



Travel Protection Plan
Designed Exclusively for the Clients of Swain Tours

Description of Coverage
 Plan Number HTP03181-U

IMPORTANT:

This plan is valid only if the appropriate plan cost has been paid prior to or with final Trip payment. The Swain Tours Travel Protection Plan is non-refundable and valid for each person only.

SCHEDULE OF COVERAGES MAXIMUM BENEFIT (Per Insured) UP TO:

PART A: TRAVEL ARRANGEMENT PROTECTION

Trip Cancellation.....	Total Trip Cost
Trip Interruption.....	Total Trip Cost
Trip Delay.....	\$1,000 (\$100/day)

PART B: MEDICAL PROTECTION

Emergency Evacuation and Repatriation of Remains.....	\$25,000
Accident Medical Expense.....	\$5,000
Sickness Medical Expense.....	\$5,000

PART C: BAGGAGE PROTECTION

Baggage/Personal Effects.....	\$2,500
Baggage Delay.....	\$250

PART D: TRAVEL ACCIDENT PROTECTION

Accidental Death & Dismemberment	
Air Common Carrier Only.....	\$100,000
Any Other Circumstance.....	\$25,000

PART E: WORLDWIDE EMERGENCY ASSISTANCE (On Call International)

CareFree™ Travel Assistance.....	24/7
Medical Assistance.....	24/7
Emergency Services.....	24/7

SUMMARY OF COVERAGES

PART A: TRAVEL ARRANGEMENT PROTECTION

Trip Cancellation/Trip Interruption

In the event You are prevented from taking Your Trip because: (a) You or Your Traveling Companion suffers a death or an Injury or Sickness which results in medically imposed restrictions, as certified by a Physician, at the time of loss preventing Your continued participation in the covered Trip, or a non-traveling Immediate Family member suffers an Injury, Sickness, or death; or (b) You or Your Traveling Companion (i) is hijacked, quarantined, required to serve on a jury, or subpoenaed; (ii) has a home made uninhabitable by fire, flood, volcano, earthquake, hurricane, or other natural disaster; or (iii) is directly involved in a documented traffic accident while en route to departure; (iv) are delayed or have arrangements cancelled by a Common Carrier due to delays resulting from inclement weather, mechanical breakdown, or organized labor strikes that affect public transportation, provided (a) the scheduled carrier connecting times must be no less than ninety (90) minutes or longer; and (b) the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled Trip departure

must be four (4) hours or longer; (v) being called into active military service to provide aid or relief in the event of a natural disaster; or (vi) has a transfer of employment of 250 miles or more; the Insurer will pay benefits up to Your total Trip cost for:

- a) **Trip Cancellation** – non-refundable cancellation charges imposed by Swain Tours; or the additional costs You may incur as a result of a change in the per-person occupancy rate of prepaid travel arrangements if a Traveling Companion cancels his/her Trip for a covered reason and You do not cancel.
- b) **Trip Interruption** – unused, non-refundable land or sea expenses prepaid to Swain Tours and/or the airfare paid, less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea Arrangements (limited to the cost of one-way economy airfare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets). Important: The Sickness or Injury causing You to interrupt Your Trip must be verified by a Physician before You terminate the Trip. In no event shall the amount reimbursed exceed the amount You prepaid for Your Trip. Special Conditions: You must advise Swain Tours and BerkelyCare as soon as possible in the event of a claim. The Insurer will not pay benefits for any additional charges incurred that would not have been charged had You notified these parties as soon as reasonably possible.

IMPORTANT: You must be medically capable of travel on the day You purchase this coverage. The event which necessitated the trip cancellation/interruption must occur after Your effective date of Trip Cancellation coverage. Benefits will not be paid for expenses not refunded in the event of the Travel Supplier's or Swain Tours' insolvency.

Trip Delay

The Insurer will pay benefits for Covered Expenses, up to \$1,000 (\$100 per day), if Your flight en route to or from Your Land/Sea Arrangements is delayed for 12 hours or more due to inclement weather, strike or other job action, or equipment failure of a Common Carrier; a traffic accident en route to a departure in which You or Your Traveling Companion is not directly involved; lost or stolen passports, travel documents, or money; quarantine; hijacking; natural disaster including hurricane; civil commotion or riot; Sickness, Injury, or death of You, Your Traveling Companion, or an Immediate Family Member traveling with You.

