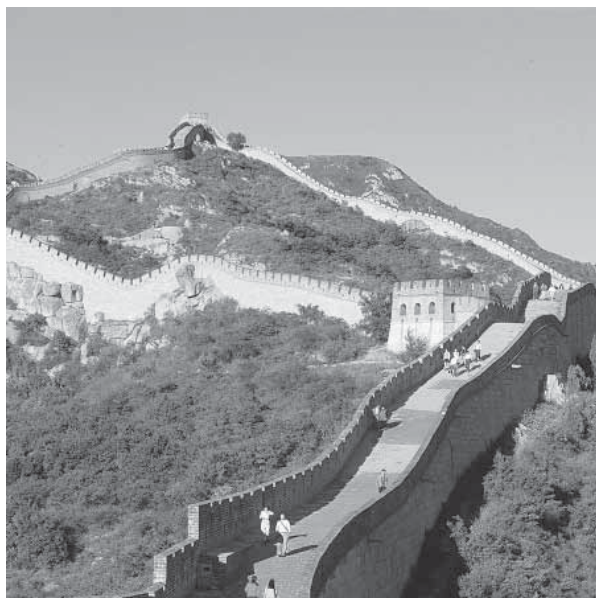


# Passenger Protection Plan

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.

## DESCRIPTION OF COVERAGES

Schedule: CHINA SPREE  
Plan Number: HTP09272

Schedule of Coverages	Maximum Benefits & Services (Per Insured)
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### Part A - Travel Accident Protection

Trip Cancellation.....	Total Trip Cost
Trip Interruption .....	Total Trip Cost
Trip Delay .....	\$750

### Part B - Medical Protection

Accident Medical Expense .....	\$25,000
Sickness Medical Expense.....	\$25,000
Emergency Evacuation & Repatriation of Remains .....	\$100,000

### Part C - Baggage Protection

Baggage & Personal Effects.....	\$1,500
Baggage Delay .....	\$300

### Part D - Travel Accident Protection

Accidental Death & Dismemberment - 24 Hour ...	\$25,000
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### Worldwide Emergency Assistance (On Call International)

Available 24 hours a day:

Emergency Traveler's Assistance.....	Included
Medical Consultation & Monitoring .....	Included
Emergency Legal Assistance.....	Included
Emergency Medical & Dental Assistance ....	Included
Lost Travel Documents Assistance.....	Included
Emergency Medical Payment Assistance....	Included

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

program designed by



Insurance Services

## **Part A - Travel Protection**

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### **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;
- (b) You or Your Traveling Companion:
  - (i) is hijacked, is quarantined, is required to serve on a jury, is subpoenaed, or a court orders You to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
  - (ii) has his/her home made uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or being rendered uninhabitable by unforeseen circumstances or being burglarized within ten (10) days of departure;
  - (iii) is directly involved in a documented traffic accident while en route to departure;
- (c) Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;
- (d) Weather at the departure site which causes complete cessation of services of Your Common Carrier for at least forty-eight (48) consecutive hours;
- (e) You are terminated, or laid off from employment subject to three (3) years of continuous employment at the place of employment where terminated;
- (f) You or Your Traveling Companion or Immediate Family member traveling with You, who are military personnel and are called to emergency duty for a natural disaster other than war; or
- (g) Terrorism in a country which is part of the Trip which leads the United States government to issue a general recommendation that You should not travel within that country for a period that would include the Trip, such recommendation being made after the effective date of coverage; the Insurer will pay benefits up to Your total Trip cost for:

**Trip Cancellation:** non-refundable cancellation charges imposed by China Spree and/or airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements; 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.

**Trip Interruption:** unused, non-refundable land or sea expenses prepaid to China Spree 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.

The Insurer will also pay benefits, up to the Maximum Benefit shown, for reasonable additional accommodation and transportation expenses incurred to remain near a covered traveling Immediate Family member or Traveling Companion who is hospitalized during Your Trip.

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

**Special Conditions:** You must advise China Spree 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, Your Traveling Companion, and Your Immediate Family member booked to travel with 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.

