effective date of Your insurance; and
2. Any illness occurring to You, a Traveling Companion or a Family Member during the 120 days prior to and including the effective date of Your insurance for which medical diagnosis or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care or treatment.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be Your Trip Cancellation Insurance effective date.

Reasonable and Customary Charge means a charge in an amount consistently made by other vendors/providers for a given service in the same geographic area and which reflects the complexity of the service taking into account availability of experienced personnel, availability of services or parts.

Scheduled Departure Date means the date You have selected to begin travel and for which paid travel arrangements have been made.

Terrorism means the unsanctioned and illegal use of force that caused destruction of property, Injury, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal or result. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

Traveling Companion is a person traveling with You and who shares the same accommodations as You.

Trip means:

1. a period of round-trip travel to a destination that is at least 50 miles from Your main place of residence; and
2. is not to obtain health care or treatment of any kind.

We, Us or Our refers to Access America and World Access Service Corp.

You or Your refers to the renter of the property, who has purchased this insurance; and Traveling Companion, as defined.

Part II. SCHEDULE OF COVERAGE

The following maximum levels of coverage are available for Access America® Vacation Rental ProtectorSM policies. For Trip Cancellation/Interruption Protection the benefit payable to each individual is based on the total rental cost of the property, not to exceed the amount listed below, divided by the number of insureds occupying the rental property. All other benefit limits below are per covered individual.

1. Trip Cancellation/Interruption Protection
 - a. Rental Cost \$50,000
 - b. Sports Traveler Benefit \$1,000
2. Baggage Coverage \$500
3. Baggage Delay \$200
4. Travel Delay \$500
5. Sporting Equipment Coverage \$1,000
6. Sporting Equipment Rental Coverage \$1,000
7. Emergency Medical Transportation \$25,000
8. Roadside Assistance \$100
9. Vehicle Return \$500

Part III. EFFECTIVE DATE

Insurance shall be effective at 12:01 A.M. on the date the scheduled Trip begins. Trip Cancellation coverage begins the day after American Skiing Company receives Your insurance premium.

In no event will coverage be effective if all premiums due have not been received prior to the Scheduled Departure Date or prior to the Trip Cancellation date if You cancel Your Trip or it is canceled for any reason.

Part IV. TERMINATION DATE

Coverage ends at midnight on the date of return selected, or upon return to Your city of residence, or the 120th day of the Trip or when the Trip is canceled, whichever is earliest. If return is delayed for any covered reason, coverage is extended until You are able to return to Your city of residence. The day You depart and the day You return are counted and included as separate days when determining duration of coverage.

Part V. GENERAL PROGRAM EXCLUSIONS

These exclusions apply to all program benefits and services. In addition to any exclusions that apply to a particular benefit, no coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. Intentionally self-inflicted harm, suicide or attempted suicide, by You, a Traveling Companion or a Family Member;
2. Normal Pregnancy (unless as specifically covered herein), fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy, of You, a Traveling Companion or a Family Member;
3. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto, of You, a Traveling Companion or a Family Member;
4. Alcohol or substance abuse or use; or conditions or physical complications related thereto, of You, a Traveling Companion or a Family Member;
5. War (whether declared or undeclared), acts of war, military duty (unless as covered herein), civil disorder, or unrest (except as provided for in Travel Delay);
6. Participation in professional or amateur sport events (including training) (unless as specifically covered below);
7. All extreme, high risk sports including but not limited to: bodily contact sports; skydiving; hang gliding, bungee jumping, parachuting; mountain climbing or any other high altitude activities, caving, heli-skiing, extreme skiing, or any skiing outside marked trails

(unless as specifically covered below);

8. Scuba diving (unless accompanied by a dive master and not deeper than 130 feet);
9. Operating or learning to operate any aircraft as pilot or crew;
10. Nuclear reaction, radiation or radioactive contamination;
11. Natural disasters (unless as specifically covered below);
12. Terrorism (unless as specifically covered below);
13. Epidemic;
14. Pollution or threat of pollutant release;
15. Any unlawful acts committed by You, Family Members, or Traveling Companions, whether they are insured or not; or
16. Any expected or foreseeable events.