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

PART B: MEDICAL PROTECTION

Emergency Evacuation and Repatriation of Remains

The Insurer will pay benefits for Covered Expenses if an Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a legally licensed Physician who certifies that the severity of Your Injury or Sickness warrants an Emergency Evacuation. Emergency Evacuations must be verified, approved, and arranged in advance by On Call International. The Insurer will also pay Repatriation of Remains benefits for Transportation to return Your body to Your point of origin in the event of Your death during Your Trip. The Insurer will not cover any expenses provided by another party at no cost to You or already included in the cost of the Trip.

Accident & Sickness Medical Expense

The Insurer will pay benefits, up to \$5,000, if You incur necessary Covered Medical and Dental Expenses as a result of an Injury, or up to \$5,000 if You incur necessary Covered Medical and Dental Expenses as a result of Sickness. The accident causing such Injury must occur while You are covered under the policy, and the Sickness must first manifest itself during Your Trip. You must receive initial treatment within ninety (90) days of the accident which caused the Injury or the onset of the Sickness. All services, supplies, or treatment must be received within 52 weeks of the date of the accident or the onset of the Sickness. Only dental expenses incurred during Your Trip are covered.

PRE-EXISTING CONDITIONS

The Insurer will not pay under coverages in Parts A & B (except Emergency Evacuations and Repatriation of Remains) for any claims arising from any Injury, Sickness, or other condition (including any from which death ensues) affecting You, a Traveling Companion, or an Immediate Family member booked to travel with You which, within the 90-day period before Your coverage began under this protection plan: (a) first manifested itself, worsened, became acute, or had symptoms which would prompt one to seek diagnosis, care, or treatment; or (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine was taken remained controlled without any change in the required prescription; or (c) required treatment or treatment was recommended by a Physician.

PRE-EXISTING CONDITION WAIVER

We will waive this Pre-Existing Condition exclusion if You make payment for this coverage within two (2) weeks of the date Your deposit or initial Trip payment is received by Swain Tours, provided that You, Your Traveling Companion and Your Immediate Family Member booked to travel with You are medically capable of travel on the day You purchase this coverage. **Note: satisfaction of this prerequisite will be verified during claim processing.**

If You have any questions concerning this exclusion, please call BerkelyCare at 1-(800) 453-4066 for clarification.

PART C: BAGGAGE PROTECTION

Baggage/Personal Effects

The Insurer will reimburse You, up to \$2,500, for loss, theft, or damage to baggage and personal effects. The Insurer will pay the lesser of the following: original cash value of the item less depreciation as determined by the Insurer; or cost of repair or replacement. The maximum benefit per article is \$250. There will be a combined maximum of \$500 for the following: jewelry; watches; articles consisting in whole or in part of silver, gold, or platinum; furs, articles trimmed with or made mostly of fur; and lost cameras and their related equipment.

Baggage Delay

You will be reimbursed for expenses of necessary personal effects, up to \$250, if Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from the time You arrived at the destination stated on Your ticket. You must be a ticketed passenger on a Common Carrier.

EXCESS INSURANCE PROVISION

The insurance provided under Parts A, B, and C shall be in excess of all other valid and collectible insurance or indemnity and shall apply only when such other benefits are exhausted.

PART D: TRAVEL ACCIDENT PROTECTION

Accidental Death & Dismemberment

If You sustain an Injury while on the Trip or Flight which results in a loss of life, actual severance of limb, or entire and irrecoverable loss of eyesight, speech, or hearing within 365 days of the date of the accident, the Insurer will pay a portion of, or in cases of death, up to a maximum of the benefit amount shown in the Schedule of Coverages.

PART E: WORLDWIDE EMERGENCY ASSISTANCE

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

DEFINITIONS

Air Common Carrier means an air conveyance operating under a valid license for the transportation of passengers for hire.

Common Carrier means an air, land, or sea conveyance operating under a valid license for the transportation of passengers for hire.

Immediate Family means children, step-or adopted children, children-in-law, parents, step-parents, parents-in-law, siblings, step-siblings siblings-in-law, grandparents, grandchildren, legal or common law spouse, aunts, uncles, nieces, or nephews of You or Your Traveling Companion.

Injury means bodily injury caused by an accident occurring while this plan is in force and resulting directly and independently of all other causes in loss covered by this plan. The Injury must be verified by a Physician.

Insurer means Virginia Surety Company, Inc.