**Trip Delay:** The Insurer will pay benefits for Covered Expenses, up to the Maximum Benefit shown, if Your flight en route to or from Your Land/Sea Arrangements is delayed for twelve (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.

*Covered Expenses* include any prepaid, unused, non-refundable Land/Sea Arrangements, 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 & REPATRIATION OF REMAINS**

The Insurer will pay benefits up to the Maximum Benefit 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.

*Emergency Evacuation* means:

- (a) Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest hospital where appropriate medical treatment can be obtained; and/or
- (b) after being treated at a local hospital, Your medical condition warrants Transportation to Your origination point to obtain further medical treatment or to recover.

*Covered Expenses* are customary and reasonable expenses, for Transportation, medical services, and medical supplies necessarily incurred in connection with Your Emergency Evacuation. Expenses for medical services and supplies must be recommended by the attending Physician. All Transportation arrangements made for Your evacuation must be by the most direct and economical route possible. Expenses for Special Transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting You; AND
- (c) verified, approved, and arranged in advance by On Call International.

*Transportation* means any land, water, or air conveyance required to transport You during an Emergency Evacuation. Special Transportation includes, but is not limited to, air ambulances, land ambulances, and private motor vehicles. 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.

*Additional Covered Expenses:* If You are hospitalized for more than seven (7) days following a covered Emergency Evacuation, the Insurer will pay: (a) to return Your accompanying dependent children under age eighteen (18) to their home, limited to the cost of one-way economy airfare, less the value of applied credit from an unused return travel ticket, with an attendant if necessary; and/or (b) up to the cost of round-trip economy airfare to bring a person chosen by You to and from Your bedside if You are traveling alone. These expenses must be authorized in advance by On Call International.

*Repatriation of Remains* means the cost, according to airline tariffs, of the shipment of Your deceased body to Your point of origin if You die during the Trip. Covered Expenses include, but are not limited to, expenses for embalming, cremation, coffin for repatriation, and Transportation.

### **ACCIDENT & SICKNESS MEDICAL EXPENSE**

The Insurer will pay benefits, up to the Maximum Benefit shown, if You incur necessary Covered Medical Expenses as a result of an Injury, or if You incur necessary Covered Medical 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 fifty-two (52) weeks of the date of the accident or the onset of the Sickness.

*Covered Medical Expenses* are necessary services and supplies which are recommended by the attending Physician. They include the services of a legally qualified Physician, surgeon, graduate nurse, dentist, or osteopath; charges for hospital confinement and use of operating rooms; charges for anesthetics (including administration); x-ray examinations or treatments and laboratory tests; ambulance service; drugs, medicines, and therapeutic services and supplies. The Insurer will not pay benefits in excess of the reasonable and customary charges commonly used by providers of medical care in the locality in which the care is furnished.

**Important:** Medical Expense benefits are subject to the Pre-Existing Condition exclusion detailed below and other exclusions listed on Page 15.

### **PRE-EXISTING CONDITION**

The Insurer will not pay under coverages in Parts A & B (except Emergency Evacuation & Repatriation of Remains) for any claims arising from any injury, sickness, or other condition affecting you, a traveling companion, or an immediate family member booked to travel with you which, within the 60-day period before your coverage began under this protection plan:

- (a) first manifested itself, became acute, or had symptoms which would prompt a reasonable person to seek diagnosis, care or treatment;
- (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.

**PLEASE NOTE:** We will waive this pre-existing condition exclusion if your travel protection plan cost is purchased with or within seven (7) days of your initial trip deposit.

**Questions? Call 1-800-797-2297 for clarification.**

## **PART C - BAGGAGE PROTECTION**

### **BAGGAGE/PERSONAL EFFECTS**

The Insurer will reimburse You, up to the Maximum Benefit shown, 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 the Maximum Benefit shown, if Your checked baggage is delayed or misdirected by a Common Carrier for more than twenty-four (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 COVERAGE PROVISION**

THE COVERAGE PROVIDED UNDER PARTS A, B, & 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 - 24 HOUR**

If You sustain an Injury on the Trip which results in any of the following losses within 180 days of the date of the accident, the Insurer will pay the largest applicable amount as follows up to the Maximum Benefit shown: for death, loss of speech and hearing in both ears, or loss of any combination of two hands, feet, or eyes; one-half the benefit amount for loss of anyone of these; and one-quarter the benefit amount for loss of thumb and index finger of the same hand.

