

Passenger Protection Plan

Designed Exclusively for
the passengers of

China Spree Travel

Tour Beyond, Inc.
(dba: China Spree)



IMPORTANT

This program is effective only when the appropriate Plan cost has been received by China Spree. The China Spree Passenger Protection Plan is nonrefundable and valid for each person only. Please keep this document as Your record of coverage.

program designed by



Insurance Services

DESCRIPTION OF COVERAGE

Schedule: CHINA SPREE TRAVEL
Policy Number: MZ0911116H0000A

Schedule of Coverages & Services	Maximum Benefits Per Person
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Part A - Travel Accident Protection	
Trip Cancellation.....	Up to 100% of Trip Cost
Trip Interruption	Up to 100% of Trip Cost
Trip Delay	\$750

Part B - Baggage Protection	
Baggage & Personal Effects.....	\$1,500
Baggage Delay	\$300

Part C - Medical Protection	
Emergency Accident/Sickness	
Medical Expense	\$25,000
Emergency Evacuation & Repatriation of Remains	\$100,000

Part D - Travel Accident Protection	
Accidental Death & Dismemberment	\$25,000

Worldwide Emergency Assistance* Included

Coverages listed under parts A, B, C and D are underwritten by Stonebridge Casualty Insurance Company.

*Worldwide Emergency Assistance Services are provided by Travelex's designated provider.

Please read this brochure in its entirety for a complete description of all terms and conditions.

PART A - TRAVEL PROTECTION

Trip Cancellation and Trip Interruption

We will pay a Benefit, up to the amount in the Schedule, if you are: 1) prevented from taking your Covered Trip; or 2) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 3) you are unable to continue on your Covered Trip after you have departed on your Covered Trip, due to your, an Immediate Family Member's, Traveling Companion's or Business Partner's, Sickness, Injury, or death, that occurs before departure on your Covered Trip. The Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) require the examination or treatment by a Physician at the time the Covered Trip is cancelled; and c) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Trip or to prevent you from taking or continuing your Covered Trip.

We will pay a benefit if you are prevented from taking your Covered Trip due to Other Covered Events, as defined, that occur before departure on your Covered Trip.

OTHER COVERED EVENTS means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy:

1. Arrangements canceled by an airline, cruise line, motor coach company, or tour operator, resulting from inclement weather, mechanical breakdown on which the Insured is scheduled to travel, or organized labor strikes that affect public transportation.
2. a change in plans by you, an Immediate Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:
 - (a) being directly involved in a documented traffic accident while en route to departure;
 - (b) being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, an Immediate Family Member traveling with

- you or a Traveling Companion is not 1) a party to the legal action, or 2) appearing as a law enforcement officer;
- (c) your Home made uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
 - (d) your involuntary termination of employment or layoff and was not under your control. You must have been continuously employed with the same employer for 3 years prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors or self-employed persons.
 - (e) being called into active military service to provide aid or relief in the event of a natural disaster;
 - (f) a Terrorist Act which occurs in your departure city or in a city which is a scheduled destination for your Covered Trip provided the Terrorist Act occurs within 30 days of the Scheduled Departure Date for your Covered Trip;

Pre-Departure Trip Cancellation Benefits

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

Post-Departure Trip Interruption Benefits

We will reimburse you, less any refund paid or payable, for unused travel arrangements, plus one of the following: 1) the additional transportation expenses by the most direct route from the point where you interrupted your Covered Trip: (a) to the next scheduled destination where you can catch up to your Covered Trip; or (b) to the final destination of his/her Covered Trip; or 2) the additional transportation expenses incurred by you by the most direct route to reach your original Covered Trip destination if you are delayed and leave after the Scheduled Departure Date.

However, the benefit payable under (1) and (2) above will not exceed the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route less any refunds paid or payable for your unused original tickets.

Trip Delay

If your Covered Trip is delayed for 12 hours or more, we will reimburse you up to the amount shown in the Schedule for reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible.

Trip Delay must be caused by or result from: Common Carrier delay; or loss or theft of your passport(s), travel documents or money; or quarantine; or hijacking; or natural disaster or closure of public roadways by government authorities due to adverse weather; or a documented traffic accident while you are en route to departure; or unannounced strike; or a civil disorder.

PART B - BAGGAGE PROTECTION

Baggage and Personal Effects Benefit

We will reimburse you, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Covered Trip. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 100% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your proof of loss.

