

## DESCRIPTION OF COVERAGE

# VAIL RESORTS®

## Season Ski Pass Program

### Schedule of Benefits

Coverage applies for season passes valid from date of purchase through April 15, 2010 for the season beginning November 15, 2009 through April 15, 2010.

#### Maximum Limit Per Person

Season Pass Cancellation .....Season Pass Cost  
Season Pass Interruption .....Pro-rated Season Pass Cost\*

\*Coverage will be provided for the pro-rated cost of the unused portion of the Season Pass. Reimbursement will be calculated based on the first day of the season, regardless of the actual date the Season Pass was purchased.

#### IMPORTANT

This coverage is valid only if the appropriate plan cost has been paid. Please keep this document as Your record of coverage under the plan.

### PLEASE READ THIS DOCUMENT CAREFULLY!

#### Insurance Coverage

Insurance Coverage is Underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania Insurance Company, NAIC No. 19445, with its principal place of business at 175 Water Street 18th Fl., New York, NY 10038 and currently authorized to transact business in all states and the District of Columbia. Coverage may not be available in all states.

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PRODUCT NUMBER: 008576-P1 8/09

In the event of a claim, please refer to the above Product Number.

### Definitions

(Capitalized terms within this Description of Coverage are defined herein)

**"Caregiver"** means an individual employed for the purpose of providing assistance with activities of daily living to the Insured or to the Insured's Family Member who has a physical or mental impairment. The Caregiver must be employed by the Insured or the Insured's Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living.

**"Children" / "Child"** means unmarried children of the Insured, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured's home, under age 25. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

**"Complications of Pregnancy"** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**"Family Member"** means the Insured's spouse, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, Caregiver, foster child, ward, or legal ward.

**"Initial Trip Payment"** means the first payment made to the Insured's Travel Supplier toward the cost of the

Insured's Trip.

**"Injury/Injured"** means a bodily injury caused by an accident occurring while the Insured's coverage under the Policy is in force, and resulting directly and independently of all other causes of Loss covered by the Policy. The injury must be verified by a Physician.

**"Insured"** means an eligible person for whom: (a) any required enrollment form has been completed; (b) any required plan cost has been paid; and (c) while covered under the Policy.

**"Insurer"** means National Union Fire Insurance Company of Pittsburgh, PA.

**"Loss"** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

**"Mental, Nervous or Psychological Disorder"** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**"Natural Disaster"** means a flood, fire, hurricane, tornado, earthquake, volcanic eruption, or blizzard that is due to natural causes.

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

**"Physician"** means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services acting within the scope of his/her license. The treating Physician may not be the Insured or a Family Member.

**"Primary Residence"** means a person's fixed, permanent and principal home for legal and tax purposes.

**"Schedule"** means the Schedule of Benefits shown in the Master Application.

**"Sickness"** means an illness or disease diagnosed or treated by Physician.

**"Travel Supplier"** means the tour operator, rental company, property management company, cruise line, and/or airline that provides pre-paid travel arrangements for the Insured's Trip.

**"Trip"** means periods of travel away from home to a ski resort to participate in recreational activities and for which a season pass is purchased.

**"Trip Cost"** means the dollar amount of Trip payments

or deposits reflected on any required enrollment form. **"Unforeseen"** means not anticipated or expected and occurring after the effective date of the policy.

**"Uninhabitable"** means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (4) the rental property is without electricity or water.

## **Effective & Termination Dates**

**Effective Date:** Coverage will be effective for an Insured at 12:01 a.m. Standard Time on the date following receipt by the Insurer or the Insurer's authorized representative of any required plan cost.

**Termination Date:** Insurance elected by or provided for an Insured will end on the earliest of:

1. the end of the period for which any required plan cost has been paid;
2. the date the Insured requests, in writing, that his or her insurance be terminated

## **General Exclusions**

This plan does not cover any loss caused by or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured or Family Member;
- (b) elective abortion;
- (c) war or act of war, whether declared or not, civil disorder, riot, or insurrection;
- (d) any unlawful acts, committed by the Insured or a Family Member whether insured or not;
- (e) Mental, Nervous or Psychological Disorder;
- (f) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician;
- (g) changes by the Insured or a Family Member, for any reason;
- (h) any government regulation or prohibition;
- (i) an event which occurs prior to the Insured's coverage Effective Date;
- (j) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Insurer will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured or Family Member which, within the 120 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened or became acute or had

symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

### **PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER**

The Insurer will waive the pre-existing medical condition exclusion if the following conditions are met:

1. This plan is purchased within 15 days of making the Initial Trip Payment;
2. All Insured's are medically able to travel when plan cost is paid.

