

**SCHEDULE OF BENEFITS**  
**Plan: Voyager Gold**

**We will provide the coverage described in this Policy and listed below.**

BENEFITS	LIMITS
Trip Interruption	100% of the Trip Cost Limit
Airline Ticket Change Fee	\$200
Single Occupancy Supplement	Included
Baggage Delay	Minimum of 12 hours delay
	\$100 per day, Maximum \$750
Baggage / Personal Effects (Lost, Damaged, Stolen)	\$2,500 Maximum
	Per Article: \$250, Combined Maximum Limit For Described
	Property: \$500
Accidental Death and Dismemberment	\$50,000
Accidental Death and Dismemberment - Air Only	\$100,000
Emergency Accident and Emergency Sickness Medical	\$250,000
Expense (Emergency Medical)	Deductible: \$0
	\$750 Dental Expense Only
	Advance Payment to Hospital: \$1,000
Emergency Medical Evacuation and Medically Necessary	\$150,000
Repatriation (Emergency Evacuation and Repatriation)	7 Days Hospitalized
Repatriation of Remains	\$100,000

**TERRITORY:** This Policy applies to an insured event anywhere in the world unless specifically limited by Us through endorsement or where the Insured or any beneficiary under this Policy is a citizen or instrumentality of the government or any country(ies) against which any laws and/or regulations governing this Policy and/or Us have established any embargo or other form of economic sanction which has the effect of prohibiting Us from providing insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under this Policy. No benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or Us.



# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022

## **TRAVEL INSURANCE POLICY** **Voyager Gold**

This Policy is issued in consideration of enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by Starr Indemnity & Liability Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Schedule of Benefits. It provides You with specific information about the program You purchased.

### **FOURTEEN DAY FREE LOOK**

You may cancel insurance under the Policy by giving Our Administrator or Us written notice of cancellation on the earlier of 14 days: (a) from the date Your Policy is purchased; or (b) prior to Your Scheduled Departure Date. If You do this, We will refund Your premium paid provided You have not filed a claim under the Policy.

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### **SECTION I. GENERAL DEFINITIONS**

**"Accident"** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during the Covered Trip and also includes a mishap to a conveyance in which You are traveling.

**"Accidental Injury"** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

**"Actual Cash Value"** means purchase price less depreciation.

**"Assistance Company"** means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

**"Baggage"** means luggage and personal effects and possessions whether owned, borrowed or rented, and taken by You on the Covered Trip.

**"Bankruptcy"** means the filing of a petition for voluntary or involuntary Bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.

**"Business Equipment"** means property that is used in trade, business or for the production of income; or property or components of goods that are offered for sale or trade.

**"Business Partner"** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day to day management of the business.

**"Checked Baggage"** means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.

**"City"** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.

**"Common Carrier"** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**"Complications of Pregnancy"** means a condition that is distinct from pregnancy but is adversely affected or caused by pregnancy.

**"Covered Sickness"** means an illness or disease that is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy in accordance with the terms and provisions of this Policy.

**"Covered Trip"** means a trip taken during the Policy period for which premium has been paid, where:

- (a) you travel more than 100 miles from Your home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure;
- (c) the trip has defined departure and return dates; and
- (d) the trip does not exceed 90 consecutive days.

**"Deductible"** means the dollar amount You must contribute to the loss.

**"Default"** means a material failure or inability to provide contracted services due to financial insolvency.

**"Dependent Child(ren)"** means Your child(ren), including an unmarried child, stepchild, legally adopted child or foster child who is: (a) less than age 19 or at least age 19 but less than age 23 and regularly attends an accredited school or college; and (b) who is primarily dependent on You for support and maintenance.

**"Domestic Partner"** means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the Effective Date of coverage.

**"Economy Fare"** means the lowest published rate for an economy ticket.

**"Effective Date"** means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

**"Emergency Treatment"** means necessary medical treatment, including services and supplies that must be performed during the Covered Trip due to the serious and acute nature of the Accidental Injury or Covered Sickness.