Land/Sea Arrangements means land and/or sea arrangements made by Swain Tours.

Physician means a licensed practitioner of the healing arts acting within the scope of his/her license. The treating Physician may not be yourself, a Traveling Companion, or an Immediate Family member.

Scheduled Trip Departure City means a city where the scheduled land tour on which You are to participate originates.

Sickness means an illness or disease which is diagnosed or treated by a Physician after the effective date of coverage and while You are covered under this plan.

Travel Supplier means the tour operator, cruise line, and/or airline providing travel arrangements for Your Trip.

Traveling Companion means one person who is booked to share accommodations with You on Your Trip.

Trip means prepaid Land/Sea Arrangements and shall include Flight connections to join and depart such Land/Sea Arrangements, provided air arrangements are within ten (10) total days of the scheduled Land/Sea Arrangements.

You or Your means a person who has purchased a Trip and who has paid the required plan cost for the coverage provided hereunder.

EXCLUSIONS

THIS PROTECTION PLAN DOES NOT COVER: IN PARTS A & B: ANY LOSS CAUSED BY OR RESULTING FROM: Pre-Existing Conditions (except Emergency Evacuation & Repatriation of Remains), unless this exclusion has been waived; suicide or attempted suicide while sane; intentionally self-inflicted injuries; Sickness or disease except as provided for in the policy; war or any act of war whether declared or not; while serving as a member of the armed services; while or as a result of riding in any device for aerial navigation other than as provided for in the policy; participation in any professional, semi-professional, or inter-scholastic team sports; being under the influence of drugs or intoxicants unless prescribed by a duly licensed Physician; participation in any felonious act or attempt thereof; scuba diving, unless it is recreational diving at less than 30 feet in depth; skydiving; snowskiing; hang gliding; parachuting (not including parasailing); contests of speed; elective surgery; dental treatment except as a result of Injury to sound, natural teeth; elective abortion; normal pregnancy; mental or nervous disorders.

IN PART C: ANY LOSS OR DAMAGE TO: animals; automobiles and their equipment; boats; motors; motorcycles; other conveyances and their equipment (except bicycles while checked as baggage with a Common Carrier); household furniture; eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; money and securities; tickets and documents; sporting equipment if loss or damage results from the use thereof; personal computers.

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

TERM OF COVERAGE

This protection is valid only upon payment to Swain Tours of the total required plan cost in advance of any losses and will not cover any losses suffered prior to purchase. The Trip Cancellation protection provided under Part A takes effect upon receipt of the required plan cost by Swain Tours and ends upon the commencement of Your Land/Sea Arrangements. The remaining coverages and services provided take effect at 12:01 A.M. local time at Your location on the contracted departure date of Your Land/Sea Arrangements and terminate on the earlier of the following: (a) Your return to Your origination point (as specified in the travel tickets); or (b) 11:59 P.M. local time at Your location on the day the Land/Sea Arrangements are scheduled to be completed; or (c) the date You cancel Your Trip. The duration of coverage shall be extended when You commence/terminate air travel from/to Your origination point within ten (10) total days before/after the commencement/termination of the Land/Sea Arrangements.

WHERE TO REPORT CLAIMS

Online: www.travelclaim.com

Phone: 1-(800) 453-4066 or 1-(516) 342-2720

Mail: BerkelyCare, 300 Jericho Quadrangle, P.O. Box 9022, Jericho, NY 11753

Office Hours: 8AM - 10PM (EST), Monday - Friday, 9AM - 5PM (EST), Saturday

This plan was designed and is administered by BerkelyCare, a division of Affinity Insurance Services, Inc., in all states except: AIS Affinity Insurance Agency, Inc. in CA/MN/OK; and AIS Affinity Insurance Agency in NY.

For additional information regarding this plan, call the Swain Tours Protection Help Line at:

1-(800) 453-4066 or 1-(516) 294-0220.

Office Hours: 8AM - 10PM (EST), Monday – Friday and Saturday 9AM – 5PM

This plan is underwritten by: Virginia Surety Company, Inc. Virginia Surety Company, Inc. 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604

Policy terms and conditions are briefly outlined in this Description of Coverage. Complete provisions pertaining to this protection plan are contained in the Master Policy on file with the trustee, Marine Bank, Springfield and Swain Tours. In the event of any conflict between this Description of Coverage and the Master Policy, the Policy will govern.