

Treasured Memories

▼ Travel Protection

Plan Agreement

Beneficiary		Social Security #	
Current Legal Address			
City	State	Zip	
Phone ()	Date of Birth //	Gender	
Buyer (if different)		Social Security #	
Address			
City	State	Zip	
Phone ()	Date of Birth //	Gender	

Funeral Home Representative	
Funeral Home Name: Leavitt Funeral Home	Funeral Home Phone (304) 422-6459
Funeral Home Address: 403 Seventh Street, Parkersburg, WV 26101	

Summary of benefits - see reverse for additional, governing terms:

In the event of death of the Beneficiary more than 100 miles from his or her Legal Residence at time of death, Treasured Memories (hereinafter "TM") will arrange and pay for the following services:

contacting a licensed sending funeral home or mortuary,
transporting the body from site of death to the licensed sending funeral home or mortuary,
preparation of remains for transportation,

transportation of remains to the funeral home designated by Beneficiary's representative, by air or other appropriate transportation, minimally necessary casket, air tray or urn for transport,
consular services (for death overseas) and procurement of death certificates.

TM Travel Protection Plan Cost \$ 295
<p>This is the amount of the Treasured Memories Travel Protection Plan payment and is not an insurance premium. <u>This one-time fee covers you for the rest of your life.</u></p>

X _____ X _____
 (Buyer signature) (Date) (Funeral Home Representative)

HOME SALES ONLY: You, the Buyer, may cancel this transaction at any time prior to the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Governing Terms and Conditions:

1. **Traveling.** In the event Beneficiary is traveling anywhere in the world and the death of Beneficiary occurs outside of the Service Area, Treasured Memories (hereinafter "TM"), or its affiliate, will provide or arrange for certain services, see paragraph 3, at no additional costs. "Service Area" means a 100 mile radius of Beneficiary's Legal Residence. "Legal Residence" means the place of residence of 180 or more days in the 12 months preceding the date of death. It will require verification through voter registration, valid driver's license, and/or other means. A nursing home will be deemed the residence if the stay there has exceeded 180 days.
2. **Relocation.** In the event Beneficiary relocates and Beneficiary's new residence is located within the continental United States and the death of Beneficiary occurs outside of Service Area, TM will provide or arrange the listed services (see paragraph 3) at no additional costs.
3. **Services.** In the event of death of Beneficiary 100 miles or more from his or her Legal Residence at the time of death, TM will arrange and pay for the following services:
 - a. **Transportation of the Beneficiary's Body.** TM will transport the Beneficiary's body from the site of death to a licensed provider; obtain all necessary permits; obtain a death certificate; arrange for any necessary consular services when death occurs overseas; provide for an appropriate transportation container; and arrange transportation of the Beneficiary's remains to the funeral home in the Service Area designated by Beneficiary's representative; or
 - b. **Transportation of the Beneficiary's Cremated Remains.** TM will provide the same services, and in addition will arrange for the cremation of the Beneficiary's body with a licensed provider.
4. **Claims.** No claims for reimbursement will be accepted. All transportation arrangements must be made by TM. Beneficiary's next-of-kin / legal representative must notify TM immediately in the event of Beneficiary's death by contacting TM by telephone or facsimile at 74 Fourteenth Street, Wheeling, WV 26003: Phone -888-739-2175; Fax - 304-232-5573. **MAXIMUM BENEFIT CAP:** The maximum, aggregate value in services and benefits upon a single claim is \$7,500.
5. **First Contact.** TM must be contacted first at 1-888-739-2175 in order for the Beneficiary to receive the benefits stated in the Plan Agreement in the event of death before the funeral services are arranged.
6. **Acts of God.** TM provides this service worldwide, except in countries or places excluded by the United States State Department and except as prevented in any particular instance by any act of God, war, or civil insurrection, civil strike, lockout, or other labor disturbance, act of governmental authority or like cause or event beyond TM's reasonable control. Services cannot be provided if the Beneficiary's remains are not recoverable.
7. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties. Changes to this Agreement can only be made in writing signed by the parties. Buyer warrants that he/she has read and fully understands this Agreement and that no representations or warranties have been made other than those as set forth herein. This Agreement inures to the benefit of, and is binding upon the parties, their heirs, successors, assigns, executors, and administrators.
8. **Severability.** If any term, provision, covenant or restriction of this Agreement is determined by governmental entity to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.
9. **Governing Law/Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of West Virginia. Any legal action brought to enforce any provision of this Agreement shall be brought in Ohio County, West Virginia.