## **Season Pass Cancellation and Interruption**

The Insurer will pay a benefit, up to the Maximum Limit shown on the Schedule, if an Insured cancels or is unable to continue on his/her Trip due to the following Unforeseen events:

(a) Sickness, Injury or death of an Insured or Family Member.

1) Injury or Sickness of an Insured or Family Member traveling with the Insured must be so disabling as to reasonably cause a Trip to be cancelled or interrupted, which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip.

2) If the Insured must cancel or interrupt his/her Trip due to Injury or Sickness of a Family Member not traveling with the Insured, it must be because their condition is life-threatening, as certified by a Physician or because they require the Insured's care.

(b) the Insured's Primary Residence or Destination being made Uninhabitable by Natural Disaster, vandalism, or burglary;

(c) the Insured being subpoenaed, required to serve on a jury, hijacked, or quarantined;

(d) Insured is called to active military service or military leave is revoked or reassigned;

(e) the Insured has an involuntary employer-initiated transfer within the same organization of 100 or more miles after the Insured's effective date of coverage which requires the Insured's Primary Residence to be relocated provided that he or she has been an active employee for the same employer for at least 1 year;

(f) Insured has a Complication of Pregnancy, Normal

Pregnancy or Childbirth. Normal Pregnancy, Complication of Pregnancy or Childbirth must occur after the Insured's effective date of coverage and must be verified by medical records;

(g) the Insured is involuntarily terminated or laid off provided that he or she has been an active employee for the same employer for at least 1 year. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, independent contractors or self-employed persons.

## **SPECIAL NOTIFICATION OF CLAIM**

The Insured must notify Travel Guard as soon as reasonably possible in the event of a Season Pass Cancellation or Interruption claim. If the Insured is unable to provide cancellation notice within the required timeframe, the Insured must provide proof of the circumstance that prevented timely notification.

**Season Pass Cancellation Benefits:** The Insurer will reimburse the Insured for forfeited Trip Cost up to the Maximum Limit shown on the Schedule for Trips that are canceled prior to November 15, 2009 due to the Unforeseen events shown above.

**Season Pass Interruption Benefits:** The Insurer will reimburse the Insured up to the Maximum Limit shown on the Schedule for Trips that are interrupted due to the Unforeseen events shown above for forfeited, insured Trip Cost.

## **Payment of Claims**

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip, the Trip dates, and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his/her review and signature. The completed form should be returned to Travel Guard, P.O.Box 47, Stevens Point, Wisconsin 54481 (Telephone: 1.877.249.5373).

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to the Insurer no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under the policy must be submitted to Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Insurer has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claims forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, the participating organization name, and the

policy number.

**Payment of Claims: When Paid:** Claims will be paid as soon as Travel Guard receives complete proof of Loss and verification of age.

**Season Pass Cancellation and Interruption Payment of Loss:** The Insured must provide Travel Guard documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide the Insurer with all unused tickets if he/she is claiming the value of those unused tickets.

## **General Provisions**

**Termination of the Policy:** Termination of the policy will not affect a claim for Loss which occurs while the policy is in force.

**Transfer of Coverage:** Coverage under the policy cannot be transferred by the Insured to anyone else.

## **State Specific Notices**

### **Notice to Washington DC Residents:**

T30341NUFIC-DC

The Pre-existing Medical Condition Exclusion is amended as follows:

**PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Insurer will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition of an Insured or Family Member which, within the 120 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened or became acute or had symptoms which would have prompted a person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

Exclusions (e) and (f) are amended to add "except as state mandates".

### **Notice to Illinois Residents:**

T30341NUFIC-IL

The definition of "Complications of Pregnancy" is amended to delete "hyperemesis gravidarum and preeclampsia".

The definition of "Injury" is amended to read as follows: Injury/Injured means a bodily injury caused by an accident occurring while the Insured's coverage under the Policy is in force and resulting directly from all other causes of Loss covered by the Policy. The injury must be verified by a Physician.

The General Exclusions provision is amended as follows: "Any unlawful acts committed" is deleted and replaced with "commission of or attempt to commit a felony".