Adventure and Sports Coverage

The following activities will be not be specifically excluded from this coverage as long as the following conditions are met and as long as they are arranged as part of the vacation by a recognized company which has provided the insurance:

- a. Leisure and non-professional sporting competitions in: Cycling, Mountain Climbing up to 15,000 feet, Fishing, Scuba diving for qualified divers up to a maximum depth of 40 meters (131 feet) and for unqualified divers up to a maximum depth of 30 meters (98 feet) [Qualified Diver is defined as certified by a recognized Scuba Diving Authority (i.e. PADI certification). Unqualified Diver is defined as not being certified by a recognized Scuba Diving Authority.], Snorkeling, White or Black Water Rafting (Grades 1-4), Canoeing, Kayaking, Water Skiing, Camping, Hiking, Backpacking and Sailing.
- b. Leisure and non-professional sporting competitions in: Downhill and Cross Country Skiing, Snowboarding (including off-trail skiing, except as designated unsafe by the resort management), Snow Mobiling, Tobogganing, Snow Tubing and Ice Skating.

These programs do not cover You:

1. If the purpose of the travel is to receive medical care, medication or treatment;
2. If You are not a resident of the USA or Canada;
3. If the stated Trip departure and return dates do not reflect Your intended departure and return dates;
4. If the tickets and rental contract do not indicate the travel dates;
5. If You give incorrect data or facts; or
6. If the loss is not submitted to Us within 90 days

from the date of loss, except as otherwise prohibited by law.

Maximum Limit of Liability: All limits are applied per Trip. The Company's maximum limit of liability resulting from same occurrence will be \$5,000,000 under Our programs. If loss for all insureds for such an occurrence exceeds \$5,000,000, We will pay each insured that portion of the benefits stated which \$5,000,000 bears to the total loss of all persons the Company insures under all travel and flight insurance in force, under all of Our programs. The Company will pay no more than \$500,000 per occurrence, under Our programs, to or on account of any person insured under Our programs.

PRE-EXISTING CONDITIONS EXCLUSION

This exclusion applies to Trip Cancellation and Interruption Protection and to those Travel Assistance Services related to medical problems.

The program does not cover losses or expenses if they result from:

1. Any injury occurring to You, a Traveling Companion or a Family Member prior to and including the effective date of Your insurance;
2. Any illness occurring to You, a Traveling Companion or a Family Member during the 120 days prior to and including the effective date of Your insurance for which medical diagnosis or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care or treatment.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be Your Trip Cancellation Insurance effective date.

Part VI. DESCRIPTION OF TRAVEL INSURANCE BENEFITS (what is covered)

The following insurance benefits are designed to protect You against situations or losses that result from sudden and unexpected conditions or events. **The benefits do not cover conditions or events that, on the date of purchase, are either known to You or likely to occur.** The Company and We reserve the right to reject applications.

A. TRIP CANCELLATION AND INTERRUPTION PROTECTION *

Trip Cancellation coverage provides benefits for loss (es) You incur for Trips cancelled up to the time and date of departure. Trip Interruption coverage provides benefits for loss(es) You incur for Trips that are inter-

rupted or delayed after the time and date of departure.

For all of the covered reasons outlined below, You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours of the occurrence, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.

A maximum benefit of up to the amount indicated on Your Schedule of Coverage is provided to cover certain expenses as listed below which result from the cancellation or interruption of Your Trip due to:

1. Any serious Injury or any unforeseen serious medical condition;
 - a. Occurring to You or a Traveling Companion, which is so disabling as to cause a reasonable person to delay, cancel, or interrupt their Trip;
 - b. Occurring to a Family Member that is considered life threatening or requiring hospitalization; or
 - c. Occurring to a Family Member requiring Your care.

For Trip Cancellation benefits, an actual examination by a Physician must take place within 72 hours of the cancellation. For Trip Interruption benefits, this examination must take place during Your Trip. This Physician may not be a member of Your or Your Traveling Companion's immediate family or yourself, or an immediate family member of the person whose condition caused the cancellation or interruption.