We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will: 1) repair or replace any part to restore the pair or set to its value before the loss; or 2) pay the difference between the value of the property before and after the loss.

Items Subject to Special Limitations

We will not pay more than \$500 (or the Baggage and Personal Effects limit, if less) on all losses to jewelry; watches; precious gems; articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. Items not included above are subject to a \$250 per item limit.

Baggage Delay Benefit

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 24 hours or more during your Covered Trip.

This coverage terminates upon your arrival at the return destination of your Covered Trip.

Continuation of Coverage

If the covered Baggage, passports or visas are in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to you. This continuation of coverage does not include loss caused by or resulting from the delay.

Your Duties in the Event of a Loss

In case of loss, theft or damage to Baggage and Personal Effects, you should: 1) immediately report the situation incident to the hotel manager, tour guide or representative, transportation official, local police or other local authorities and obtain their written report of your loss; and 2) take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.

PART C - MEDICAL PROTECTION

Medical Expense Benefits

We will pay this benefit, up to the amount on the Schedule for the following Covered Expenses incurred by you, subject to the following: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Trip.

Covered Expenses:

- 1. expenses for the following Physician-ordered medical services: services of legally qualified Physicians and graduate nurses, charges for Hospital confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services, incurred by you within one year from the date of your Sickness or Injury;
- 2. expenses for emergency dental treatment incurred by you during a Covered Trip.

Please refer to the Definitions, for an explanation of Pre-Existing Conditions which are excluded under the Medical Expense Benefits.

Emergency Evacuation & Repatriation of Remains

We will pay this benefit, up to the amount on the Schedule, for the following Covered Expenses incurred by you, subject to the following: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Trip.

Covered Expenses:

- 1. expenses incurred by you for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to the Program Medical Advisors prior approval;
- 2. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of hospitalization for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days;
- 3. expenses for transportation not to exceed the cost of one-way economy class air fare to your place of residence in the United States of America [or foreign country name], including escort expenses, if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to the Program Medical Advisors prior approval;
- 4. expenses for one-way economy class air fare (or first class, if your original tickets were first class) to your place of residence in the United States of America, from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the plan;
- 5. repatriation expenses for preparation and air transportation of your remains to your place of residence in the United States of America, or up to an equivalent amount for a local burial in the country where death occurred, if you die while outside the United States of America.

Your duties in the event of a Medical Expense:

You must provide us with all bills and reports for medical and/or dental expenses claimed; You must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance; You must sign a patient authorization to release any information required by us, to investigate your claim.

Waiver of the Pre-Existing Condition Exclusion

The Pre-Existing Condition Exclusion is waived provided you meet the following requirement:

- 1. the payment for this plan is received within 7 days of the initial Covered Trip deposit for your Covered Trip.

PART D - TRAVEL ACCIDENT PROTECTION

Accidental Death and Dismemberment - 24 Hour

We will pay this benefit up to the amount on the Schedule if you are injured in a covered Accident which occurs while you are on a Covered Trip and covered under the plan, and you suffer one of the losses listed below within 180 days of the Accident. The Principal Sum is the benefit amount shown on the Schedule.

<u>Loss:</u>	<u>Percentage of Principal Sum Payable:</u>
Life.....	100%
Both Hands; Both Feet or Sight of Both Eyes.....	100%
One Hand and One Foot	100%
One Hand and Sight of One Eye	100%
One Foot and Sight of One Eye	100%
One Hand, One Foot or Sight of One Eye.....	50%

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. Loss of a hand or foot means complete severance at or above the wrist or ankle joint. Loss of sight of an eye means complete and irrecoverable loss of sight.

GENERAL PLAN EXCLUSIONS

The following exclusion applies to the Accidental Death and Dismemberment coverage: We will not pay for loss caused by or resulting from Sickness of any kind.

The following exclusion applies to the Medical Expense, Trip Cancellation, Trip Interruption, and Trip Delay coverages: We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the plan, including death that results therefrom. This Exclusion does not apply to benefits under covered expenses emergency medical evacuation or repatriation of remains of the Medical Expense Benefits coverage.