**"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Your or Your spouse's or Domestic Partner's caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

**"Hospital"** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis;
- (f) is not primarily a nursing care facility, rest home, convalescent home or similar establishment or any separate ward, wing or section of a Hospital used as such; and
- (g) is not a treatment or rehabilitation facility for drug addiction or alcohol abuse.

**"Hotel"** means a licensed establishment that provides short term lodging for the general public.

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

**"Insured"** means a person who has enrolled for insurance under this Policy.

**"Medically Necessary"** means that a treatment, service or supply is: (a) essential for diagnosis, treatment or care of the Accidental Injury or Covered Sickness for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision or order.

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

**"Payments or Deposits"** means the cash, check or credit card amounts actually paid for Your Covered Trip. Payments or Deposits do not include certificates; vouchers; frequent traveler rewards, miles or points; discounts and/or credits applied (in part or in full) towards the cost of Your Covered Trip.

**"Physician"** means a licensed health care provider of medical, surgical or dental services acting within the scope of his or her license and rendering care or treatment to You that is appropriate for Your medical condition(s) and locality where the services are provided. The treating Physician may not be You, a Traveling Companion or a Family Member.

**"Policy"** means this individual Policy document, the Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

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**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 180 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription throughout the entire 180 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

**"Scheduled Departure Date"** means the date on which You are originally scheduled to leave on the Covered Trip.

**"Scheduled Return Date"** means the date on which You are originally scheduled to return to the point of origin or to a different final destination or to Your primary residence from a Covered Trip.

**"Strike"** means a stoppage of work: (a) announced, organized and sanctioned by a labor union; and (b) that interferes with the normal departure and arrival of a Common Carrier. "Strike" specifically includes work slowdowns and sickouts.

**"Terrorist Attack"** means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism.

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

**"Traveling Companion"** means person(s) booked to accompany You on Your Covered Trip. "Traveling Companion" does not include a group or tour leader unless You are sharing room accommodations with the group or tour leader.

**"Travel Supplier"** means any entity that provides travel services or travel arrangements.

**"Unforeseen"** means not anticipated or expected.

**"We, Us, Our"** means Starr Indemnity & Liability Company and its agents.

**"You" and "Your"** means the Insured.

**SECTION II. GENERAL PROVISIONS**

The following provisions apply to all coverages:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 2 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof or Your interest therein or if You commit fraud or material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

**CONTROLLING LAW:** Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**PREMIUM:** The required premium must be paid to Us, Our agent or to the Travel Supplier prior to the Scheduled Departure Date of the Covered Trip.

**INSURANCE WITH OTHER INSURERS:** If there is other valid coverage, not with Us, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which We have not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this Policy shall be limited to such proportion of the loss as the amount that would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss for which We had notice bears to the total

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like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount that the services rendered would have cost in the absence of such coverage.

**ENTIRE CONTRACT:** This Policy, Your application or enrollment material, and any attachments represent the entire contract between You and Us.

**SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**

**ELIGIBILITY:** Each Insured must enroll for his or her own insurance and pay any premium due. If a minor Dependent Child is traveling with a parent, the parent must enroll himself/herself for insurance and also enroll the child for his or her own insurance and pay any premium due. If accepted by Us, each person will become an Insured.

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is shown in the confirmation of benefits.

**When Your Coverage for Benefits Begins:**

Subject to payment of any premium due, coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or Your actual departure for Your Covered Trip.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the confirmation of benefits. In addition, Your coverage will end at 11:59 P.M. local time on the earliest of the following dates:

- (a) the date You cancel Your Covered Trip
- (b) the Scheduled Return Date as stated on the travel tickets;
- (c) the date You return to Your origination point if prior to the Scheduled Return Date;
- (d) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy).

if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date.

**EXTENDED COVERAGE:**

All coverage under the Policy will be extended, if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by an Unforeseen Event specified under Trip Interruption.

If coverage is extended for the above referenced reasons, coverage will end on the earliest of: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.

**SECTION IV. COVERAGES**

**We will provide the coverage described in this policy only if it is listed on the Schedule of Benefits.**

**All coverages are aggregate amounts which will diminish in value per paid claim during the Individual Coverage Term for Annual Plans.**

**TRIP INTERRUPTION**

**TRIP INTERRUPTION**

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from continuing or resuming Your Covered Trip due to any of the Unforeseen Events listed below occurring on or after the Effective Date of the Policy.