2. Any serious Injury or serious Illness occurring to You that requires You to receive treatment by a Physician who advises You to cancel or interrupt the Trip because You will be unable to participate in the given sporting activity. The Physician may not be You, or Your Traveling Companion, or a member of Your or Your Traveling Companion's immediate family. An actual examination by the Physician who advises the cancellation or interruption must take place before the cancellation or interruption is made and You must notify the appropriate travel supplier(s) of the cancellation or interruption within 72 hours of the Physician advising the cancellation or interruption.
3. Your death, the death of a Family Member or a Traveling Companion if the death occurs prior to Your Scheduled Departure Date, or during Your Trip.
4. For Trip Interruption benefits only, strikes, natural disasters or bad weather resulting in the complete cessation of services for at least 6 hours by the airline, tour operator or cruise line or a road closure causing a delay in reaching Your destination for at least 6 hours. The Company will not cover losses resulting from strikes of the person, organization, agency, or tour operator, or their affiliate companies, that solicited this coverage, and/or Your insured travel arrangements to You.

5. For Trip Cancellation benefits only, strikes, natural disasters or bad weather resulting in the complete cessation of services by the airline, the tour operator or the cruise line for at least 24 consecutive hours. The Company will not cover losses resulting from strikes of the person, organization, agency, or tour operator, or their affiliate companies, that solicited this coverage, and/or Your insured travel arrangements to You.

6. You or a Traveling Companion being hijacked or quarantined.

7. You being required to serve on a jury, served with a court order or subpoena.

8. Your home being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.

9. You or a Traveling Companion being directly involved in a traffic Accident that causes either:

a. A medical emergency for You or a Traveling Companion; or

b. Damage to the automobile which creates an immediate need for repair to ensure the safety of the passengers.

10. A terrorist act committed by an organized terrorist group (recognized as such by the U.S. State Department) that results in property damage, Injury or loss of life. The incident must take place in a domestic city in which You are scheduled to arrive within 30 days following the incident and Your tour operator (if applicable) must not have offered a substitute itinerary.

Losses resulting due to the issuance of travel advisories, bulletin or alerts; war or acts thereof; civil disorder, riot or unrest; bomb scares or threats of terrorist activity; or terrorist acts against any Common Carrier (e.g., airline or cruise line) are not covered.

11. You or a Traveling Companion, who are on Active Military Duty in the United States Armed Forces:

a. Having Your personal leave revoked within 10 days prior to Your departure date (as long as such revocation is in writing by a superior officer and is not due to war-related situations, invocation of the War Powers Act, base or unit mobilization, unit reassignment for any reason, or disciplinary action); or

b. Are personally reassigned within 10 days prior to Your departure date, whether temporary or permanent.

12. You or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to Your departure date. A Felonious Assault may not be inflicted by You, a Family Member, Traveling Companion or Traveling Companion's Family Member.

13. You or a Traveling Companion, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of

Your own, after Your effective date of coverage.

14. A covered Travel Delay that results in the loss of more than 50% of Your scheduled Trip length.

15. For Trip Cancellation only: Your Normal Pregnancy as long as the pregnancy occurs after Your effective date of coverage that can be verified by medical records.

In all cases You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.

Sports Traveler Benefit

In the event Your Trip is interrupted or canceled due to a covered reason, coverage is provided for the costs of unused non-refundable deposits and payments that were arranged separately from the vacation for pre-paid lift tickets, green fees, equipment rentals and lessons up to a maximum of \$1,000 per insured.

Coverage is for:

1. Forfeited, published, non-refundable Trip payments or deposits made by You if Your Trip is cancelled;

2. For Trip Interruption, the pro-rated portion of the prepaid Trip cost missed;

3. The additional cost resulting from a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled or interrupted for one of the above covered reasons and Yours is not;

4. Reasonable, additional accommodation and transportation expenses up to \$100 per day up to a maximum of five days if a Traveling Companion must remain hospitalized;

5. Reasonable, additional travel costs for You to reach Your original destination if You must depart after Your planned departure date due to one of the above reasons;

6. Reasonable, additional transportation expenses needed to reach Your return destination or to travel from the place Your Trip was interrupted to the place where You can rejoin Your Trip and the unused portion of any non-refundable land, sea and air arrangements that were paid as part of Your Trip; or

7. The cost of non-refundable deposits and payments that were arranged separately from the vacation for pre-paid tickets, green fees, equipment rentals and lessons up to a maximum of \$1,000 per insured (as outlined above in the Sports Traveler Benefit section).

The benefits paid under 5. and 6. above will not exceed the cost of economy airfare by the most direct route on the next available carrier, less any refunds paid to You.