The following exclusions apply to all coverages: We will not pay for any loss under the plan, caused by, or resulting from: (a) Your, Traveling Companion's, or Immediate Family Member's booked to travel with you, suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane; (b) mental, nervous, or psychological disorders; (c) being under the influence of drugs or intoxicants, unless prescribed by a Physician; (d) normal pregnancy or resulting childbirth or elective abortion; (e) participation as a professional in athletics; (f) riding or driving in any motor competition; (g) declared or undeclared war, or any act of war; (h) service in the armed forces of any country; (i) operating or learning to operate any aircraft, as pilot or crew; (j) mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing or travel on any air supported device, other than on a regularly scheduled airline or air charter company; (k) any criminal acts, committed by you; (l) any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law; (m) a loss or damage caused by detention, confiscation or destruction by customs; (n) Elective Treatment and Procedures.

The following exclusion applies to the Baggage and Personal Effects, Baggage Delay coverages:

Items Not Covered: We will not pay for damage to or loss of: animals; property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof; boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; artificial limbs or other prosthetic devices, artificial teeth, dental bridges,

dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; documents or tickets, except for administrative fees required to reissue tickets; money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds food stamps or credit cards, except as noted above; property shipped as freight or shipped prior to the Scheduled Departure Date; contraband.

Losses Not Covered: We will not pay for loss arising from: defective materials or craftsmanship; or normal wear and tear, gradual deterioration, inherent vice; or rodents, animals, insects or vermin; or theft or pilferage from an unattended vehicle; or mysterious disappearance; or electrical current, including electric arcing that damages or destroys electrical devices or appliances.

DEFINITIONS

In this Certificate, "you", "your" and "yours" refer to the Plan Participant. "We", "us" and "our" refer to the company providing the coverage. In addition certain words and phrases are defined as follows:

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

Actual Cash Value means purchase price less depreciation.

Baggage means luggage, personal possessions and travel documents taken by you on the Covered Trip.

Business Partner means an individual who is involved, as a partner, with you in a legal general partnership and shares in the management of the business.

Common Carrier means any land, water or air conveyance operated under a license for the transportation of passengers for hire.

Covered Trip means a period of travel away from Home to a destination outside your city of residence.

Elective Treatment And Procedures means any medical treatment or surgical procedure that is not medically necessary including any service, treatment,

or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

Home means your primary or secondary residence.

Hospital means an institution, which meets all of the following requirements: (1) it must be operated according to law; (2) it must give 24 hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis; (3) it must provide diagnostic and surgical facilities supervised by Physicians; (4) registered nurses must be on 24 hour call or duty; and (5) the care must be given either on the hospital's premises or in facilities available to the hospital on a pre-arranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

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

Injury means bodily harm caused by an Accident which: 1) occurs while your coverage is in effect under the plan; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

Insured means an eligible person who arranges a Covered Trip, and pays any required plan payment.

Insurer means Stonebridge Casualty Insurance Company.

Payments or Deposits means the amounts actually paid to the Policyholder for your Covered Trip.

Physician means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must

be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a an Immediate Family Member of yours.

Policy means the contract issued to the Policyholder providing the benefits specified herein.

Policyholder means the legal entity in whose name this Policy is issued, as shown on the Benefit Schedule.

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

1. received or received a recommendation for a diagnostic test, examination, or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before coverage is effective under this Policy.

Schedule means the Benefit Schedule shown in the Description of Coverage for each Insured.

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

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

Sickness means an illness or disease of the body which: 1) requires examination and treatment by a Physician, and 2) commences while the plan is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this plan is not a Sickness as defined herein and is not covered by the plan.

Traveling Companion means a person up to 4 persons whose name(s) appear(s) with you on the same Trip arrangement.

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

TERMS OF COVERAGE

Who Is Eligible For Coverage

A person who has arranged to take a Covered Trip, and pays the required plan payment, and is a citizen or resident of the United States of America or Canada.

When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of 1) the date the plan payment has been received by the Policyholder; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

Pre-Departure Trip Cancellation coverage will take effect on the day your plan payment is received by the Policyholder. Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date.

When Coverage Ends

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed;
2. the Scheduled Return Date;
3. cancellation of the Covered Trip covered by the plan;
4. your arrival at the return destination on a round-trip, or the destination on a one-way trip.

All coverages under the plan will be extended if your entire Covered Trip is covered by the plan and your return is delayed by unavoidable circumstances beyond your control.

BENEFICIARY

Your estate, unless written notice of a designated beneficiary is provided to the Plan Administrator.