We will pay You:

- (a) for the unused, non-refundable travel arrangements prepaid to the Travel Supplier(s); or
- (b) additional transportation expenses incurred by You; or
- (c) return air travel up to the lesser of the cost of an Economy Fare or the amount shown on the Schedule of Benefits.

In no event shall the amount We pay exceed the lesser of the amount You prepaid for the Covered Trip or the maximum benefit shown on the Schedule of Benefits.

**The Following are the Unforeseen Events for Trip Interruption:**

- (a) Your Accidental Injury, Covered Sickness or death or the Accidental Injury, Covered Sickness or death of Your Traveling Companion, Your Family Member, Your children's caregiver or Your Business Partner; that results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) An Accidental Injury incurred by You that causes You to be medically unable to continue Your trip's activity(ies). An actual examination by a Physician must take place and the Physician must advise You to discontinue the trip's activity(ies).
- (c) Inclement weather, Natural Disasters, Terrorist Attacks or mechanical breakdown of the Common Carrier that results in the complete cessation of travel services at the point of departure or destination for at least 48 consecutive hours.
- (d) Mandatory evacuation ordered by local authorities at Your destination due to a Natural Disaster. You must have 50% or less of Your Trip remaining at the time the mandatory evacuation ends, in order for this benefit to be payable.
- (e) Natural Disaster or documented man-made disaster at the point of departure or Your destination that renders Your primary residence or the accommodations at Your destination uninhabitable.
- (f) Bankruptcy and/or Default of Your Travel Supplier that occurs more than 14 days following the Effective Date. Your Scheduled Departure Date must be no more than 12 months beyond the Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This coverage only applies if the Policy was purchased within 14 calendar days of the initial Trip payment.
- (g) A politically motivated Terrorist Attack that occurs within 30 days of Your departure and within 50 miles of a City listed on Your itinerary.
- (h) You or Your Traveling Companion being directly involved in or delayed due to a traffic Accident substantiated by a police report, while en route to departure.

**Single Occupancy:** We will pay You, up to the maximum shown on the Schedule of Benefits, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has his or her Covered Trip delayed, canceled or interrupted due to an Unforeseen Event occurring on or after the Effective Date of the Policy and You do not cancel Your Covered Trip.

**Special Conditions:** You must advise the Travel Supplier and Us as soon as reasonably possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Us as soon as reasonably possible.



**AIRLINE TICKET CHANGE FEE**

We will pay the amount shown on the Schedule of Benefits if You have to change the dates of Your airline ticket for the following reasons and the airline charges You a penalty or change fee:

- (a) Any Unforeseen Event occurring on or after the Effective Date of the Policy listed under the Trip Interruption benefits;
- (b) You or Your Traveling Companion are delayed by Inclement Weather while en route to a departure provided You or Your Traveling Companion were scheduled to arrive at the point of departure at least the number of hours shown on the Schedule of Benefits before the scheduled time of departure; or
- (c) Your medical emergency or that of a Traveling Companion or a Family Member. The medical emergency requires a documented examination by a Physician.

**BAGGAGE DELAY**

We will pay You for the expense of replacing necessary personal effects, up to the maximum shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for at least the number of hours shown on the Schedule of Benefits, while on a Covered Trip, except for return travel to Your primary residence.

This coverage is conditioned on You being a ticketed passenger on a Common Carrier. All claims must be verified by the Common Carrier who must certify the delay or misdirection. Receipts for the purchase or replacement of necessary personal effects must accompany any claim.

**BAGGAGE/PERSONAL EFFECTS**

We will pay You up to the maximum shown on the Schedule of Benefits, for loss, theft or damage to Baggage and personal effects, provided that You, Your Traveling Companion or Your Family Member has taken all reasonable measures to protect, save and/or recover the property at all times. The Baggage and personal effects must be owned by and accompany You during the Covered Trip. Original receipts and a police report from the local jurisdiction (in the event of theft) must be provided for reimbursement. You have checked Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

There is a per article limit shown on the Schedule of Benefits. There is a combined maximum limit shown on the Schedule of Benefits 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, sports equipment, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

We will pay You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement. We will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Trip and provided that You have complied with all credit card conditions imposed by the credit card companies. We will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of loss, theft or damage to Baggage and personal effects; or
- (b) the cost of repair or replacement.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim after receipt of acceptable written Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our liability to the extent of the claim.