Trip Cancellation/Interruption benefits do not cover loss(es) due to:

1. Any General Program Exclusion or Pre-existing Condition;
2. You or a Traveling Companion:
 - a. Making changes to personal plans;
 - b. Having a business or contractual obligation;
 - c. Being unable to obtain necessary travel documents; or
 - d. Being detained or having property confiscated by any Customs authority;
3. Carrier caused delays (including bad weather) unless as covered above;
4. Prohibition or regulation by any government; or
5. Travel arrangements cancelled by the airline, cruise line, or tour operator.

B. BAGGAGE COVERAGE*

Coverage is secondary to any coverage provided by a Common Carrier.

If Baggage is lost, damaged or stolen, the Company will pay the loss, up to the maximum amount indicated on Your Schedule of Coverage, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. **Notwithstanding the foregoing, We will cover up to a maximum amount of \$500 for any and all jewelry, watches, gems, furs, cameras and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items and only when original receipts are provided.**

You must notify the appropriate local authorities at the place the loss occurred and inform them of the value and description of Your property within **24 hours after the loss**. Finally, You must file written proof of loss with the Company within 90 days from the date of loss, except as otherwise prohibited by law, attaching copies of airline, cruise line or Common Carrier claims forms, original police reports, an itemization and description of lost items and their estimated value, and all receipts, credit card statements, canceled checks, photos, or other appropriate documentation as may be required.

Property or losses not covered:

1. Losses incurred as a result of any General Program Exclusion;
2. Animals;
3. Automobiles and equipment, motorcycles and motors;

4. Bicycles, skis, snowboards (except when checked with a Common Carrier);
5. Aircraft, boats or any other vehicles or conveyances;
6. Eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs;
7. Tickets, keys, money, securities, bullion, stamps, credit cards, documents (travel or otherwise) and deeds;
8. Property shipped as freight or shipped prior to Your Trip departure date;
9. Rugs or carpets of any type;
10. Perishables, medicines, perfumes, cosmetics and consumables;
11. Property used in trade, business or for the production of income;
12. Property that is left in or on a vehicle or in a car trailer, or left on or in the rental property; or
13. Damage to the property resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

The program will pay the lesser of:

1. The actual purchase price of a similar item; or
2. The Actual Cash Value of the item at the time of loss, which includes deduction for depreciation (for items without receipts, the program will pay up to 75% of the determined depreciated value); or
3. The cost to repair or replace the item.

C. BAGGAGE DELAY COVERAGE*

If Your personal Baggage is delayed or misdirected for at least 24 hours by a Common Carrier, the program will reimburse You on a one-time basis for the reasonable, additional purchase of essential items (up to the amount listed on Your Schedule of Coverage). Verification of the delay by the Common Carrier and receipts for the emergency purchases must accompany any claim.

No coverage will be provided for loss(es) due to any General Program Exclusion.

D. TRAVEL DELAY COVERAGE*

Coverage under the program will pay on a one-time basis up to the maximum amount listed on Your Schedule of Coverage for reasonable, additional accommodation and traveling expenses due to a departure delay of 6 or more hours. Prepaid expenses are not covered. Expenses must be incurred by You. Payments for the above expenses will not exceed \$150 per day per person.

Covered reasons for Travel Delay are:

1. Carrier caused delay (including bad weather);
2. Lost or stolen passports, money, or travel documents;
3. Quarantine;
4. Hijacking;
5. Unannounced strikes;
6. Natural disaster; or
7. Civil disorder or unrest.

No coverage will be provided for loss(es) due to any General Program Exclusion.

E. SPORTING EQUIPMENT COVERAGE*

Coverage is secondary to any coverage provided by the Common Carrier.

If Your sporting equipment is lost by the Common Carrier, or damaged, or stolen, We will pay up to the amount on Your Schedule of Coverage provided You have taken all reasonable measures to protect, save and recover Your property at all times.