CLAIM PROCEDURES

To facilitate prompt claims settlement:

TRIP CANCELLATION CLAIMS: IMMEDIATELY Call China Spree and the Claims Administrator to report your cancellation and avoid non-covered expenses due to late reporting. The Claims Administrator will then advise you on how to obtain the appropriate form to be completed by you and the attending Physician.

INTERRUPTION: Obtain medical statements from the doctors in attendance in the country where Sickness or accident occurred. These statements should give complete diagnosis, stating that the Sickness or accident prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

TRIP DELAY: Obtain receipts for any Additional Expenses (i.e.: meals, lodging, etc.) and submit with written documentation from the source which caused the delay for verification (i.e.: Common Carrier, police report, etc.).

MEDICAL EXPENSES: Obtain receipts from the providers of service, etc., stating the amount paid and an incident report listing the diagnosis and treatment. Submit these first to other medical plans. Provide a copy of their final disposition of your claim.

BAGGAGE: In case of loss, theft, or damage to personal belongings, immediately contact the hotel manager, Tour Manager or representative, transportation official, or local police; report occurrence and obtain a written statement. If loss is the responsibility of a common carrier, submit claim first to party responsible; i.e., airline, cruise line, train etc. Provide a copy of the outcome of your claim, along with the written loss statements, receipts, etc.

CLAIM FORMS

To obtain claim forms and any additional information on how to report a claim, call or write the Plan Administrator and refer to

**Policy Number:
MZ0911116H0000A**

WORLDWIDE EMERGENCY ASSISTANCE SERVICES

Provided by Travelex's Designated Provider

A 24-hour emergency telephone assistance service is available for your benefit, in the event of an emergency while on the Covered Trip. Various services are available to you including the following:

- Emergency Travel Arrangements
- Physician Referral
- Worldwide Legal Assistance
- Emergency Cash Transfer

Note: Problems of distance, information and communication make it impossible for Stonebridge Casualty, Travelex Insurance Services, Berkely or Travelex's Designated Provider 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.

TO ACCESS EMERGENCY ASSISTANCE CALL

Toll Free: 1-800-618-0692
Collect: 603-328-1711

24 hours a day, 7 days a week

PLAN ADMINISTRATOR

For plan inquiries or information on filing a claim, please contact the Plan Administrator at:

Berkley
300 Jericho Quadrangle
P.O. Box 9022
Jericho, NY 11753
1-800-323-3149

Monday - Friday 9:00 a.m. - 5:00 p.m. (EST)

Refer to Policy # MZ0911116H0000A

Plan is designated by Travelex Insurance Services, Inc.

Ten Day Free Look Period

If you are not completely satisfied within 10 days of purchasing this plan, China Spree will refund your plan cost, if you have not departed on your trip or filed a claim.

This program is administered by Aon Affinity Berkely Travel. Aon Affinity Berkely Travel, a division of Affinity Insurance Services, Inc.; (AR 244489); in CA, MN & OK a division of AIS Affinity Insurance Agency, Inc. (CA 0795465); in CA Aon Affinity Insurance Services, Inc. (CA 0G94493); and in NY a division of AIS Affinity Insurance Agency.

Travel Insurance is underwritten by Stonebridge Casualty Insurance Company a Transamerica company, Columbus, Ohio; NAIC #10952 (all states except as otherwise noted) under Policy/Certificate Form series TAHC5000. In CA, HI, NE, NH, PA, TN and TX Policy/Certificate Form series TAHC5100 and TAHC5200. In IL, IN, KS, LA, OR, OH, VT, WA and WY Policy Form #'s TAHC5100IPS and TAHC5200IPS. Certain coverages are under series TAHC6000 and TAHC7000.

Please take this Description of Coverage with you on your Covered Trip. This is a brief Description of Coverage, which outlines benefits and amounts of coverage available to you. To view your state-filed form, please visit www.travelexinsurance.com/SBPlans.aspx or call 1-800-819-9004 to obtain your Individual Policy in the following states: IL, IN, KS, LA, OR, OH, VT, WA and WY or your Group Certificate for all other states. Your Individual Policy or Group Certificate will govern the final interpretation of any provision or claim.

Passenger Protection Plan

Designed Exclusively for the passengers of

China Spree Travel

Tour Beyond, Inc.

(dba: China Spree)



Insurance Services