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The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss.

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office, at the following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. This must be a detailed, written statement.

**OTHER INSURANCE WITH US:** You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine the Insured as often as is reasonably necessary while a claim is pending. We may choose the Physician. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

The following provisions apply to Baggage Delay and Baggage / Personal Effects Coverage:

**NOTICE OF LOSS:** If Your covered property is lost, stolen or damaged, You must:

- (a) notify Us, or Our administrator as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate written notice to the Common Carrier or bailee who is or may be liable for the loss or damage; and
- (d) notify the police or other authority within 24 hours in the event of robbery or theft and provide us with a copy of any police report.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us in writing and We have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to Us.

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.



## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

**Coverages to which General Exclusions apply:** The following exclusions apply to Trip Interruption and Airline Ticket Change Fee.

We will not pay for loss caused by or resulting from:

1. Pre-Existing Conditions;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to natural teeth or emergency dental treatment for relief of pain;
4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;
5. Mental or emotional disorders, unless hospitalized as a result thereof;
6. Any non-Emergency Treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving; spelunking or caving; or rock climbing;
8. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
9. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. Pregnancy and childbirth of the Insured or Traveling Companion other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Trip;
12. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect;
13. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
14. Traveling for the purpose of securing medical treatment;
15. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
16. Your participation in civil disorder, riot or a felony;
17. Accidental Injury or Covered Sickness when traveling against the advice of a Physician;
18. Care or treatment that is not Medically Necessary;
19. Services not shown as covered; and expenses not approved by Our designated Assistance Company in advance;
20. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease Law; the 4800 Time Benefit plan or similar legislation; or
21. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

The following exclusions apply to Baggage Delay and Baggage/Personal Effects Only:

We will not provide benefits for any loss or damage to:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;

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7. aircraft;
8. bicycles (except when checked as Baggage with a Common Carrier);
9. eyeglasses, sunglasses or contact lenses;
10. artificial teeth and dental bridges;
11. hearing aids;
12. prosthetic limbs;
13. keys, money, stamps, securities and documents;
14. tickets for entertainment events or other source of leisure activities;
15. art objects and musical instruments;
16. consumables including medicines, perfumes, cosmetics, and perishables;
17. professional or occupational equipment or property, whether or not electronic Business Equipment;
18. telephones, computer hardware or software; or
19. property illegally acquired, kept, stored or transported.

The following exclusions apply to Baggage Delay and Baggage/Personal Effects Only:

Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. breakage of brittle or fragile articles;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. property shipped as freight or shipped prior to the Scheduled Departure Date.
9. delay or loss of market value;
10. indirect or consequential loss or damage of any kind;
11. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. electrical current including electric arcing that damages or destroys electrical devices or appliances; or
13. mysterious disappearance.

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In Witness Whereof, We have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by Our duly authorized representative.



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**Charles H. Dangelo, President**



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**Nehemiah E. Ginsburg, General Counsel and Secretary**



# Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022

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#### **SECTION VI - GENERAL LIMITATIONS AND EXCLUSIONS**

### **SECTION I. GENERAL DEFINITIONS**

**"Accident"** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during the Covered Trip and also includes a mishap to a conveyance in which You are traveling.

**"Accidental Injury"** means bodily injury caused by an Accident, sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by Sickness or other bodily diseases or infirmity.

**"Assistance Company"** means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

**"Complications of Pregnancy"** means a condition that is distinct from pregnancy but is adversely affected or caused by pregnancy.

**"Covered Expenses"** means expenses incurred by You that are: (a) for Medically Necessary services, supplies, care or treatment; (b) due to a Covered Sickness or Accidental Injury; (c) prescribed, performed or ordered by a Physician; (d) Reasonable and Customary Charges; (e) incurred while insured under the Policy; and (f) that do not exceed the maximum limits shown on the Schedule of Benefits for the relevant stated benefit.