Property or losses not covered:

1. Losses incurred as a result of any General Program Exclusion;
2. Items other than sporting equipment;
3. Intentional acts;
4. Gross negligence or willful and wanton conduct;
5. Sporting equipment shipped as freight or shipped prior to Your Scheduled Departure Date;
6. Sporting equipment that is left in or on a vehicle or a car trailer;
7. Sporting equipment that is lost by a Common Carrier and the loss is not reported to the Common Carrier within 24 hours after the loss and a claim is not filed with the Common Carrier;
8. Sporting equipment that is stolen and the theft is not reported to the appropriate authorities; or
9. Damage to the sporting equipment resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

If Your sporting equipment is lost or stolen or damaged, the program will pay the lesser of:

1. The cost to repair the item if damaged; or
2. An amount based upon the age of the item as follows:
 - If up to 12 months old, 90% of the purchase price
 - If up to 24 months old, 50% of the purchase price
 - If up to 48 months old, 25% of the purchase price

- Over 48 months old, 0%

A police report is required for any stolen sporting equipment claim. A Common Carrier report is required for any sporting equipment claim due to the equipment being lost or damaged by a Common Carrier. In addition, damaged sporting equipment may require inspection by Us prior to claims payment and should be kept as proof of loss.

F. SPORTING EQUIPMENT RENTAL COVERAGE*

If Your sporting equipment is damaged, lost or delayed by the Common Carrier for 12 hours or more, or stolen, the program will reimburse You on a one-time basis for the reasonable costs of renting sporting equipment during Your Trip up to the amount indicated on Your Schedule of Coverage.

A police report is required if Your sporting equipment is stolen. A Common Carrier report is required for proof of damage by, delay by or being lost by the Common Carrier.

No coverage will be provided for loss(es) due to any General Program Exclusion.

Part VII. GENERAL PROVISIONS RELATED TO INSURANCE BENEFITS

1. All information in this Certificate with regard to the insurance benefits is subject to the terms and conditions of the Master Policy underwritten by BCS Insurance Company.
2. All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively "Controversies") may be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of Your entire claim to World Access Service Corp. No action in any form can be brought after three years from the date Your claim was submitted to World Access Service Corp.
3. No agent or other person has authority to accept or make representations or information or alter, modify or waive any of the provisions of this Certificate.
4. Claims must be submitted to World Access Service Corp. within 90 days from date of loss, except as otherwise prohibited by law.
5. In the event that You are covered under another policy issued by the Company that provides the same or similar coverage, the Company will adjust Your claim by applying terms and conditions from the coverage that pays the most. Any premium paid for duplicate

coverage will be refunded.

6. Benefits are payable to You or, if applicable, to Your estate unless a beneficiary is named on Your application.

Assignment: You may assign Your interest under the Policy by giving Us written notice of such assignment. The assignment will not be effective until We receive the written notice. Neither the Company nor We assume any responsibility for the validity of any assignment.

Subrogation: The Company or We have the right to recover any payments We have made from anyone who may be responsible for the loss. You and/or any person to whom We make a payment must sign any papers and do whatever is necessary to transfer this right to Us. You and/or any person to whom We make a payment agree(s) to cooperate with Us and to do nothing after the loss that will adversely affect Our rights or those of the Company.

Physical Examinations and Autopsy: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company may also require an autopsy in the case of death, where it is not forbidden by law. The Company will bear all costs for these.

Part VIII. DESCRIPTION OF TRAVEL ASSISTANCE SERVICES

Our goal is to provide immediate help for common travel problems almost everywhere in the world. However, despite Our best efforts, situations arise which are beyond Our control and under these circumstances, We can only promise to make every reasonable effort to help You resolve Your problems. The hotline center staff will do its best to refer You to appropriate medical and legal providers. However, We cannot be held responsible for the quality of results of any medical or legal services provided by these independent practitioners.

If You are in trouble and need help:

1. Call the hotline. From the U.S., call 1-800-654-1908. From all other locations call collect to 1-804-281-5700.

If Your emergency is immediate and life threatening, seek local emergency assistance at once and contact the hotline as soon as possible.

2. Have the following information ready for the hotline coordinator:

- a. Your name and Product ID number; and
- b. Your location and local telephone number.

The hotline coordinator will confirm Your enrollment and provide You with assistance.

Note: In some countries it may not be possible to call collect. If You must phone the hotline directly, give Your location and phone number to the hotline coordinator who will call You back.

Medical Assistance

If You have medical problems and are unable to find local care, We will refer You to a local Physician, dentist, Hospital, medical facility or other appropriate resource, when available.

Medical Consultation and Monitoring

If You are hospitalized, the hotline center medical staff will keep in frequent contact with You and Your local Physician to get information on the care You are receiving and to determine the need for further assistance. We will also contact Your personal Physician and family at home, if necessary.