In no event will the Insurer pay more than the Maximum Benefit Amount shown for all losses due to the same accident.

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

**Beneficiary:** Your estate, unless notice of a designated beneficiary is provided to BerkelyCare.

## **PART E - CHINA SPREE WORLDWIDE ASSISTANCE SERVICES**

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.

### **Pre-Trip Health, Safety, & Weather Information**

On Call can provide updated information on passport and visa requirements, vaccination information, travel advisories, or even expected weather at Your destination.

### **Travel Changes**

On Call can effect changes to Your itinerary should delays or cancellations affect Your flights or hotel reservations.

### **Lost Luggage Assistance**

On Call can provide assistance in coordinating delivery or re-routing of misplaced luggage when checked with a Common Carrier.

### **Emergency Prescription Refill Assistance**

On Call can help You replace lost or stolen prescriptions from a pharmacy near Your destination or send Your medication via courier from a pharmacy elsewhere.

### **Return of Mortal Remains**

On Call will help make arrangements and prepay expenses associated with the return of Your mortal remains in the event of death during Your Trip.

### **Translation & Interpretation Services**

On Call will help with communicating to providers in foreign languages or provide referral to language resources locally.

### **Message Relay Services**

On Call will help relay emergency message to family, Physicians and other parties as needed on Your behalf if You are unable to communicate with them directly.

### **Emergency Cash Transfer Assistance**

If You need emergency cash during Your Trip, On Call can help arrange a transfer through Your credit cards, family, friends, employer, or similar source.

## Medical Consultation & Monitoring

Should You need local medical care during Your Trip, On Call can assist in contacting Your personal Physician or family, if necessary, to provide information on the care You are receiving.

## Emergency Legal Assistance

During the course of Your Trip, You may visit many foreign countries. Should any problems arise requiring legal assistance, On Call can help You find English-speaking local counsel.

## Emergency Medical & Dental Assistance

Unexpected medical and dental emergencies can happen anywhere, anytime. You may be in unfamiliar surroundings when You suddenly need medical or dental care. On Call can help You locate an English-speaking Physician or dentist or the nearest qualified medical facility, and can also assist in arranging for special emergency medical transportation, such as an air ambulance.

## Lost Travel Documents Assistance

On Call's multilingual staff can provide assistance in handling unexpected complications such as lost passports, tickets, luggage, or other valuable travel documents or belongings.

## Emergency Medical Payment Assistance

Many foreign hospitals require immediate settlement of bills before treatment or may withhold Your passport until they receive full payment. Physicians and hospitals worldwide can contact On Call to help You arrange, if required, immediate settlement of Covered Medical Expenses if other sources are not available.

Note that the problems of distance, information, and communications make it impossible for Virginia Surety Company, BerkelyCare, or On Call International to assume any responsibility for the availability, quality, use, or results 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 CHINA SPREE'S WORLDWIDE ASSISTANCE SERVICES

CALL 1-800-618-0692

OUTSIDE THE U.S. OR CANADA

CALL COLLECT AT: 1-603-898-2679

## DEFINITIONS

**“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.

**“Inclement Weather”** - means any severe weather condition that delays the scheduled arrival or departure of a Common Carrier.

**“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 China Spree.

**“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.

**“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.

**“Traveling Companion”** - means one person who is booked to accompany You on Your Trip.

**“Trip”** - means prepaid Land/Sea Arrangements and shall include flight connections to join and depart such 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

Naturally, as with any protection plan, limitations exist. These exclusions enable us to provide a broad range of benefits at an economical cost to You, without the necessity of medical questionnaires, and to supplement Your existing insurance plans.

### THIS PROTECTION PLAN DOES NOT COVER:

#### IN PARTS A & B (except Emergency Evacuation and Repatriation of Remains):

**ANY LOSS CAUSED BY OR RESULTING FROM:** Pre-Existing Conditions, unless this exclusion has been waived in accordance with the parameters set forth following the Pre-Existing Condition exclusion section on Page 9.