**"Covered Sickness"** means an illness or disease that is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy in accordance with the terms and provisions of this Policy.

**"Covered Trip"** means a trip taken during the Policy period for which premium has been paid, where:

- (a) you travel more than 100 miles from Your home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure;
- (c) the trip has defined departure and return dates; and
- (d) the trip does not exceed 90 consecutive days.

**"Deductible"** means the dollar amount You must contribute to the loss.

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**"Dependent Child(ren)"** means Your child(ren), including an unmarried child, stepchild, legally adopted child or foster child who is: (a) less than age 19 or at least age 19 but less than age 23 and regularly attends an accredited school or college; and (b) who is primarily dependent on You for support and maintenance.

**"Domestic Partner"** means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:

- a. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- b. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- c. Both persons are at least 18 years of age, except as provided in Section 297.1.
- d. Either of the following:
  - (1) Both persons are members of the same sex.
  - (2) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in Section 402(a) of Title 42 of the United States Code for old-age insurance benefits or Title XVI of the Social Security Act as defined in Section 1381 of Title 42 of the United States Code for aged individuals.

Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over 62 years of age.

- e. Both persons are capable of consenting to the domestic partnership.

**"Effective Date"** means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

**"Emergency Medical Evacuation"** means that the Assistance Company has determined that Your medical condition warrants immediate Transportation from the place where You are injured or sick during a Covered Trip to the nearest Hospital where appropriate medical treatment can be obtained.

**"Emergency Sickness"** means an illness or disease that is diagnosed by a legally licensed Physician and that meets all of the following criteria: (a) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (b) the severe or acute symptom occurs suddenly and unexpectedly; and (c) the severe or acute symptom occurs while Your coverage is in force and during Your Covered Trip.

**"Emergency Treatment"** means necessary medical treatment, including services and supplies that must be performed during the Covered Trip due to the serious and acute nature of the Accidental Injury or Covered Sickness.

**"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Your or Your spouse's or Domestic Partner's caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

**"Hospital"** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis;
- (f) is not primarily a nursing care facility, rest home, convalescent home or similar establishment or any separate ward, wing or section of a Hospital used as such; and
- (g) is not a treatment or rehabilitation facility for drug addiction or alcohol abuse.

**"Insured"** means a person who has enrolled for insurance under this Policy.

**"Medically Necessary"** means that a treatment, service or supply is: (a) essential for diagnosis, treatment or care of the Accidental Injury or Covered Sickness for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision or order.

**"Physician"** means a licensed health care provider of medical, surgical or dental services acting within the scope of his or her license and rendering care or treatment to You that is appropriate for Your medical condition(s) and locality where the services are provided. The treating Physician may not be You, a Traveling Companion or a Family Member.

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**"Policy"** means this individual Policy document, the Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 180 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription throughout the entire 180 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

**"Reasonable and Customary / Reasonable and Customary Charges"** means an expense that:

- (a) is charged for treatment, supplies or Medically Necessary services to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made in the absence of insurance.

In no event will the Reasonable and Customary Charges exceed the actual amount charged.

**"Scheduled Departure Date"** means the date on which You are originally scheduled to leave on the Covered Trip.

**"Scheduled Return Date"** means the date on which You are originally scheduled to return to the point of origin or to a different final destination or to Your primary residence from a Covered Trip.

**"Traveling Companion"** means person(s) booked to accompany You on Your Covered Trip. "Traveling Companion" does not include a group or tour leader unless You are sharing room accommodations with the group or tour leader.

**"Travel Supplier"** means any entity that provides travel services or travel arrangements.

**"Unforeseen"** means not anticipated or expected.

**"We, Us, Our"** means Starr Indemnity & Liability Company and its agents.

**"You" and "Your"** means the Insured.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**LEGAL ACTIONS:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof or Your interest therein or if You commit fraud or material misrepresentation in connection with this insurance coverage.