Emergency Medical Transportation

All medical transportation services must be authorized in advance and organized by the Access America Hotline Center. In the event that the medical transportation services are not authorized in advance and organized by the Access America Hotline Center, We will only pay up to \$5,000.

We will arrange and pay for medical transportation services (specified below) required by You as a result of an Injury or Illness that occurs during the Coverage Period and requires medical evacuation and/or repatriation.

A **medical evacuation** is defined as You being transported to the nearest appropriate medical facility as a result of Our consulting Physician and the local attending Physician's determination that adequate treatment is not available locally.

A **medical repatriation** takes place once You have received medical care and the local attending Physician and Our consulting Physician determines You are able to return home.

All medical transportation services are provided only if they are determined to be Medically Necessary by the hotline center medical staff in consultation with the local attending Physicians. We will arrange and pay, up to the amount indicated on Your Schedule of Coverage, unless otherwise specified below, for the following services and expenses:

1. Reasonable and necessary medical services required for Your medical evacuation to the nearest appropriate facility from the place where the Injury or Illness occurred;

2. Reasonable and necessary escort expenses required by You during a medical evacuation, if this service is deemed Medically Necessary by Our consulting Physician and the local attending Physician;

3. If Our consulting Physician and the local attending Physician anticipate that You will be hospitalized for more than seven consecutive days, We will pay for either the cost of a round-trip economy airline ticket over the most direct route to bring a friend or Family Member to Your bedside, or the cost to return accompanying dependents under 23 years of age back to their home;

4. The cost of an economy class ticket to repatriate You back home, less any refunds from any unused return Trip tickets; and

5. The cost for reasonable and necessary services needed for the transport of Your remains from the place of death to Your place of residence.

Travel Document and Ticket Replacement Assistance

The program provides You with information to assist in obtaining replacements of lost passports or other important travel documents. We also help You to replace lost airline and other travel tickets and will assist You in obtaining money for this purpose. These funds will come from Your family or friends. We will make all the necessary arrangements for You, including assisting You to return home if Your Trip is interrupted.

Legal Assistance

If You have legal problems, Our hotline center staff will help You find a local legal advisor. If You require the posting of bail or immediate payment of legal fees, We will help arrange a cash transfer from Your family or friends.

Emergency Cash Transfer

If Your cash or traveler's checks are lost or stolen, or if You need funds for the immediate payment of unanticipated expenses, We will help arrange to have emergency cash (in currency, traveler's checks or any other form acceptable to Us) transmitted to You in a timely fashion. These funds will come from Your family or friends. Our hotline center staff will make all the necessary arrangements for You .

Emergency Message Center

In the event of an emergency, call the hotline center, identify yourself by Your Product ID number, and give the hotline coordinator Your message. We will make at least 3 attempts in 24 hours to reach Your requested party, and We will provide You with an update on the disposition of Our attempts to deliver the message. (We are not responsible for delivery of a message if the recipient cannot be reached). This service can be used for Trips anywhere in the world.

Flight Information

If You are faced with a canceled or missed flight, just call the hotline center for 24-hour information on alternate flights. We can provide You with scheduled departure and arrival times of alternate, direct flights only. We do not book reservations or pay for tickets. This service can be used on Trips within the U.S., Canada, the Caribbean and Mexico only.

Roadside Assistance

a. 24-Hour Emergency Towing – Should You experience a mechanical disablement which renders the vehicle inoperable, a service provider will tow the vehicle to the nearest qualified dealership or repair facility. In situations where there is no identifiable repair facility, You are covered up to \$100.00. In all cases You are covered up to a maximum of \$100.00 per event.

b. Emergency Roadside Assistance – If You incur a flat tire, run out of gas, require a battery jumpstart, or a winch from the side of the road, a service provider will assist You in promptly getting the vehicle back on the road. Flat tires will be replaced by the driver's good spare. Gas delivery includes 2 gallons of fuel. Winching does not apply to vehicles engaged in off-road activities. You pay nothing for the service up to a maximum \$100.00.

c. Emergency Lockout Service – If You become locked out of the car, a service provider or locksmith will help You gain entrance to the car quickly and safely. You pay nothing for the service up to a maximum of \$100.00.

d. Covered Vehicles – All automobiles are eligible for service. Motorcycles, medium-duty trucks, heavy-duty trucks, trailers, and recreational vehicles (RV's) are not eligible for service.

e. Services Not Covered – All parts, labor and supplies provided while at an auto repair shop are not covered. Installation or removal of snow tires, repair of studs, mounting and dismounting of snow chains are not covered. Vehicle storage and impoundment fees are not covered. Snow removal is not covered.