#### IN PARTS A, B, & D:

**ANY LOSS CAUSED BY OR RESULTING FROM:** 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 or semi-professional 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; 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, except if hospitalized; mental or nervous disorders, except if hospitalized.

#### 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 such as 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**

- 1) This protection is valid only upon payment to China Spree of the total required plan cost in advance of any losses and will not cover any losses suffered prior to purchase.
- 2) The Trip Cancellation protection provided under Part A takes effect upon receipt of the required plan cost by China Spree and ends upon the commencement of Your Land/ Sea Arrangements.
- 3) 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.
- 4) The duration of coverage shall be extended under the following conditions:
  - (a) when You commence air travel from Your origination point
    - (i) within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point;
    - (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension coverage shall be provided only on the day of Your air travel; and
  - (b) if Your return to Your origination point
    - (i) within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point;
    - (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the exclusion coverage shall be provided only on the day of Your air travel.

## **WHERE TO REPORT CLAIMS**

**PLAN # HTP09272**

### **TRIP CANCELLATIONS CLAIMS**

Contact China Spree and BerkelyCare IMMEDIATELY to notify them of Your cancellation and to avoid any non-covered expenses due to late reporting. BerkelyCare will then forward the appropriate claim form which must be completed by You AND THE ATTENDING PHYSICIAN, if applicable.

### **EMERGENCIES ARISING DURING YOUR TRIP**

For covered emergencies requiring evacuation or interruption of Your Trip, contact On Call International immediately at the following numbers:

**Within the U.S. and Canada: 1-800-618-0692 or  
Outside the U.S. and Canada, call collect\*:  
1-603-898-2679.**

Identify yourself by the above plan number and give the details of Your problem or medical emergency.

\*If You have any difficulty making this collect call, contact the local phone operator to connect You to a U.S.-based, long-distance service. In this case, please let the Assistance Provider answering the phone know the number You are calling from, so that he/she may call You back. Any charges for the call will be considered reimbursable benefits.

### **CLAIMS NOTIFICATION UPON YOUR RETURN**

Report Your claim in writing as soon as possible to BerkelyCare. Provide the plan number above, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, BerkelyCare will promptly forward You the appropriate claim form to complete.

**BerkelyCare  
300 Jericho Quadrangle, P.O. Box 9022  
Jericho, NY 11753  
www.travelclaim.com**

**Office Hours:  
8AM - 9PM (EST), Monday - Friday  
9AM - 5PM (EST), Saturday  
1-800-797-2297  
1-516-342-2720**

**IMPORTANT:** In order to facilitate prompt claims settlement upon Your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the accident or Sickness occurred; receipts for medical services and supplies; receipts from the hospital; police reports or claims reports from parties responsible (i.e., airline, cruise line, hotel, etc.) for loss, theft, damage, or delay. In the event of a baggage claim, receipts for damaged items will be required. In the event of a baggage delay or trip delay claim, receipts for any additional covered expenses will be required, as well as verification of any delay.

**PLEASE NOTE:** Payment for the plan may not be accepted after final payment for Your Trip has been made to China Spree. Protection Plan fees are non-refundable.

## Passenger Protection Plan

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 NH and NY.

Claims are administered by: BerkelyCare, a division of Affinity Insurance Services, Inc., in all states except: Aon Direct Insurance Administrators in CA; AIS Affinity Insurance Agency, Inc. in OK; and AIS Affinity Insurance Agency in NH and NY. CA License #0795465.

**For additional information regarding this plan,  
call the China Spree Protection Help Line at:  
1-800-797-2297 or 1-516-342-2720**

**Office Hours**

8AM - 9PM (EST), Monday - Friday  
9AM - 5PM (EST), Saturday

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

This Description of Coverage is a brief summary of filed form number TSP-EOC (06/2003). For a complete copy of this form, please call 1-800-797-2297.

If You are a resident of the State of Washington, Your plan is provided on an individual policy form. You can request a copy of Your certificate by calling BerkelyCare at 1-800-797-2297 or going to the following website: [www.chinaspree.com](http://www.chinaspree.com).

program designed by



Insurance Services

08/09  
HTP09272