The falsity of any statement in the application shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by Us.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

**CONTROLLING LAW:** Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**PREMIUM:** The required premium must be paid to Us, Our agent or to the Travel Supplier prior to the Scheduled Departure Date of the Covered Trip.

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**INSURANCE WITH OTHER INSURERS:** If there is other valid coverage, not with Us, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which We have not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this Policy shall be limited to such proportion of the loss as the amount that would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss for which We had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount that the services rendered would have cost in the absence of such coverage.

**ENTIRE CONTRACT; CHANGES:** This Policy, Your application or enrollment material, and any attachments represent the entire contract between You and Us. No change in this Policy shall be valid until approved by an executive officer of Ours and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

**TIME LIMIT ON CERTAIN DEFENSES:** (a) After two years from the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for this Policy shall be used to void this Policy or to deny a claim for loss incurred or disability (as defined in this Policy) commencing after the expiration of the 2 year period.

(b) No claim for loss incurred or disability (as defined in this Policy) commencing after 2 years from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

### SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**ELIGIBILITY:** Each Insured must enroll for his or her own insurance and pay any premium due. If a minor Dependent Child is traveling with a parent, the parent must enroll himself/herself for insurance and also enroll the child for his or her own insurance and pay any premium due. If accepted by Us, each person will become an Insured.

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is shown in the confirmation of benefits.

#### **When Your Coverage for Benefits Begins:**

Subject to payment of any premium due, coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or Your actual departure for Your Covered Trip.

#### **When Your Coverage Ends:**

Coverage is effective for the stated term shown in the confirmation of benefits. In addition, Your coverage will end at 11:59 P.M. local time on the earliest of the following dates:

- (a) the date You cancel Your Covered Trip
- (b) the Scheduled Return Date as stated on the travel tickets;
- (c) the date You return to Your origination point if prior to the Scheduled Return Date;
- (d) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy).

If You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date.



**SECTION IV. COVERAGES**

**We will provide the coverage described in this policy only if it is listed on the Schedule of Benefits.**

**All coverages are aggregate amounts which will diminish in value per paid claim during the Individual Coverage Term for Annual Plans.**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay a percentage of the Principal Sum listed in the Schedule of Benefits when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table of Losses below. The loss must occur within 365 days after the date of the Accident causing the loss.

If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained loss shown in the Table of Losses.

**TABLE OF LOSSES**

<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%

Loss with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints;
- (b) eye means an entire and irrecoverable loss of sight; and
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

No benefit is payable for loss resulting from or due to stroke, cerebral vascular or cardiovascular Accident or event; myocardial infarction (heart attack); coronary thrombosis or aneurysm.

**EXPOSURE:** We will pay benefits for covered losses that result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event that caused the exposure.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

**ACCIDENTAL DEATH AND DISMEMBERMENT -AIR ONLY**

We will pay benefits for Accidental Injuries resulting in a loss as described in the below Table of Losses , that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 365 days after the date of the Accident causing the loss. The Principal Sum is shown on the Schedule of Benefits.

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**TABLE OF LOSSES**

<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%

Loss with regard to:

- (a) hand or foot means actual complete severance through and above the wrist or ankle joints;
- (b) eye means an entire and irrecoverable loss of sight; and
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest percentage shown in the Table of Losses for the losses sustained.

**EXPOSURE:** We will pay benefits for covered losses that result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event that caused the exposure.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

**EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE**

We will pay Reasonable and Customary Charges up to the maximum limit shown on the Schedule of Benefits, subject to the Deductible, if You incur necessary Covered Expenses while on your Covered Trip and as a result of an Accidental Injury or Emergency Sickness that first manifests itself during the Covered Trip.

Covered Expenses for this benefit include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) Hospital or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or Hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a Hospital room for recovery from an Emergency Sickness);
- (d) charges for anesthetics (including administration);
- (e) x-ray examinations or treatments, and laboratory tests;
- (f) ambulance service;
- (g) drugs, medicines, prosthetics and therapeutic services and supplies; and
- (h) emergency dental treatment for the relief of pain.

We will pay benefits, up to \$750.00 for emergency dental treatment for Accidental Injury to natural teeth.