Services will be provided in the U.S. and Canada by our service provider.

All Roadside Assistance services must be authorized in advance and organized by the Access America Hotline Center. In the event the services are not authorized in advance, We will not be responsible for payment.

Vehicle Return Benefit

We will arrange and pay up to the amount indicated on Your Schedule of Coverage for transportation of Your automobile back to Your primary residence, if one of the following incidents occurs:

1. Your car is stolen during the covered Trip and recovered within two weeks of theft; or
2. An unexpected Illness or Injury prevents Your return.

This coverage is secondary to Your existing automobile insurance coverage.

The automobile must be drivable. If We do not arrange the transport, it must be performed by an accredited professional transport company, or benefits will not be payable. Benefits will not be payable if transport could have been performed by Your Traveling Companion. This benefit does not cover rented automobiles.

Part IX. CLAIM FILING PROCEDURES

To file a claim for covered benefits, please visit www.accessamerica.com to file online or call **1-877-252-4257** 24 hours a day, seven days a week to receive a claim form. Make sure to write Your Product ID number and American Skiing Company on the claim form and submit it with the required documentation. All benefits will be paid in United States dollars.

This coverage will be void if, before or after a loss, You have concealed or misrepresented any material fact or circumstance relating to this coverage.

We will need certain information from You in the event You need to file a claim. This documentation will include, but is not limited to the following:

1. General Documentation

- a. Receipts and itemized bills for all expenses.
- b. Original of any refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.

2. Trip Cancellation/Interruption Claim

- a. Any appropriate documentation that officially explains the cause of Your trip cancellation or interruption. Any explanation of diagnosis along with Your original itemized bills, receipts, and proof of other insurance payments.
- b. Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the trip cancellation or interruption.
- c. Documentation of refunds received from the travel supplier(s) and/or Common Carrier(s).

3. Baggage Insurance Claims

- a. Original claim determination from the Common Carrier, if applicable.
- b. Original police report or other report of local authorities.

- c. Original receipts and list of stolen, lost or damaged items.

- d. Proof of loss providing amount of loss, date, time and cause of loss.

4. Baggage Delay Claims

Proof from the Common Carrier that personal Baggage was delayed or misdirected for at least 24 hours.

5. Travel Delay Claims

Original police, Common Carrier or other report that verifies the cause and duration of the delay.

6. Sporting Equipment Coverage Claims

- a. Original loss report and claim determination from the Common Carrier verifying that the sporting equipment was lost or damaged by the Common Carrier, if applicable.

- b. Original police report or other report from local authorities verifying that the sporting equipment was stolen, if applicable.

- c. Original receipts and list of stolen, damaged or lost sporting equipment.

- d. Repair estimate, if the sporting equipment is damaged.

- e. Proof of loss providing amount of loss, date, time and cause of loss.

7. Sporting Equipment Rental Coverage Claims

- a. Proof from the Common Carrier that Your sporting equipment was damaged, lost or delayed for at least 12 hours, if applicable.

- b. Original police report or other report from local authorities verifying the theft of Your sporting equipment, if applicable.

- c. Original receipt for the sporting equipment rental costs.

VERMONT AMENDMENT RIDER

FORM 52.814

The Policy to which this endorsement is attached is amended as follows:

1. This endorsement is part of the Certificate to which it is attached and provides benefits under the Certificate for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

It is understood that Policy definitions and provisions designating:

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- You and/or Your spouse
- Family Member

and any other Policy or Certificate definitions and provisions designating an insured under this Certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

2. Item 2 under Part VI entitled "**General Provisions Related to Insurance Benefit**" is amended to read:

2. All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively, "Controversies") may be submitted to desk arbitration in accordance with the rules then applying to the American Arbitration Association as long as such arbitration is mutually agreed to by all parties. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of Your entire claim to World Access Service Corp. No action in any form can be brought after three years from the date Your claim was submitted to World Access Service Corp.

There are no other changes to the Policy.

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