### **Notice to Louisiana Residents:**

T30341NUFIC-LA

The "use of drugs, narcotics or alcohol" exclusion is amended to read: "being under the influence of narcotics or intoxicants, unless prescribed by a Physician;"

### **Notice to Nevada Residents:**

T30341NUFIC-NV

The General Exclusions section is amended to delete the following exclusion: "use of drugs, narcotics or alcohol, unless administered upon the advice of a Physician. The "Payment of Claims: When Paid" provision is deleted and replaced with the following: Payment of Claims: Claims will be approved or denied within 30 days after Travel Guard receives the claim. If the claim is approved Travel Guard will pay the claim within 30 days after its approval. If the approved claim is not paid within that period, Travel Guard will

pay interest on the claim at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1 as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due.

The "Claim Procedures: Proof of Loss" provision is amended to add the following: If Travel Guard requires additional information or time to approve or deny a claim, it will notify the Insured within 20 days after receipt of the claim, and at least once every 30 days thereafter until the claim is approved or denied. The notice will contain the reason why the additional information or time is required. Travel Guard will approve or deny the claim within: 30 days after it receives the additional information; or 31 days after the last timely notice was provided.

### **Notice to North Carolina Residents:**

T30341NUFIC-NC

The time period in the Proof of Loss provision is amended to 180 days.

The pre-existing conditions exclusion is amended to delete reference to "first manifested" and to replace "a reasonable person" with "a person".

### **Notice to Texas Residents:**

T30341NUFIC-TX

The Proof of Loss Provision is amended by add the following: The Insurer will acknowledge receipt of the notice of claim in writing within 15 business days after the Insurer receives the claim. The Insurer will notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date the Insurer receives all required documentation to secure final proof of Loss. If the Insurer rejects the claim, the required notice will state the reasons for the rejection. If the Insurer is unable to accept or reject the claim within that time period, the Insurer will notify the claimant of the reasons that additional time is needed. The Insurer will accept or reject the claim not later than the 45th day after the claimant is notified. If the claim is accepted, the Insurer will pay the claim within 5 days of the notice of acceptance. If payment of the claim is delayed, the Insurer will pay the claim plus 18% interest per year, plus reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

The Pre-Existing Medical Condition Exclusion is amended to remove "first manifested itself" and to replace "reasonable person" with "ordinarily prudent person".

**TEXAS LAWS GOVERN POLICIES.** Any contract of insurance payable to any citizen or inhabitant of this State by any insurance company or corporation doing business within this State shall be held to be a contract made and entered into under and by virtue of the laws of this State relating to insurance, and governed hereby, notwithstanding such policy or contract of insurance may provide that the contract was executed and the premiums and policy (in case it becomes a demand) should be payable without this State, or a at the home office of the company or corporation issuing the same.

**ELECTED OFFICIALS.** An insurer may not cancel or refuse to renew an insurance policy based solely on

the fact that the policyholder is an elected official.

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call National Union Fire Insurance Company of Pittsburgh, Pa.'s toll free number for information or to make a complaint at: 1.800.553.6938.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at: 1.800.252.3439.

You may write the Texas Department of Insurance: P. O. Box 149104; Austin, TX 78714-9104; Fax # 512.475.1771; Web: <http://www.tdi.state.tx.us>; E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us).

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de National Union Fire Insurance Company of Pittsburgh, Pa. para informacion o para someter una queja al: 1.800.553.6938.

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al: 1.800.252.3439.

Puede escribir al Departamento de Seguros de Texas: P. O. Box 149104; Austin, TX 78714-9104; Fax # 512.475.1771; Web: <http://www.tdi.state.tx.us>; E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us).

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Notice to Wisconsin Residents:**

T30341NUFIC-WI

The Proof of Loss provision is deleted and replaced with the following language: Proof of Loss. The Insured must furnish the Insurer with proof of loss.

Proof of loss includes police or other local authority reports or documentation from the appropriate party responsible for the loss. It must be filed within 90 days from the date of loss. Failure by the Insured to give notice within such time does not invalidate or reduce the claim unless the Insurer is prejudiced by the failure to give notice within such time.

The Payment of Claims: When Paid: is deleted and replaced with the following language: Payment of Claims: When Paid: Claims will be paid as soon as Travel Guard receives complete proof of Loss and verification of age, but not later than 30 days.

Any payments under the policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at: [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/) or a Travel Guard representative.



Travel Smart. Travel Insurance.

When calling from the U.S., 1.877.249.5373.  
When calling from abroad, call collect 1.715.295.5452.