We will not pay benefits in excess of the Reasonable and Customary Charges. We will not cover any expenses incurred by another party at no cost to You or already included within the cost of the Covered Trip.

We will advance payment to a Hospital, up to the maximum shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital during the Covered Trip because of Accidental Injury or Emergency Sickness.

**EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

We will pay, subject to the limitations set out herein, for covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an Accidental Injury or Emergency Sickness that warrants Your Emergency Medical Evacuation while You are on a Covered Trip. Benefits payable are subject to the Maximum Benefit per Insured shown on the Schedule of Benefits for all Emergency Medical Evacuations due to all injuries from the same Accident or all Emergency Sickness from the same or related causes.

A legally licensed Physician, in coordination with Our designated Assistance Company, must order the Emergency Medical Evacuation and must certify that the severity of Your Accidental Injury or Emergency Sickness warrants Your Emergency Medical Evacuation to the closest adequate medical facility. The Assistance Company or We must review and approve the necessity of the Emergency Medical Evacuation based on the inadequacy of local medical facilities. The Emergency Medical Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance or commercial airline carrier.

Covered Emergency Medical Evacuation expenses are those for Medically Necessary Transportation, including Reasonable and Customary medical services and supplies incurred in connection with Your Emergency Medical Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; and (b) required by the standard regulations of the conveyance transporting You; and (c) reviewed and pre-approved by Our designated Assistance Company.

We will also pay Reasonable and Customary expenses, for escort expenses required by You, if You are disabled during a Covered Trip and an escort is recommended in writing by an attending Physician and such expenses are pre-approved by Our designated Assistance Company.

If You are hospitalized for more than the number of days shown on the Schedule of Benefits following a covered Emergency Medical Evacuation, We will pay, subject to the limitations set out herein, for expenses:

- (a) to return You to your residence in the United States, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Accidental Injury or Emergency Sickness occurred and were left alone as a result of same. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel tickets per person; and
- (b) to bring 1 person chosen by You to and from the Hospital or other medical facility where You are confined if You are alone, but not to exceed the cost of 1 round-trip economy airfare ticket.

In addition to the above Covered Expenses, if We have previously evacuated You to a medical facility, We will pay Your airfare costs from that facility to Your primary residence, within 1 year from Your original Scheduled Return Date, less refunds from Your unused Transportation tickets. Airfare costs will be economy or first class if Your original tickets are first class. This benefit is available only if it is not provided under another coverage in the Policy.

Transportation of Spouse or Domestic Partner: If You are confined to the Hospital for more than the number of days shown on the Schedule of Benefits or if the attending Physician certifies that due to Your Accidental Injury or Emergency Sickness, You will be required to stay in the Hospital for more than the number of consecutive days shown on the Schedule of Benefits or if You die on the Covered Trip and require Repatriation of Remains, We will return Your spouse or Domestic Partner to Your primary residence. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel ticket.

Escort Service: We will pay to return any of Your children who were accompanying You at the time of Your Accidental Injury or Emergency Sickness back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person. The escort service must be arranged and approved by Us or Our designated Assistance Company.

## REPATRIATION OF REMAINS

We will pay the reasonable Covered Expenses incurred to return Your body to Your place of permanent residence if You die due to Accidental Injury or a Covered Sickness during the Covered Trip. No payment will exceed the maximum shown on the Schedule of Benefits.

Covered Expenses include: (a) The collection of the body of the deceased; (b) the transfer of the body to a professional funeral home; (c) embalming and preparation of the body or cremation if so desired; (d) standard shipping casket; (e) any required consular proceedings; (f) the transfer of the casket to the airport and boarding of the casket onto the plane; (g) any required permits and corresponding airfare; and (h) the transfer of the deceased to their final destination. All Covered Expenses must be approved in advance by Our designated Assistance Company.

Escort Service: We will pay to return any of Your children who were accompanying You at the time of Your death back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person. The escort service must be arranged and approved by Us or Our designated Assistance Company.

## SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

**CHANGE OF BENEFICIARY:** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

**PAYMENT OF CLAIMS:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

If any indemnity of this Policy shall be payable to the estate of the Insured, or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office, at the following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOFS OF LOSS:** Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably

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possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**OTHER INSURANCE WITH US:** You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine the Insured as often as is reasonably necessary while a claim is pending. We may choose the Physician. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**

**Coverages to which General Exclusions apply:** The following exclusions apply to Accidental Death and Dismemberment, Accidental Death and Dismemberment – Air Only, Emergency Accident and Emergency Sickness Medical Expense, Emergency Medical Evacuation and Medically Necessary Repatriation, and Repatriation of Remains Only.

We will not pay for loss caused by or resulting from:

1. Pre-Existing Conditions;
2. Commission or the attempt to commit a felony by You, Your Traveling Companion, or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to natural teeth or emergency dental treatment for relief of pain;
4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;
5. Mental or emotional disorders, unless hospitalized as a result thereof;
6. Any non-Emergency Treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving; spelunking or caving; or rock climbing;
8. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
9. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. Pregnancy and childbirth of the Insured or Traveling Companion other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Trip;
12. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect;
13. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
14. Traveling for the purpose of securing medical treatment;
15. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
16. Your participation in civil disorder, riot or a felony;
17. Accidental Injury or Sickness when traveling against the advice of a Physician if the resulting loss is related to a particular condition about which the Physician advised the Insured prior to traveling;
18. Care or treatment that is not Medically Necessary;
19. Services not shown as covered; and expenses not approved by Our designated Assistance Company in advance;

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20. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease Law; the 4800 Time Benefit plan or similar legislation; or
21. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

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In Witness Whereof, We have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by Our duly authorized representative.



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**Charles H. Dangelo, President**



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**Nehemiah E. Ginsburg, General Counsel and Secretary**



## **Political & Natural Disaster Evacuation Services provided by Europe Assist**

### **Outline of Benefits:**

Political Evacuation:	\$100,000 USD per Member
Natural Disaster:	\$100,000 USD per Member
Return of Deceased Remains:	\$10,000 USD per Member

### **Covered Services**

Where a Triggering Event occurs in a Host Country, the supplier will at all times and subject to the terms of this Agreement, use best endeavors and subject to the terms and conditions of this Agreement, arrange the Evacuation and repatriation, including the accommodation, transportation and food of each Entitled Person affected by the Triggering Event who is on a Visit at the time of the Triggering Event as follows:

#### **Political or Military Situation Evacuation**

The supplier will use best endeavors, subject to the terms and conditions of this Agreement, to arrange for Evacuation of Entitled Person(s) where a Political or Military Situation Triggering Event occurs in any Entitled Person's Host Country. The supplier shall arrange, at its cost, for the Entitled Person's transportation to the nearest safe location, then to the Entitled Person's Home Country.

#### **Natural Disaster Evacuation**

The supplier will use best endeavors to arrange for Evacuation of Entitled Person(s) where a Natural Disaster Triggering Event occurs in any Entitled Person's Host Country. The supplier will arrange for the Entitled Person's Evacuation from a safe departure point to the nearest safe location, then to the Entitled Person's Home Country. The Entitled Person or Client must contact the supplier within ten (10) days from the date the Entitled Person's Host Country and/or an Appropriate Authority issues the official disaster declaration.

#### **Return of Deceased Remains**

Subject to an event as per clauses above, resulting from a Triggering Event, the supplier will use all reasonable endeavors to arrange for the Return of Deceased Remains to the Entitled Persons(s) Home Country if the Entitled Person(s) dies during a Triggering Event.

For the avoidance of doubt, the Services shall apply only for circumstances that arise from a Triggering Event(s) that takes place in a Host Country:

- (a) If an Entitled Person requires Evacuation following a Triggering Event, the supplier shall provide up to ten (10) days' lodging in reasonable accommodation and food where an Entitled Person is delayed at a safe departure point pending Evacuation. The supplier shall also provide air travel of a reasonable standard to return the Entitled Person to his/her Home Country following a Natural Disaster or Political/Military Evacuation. In this context, 'reasonable expenses' means having regard to both the needs of the Entitled Person and the supplier's requirement to manage its costs of providing the Services. For the avoidance of doubt, it shall always be reasonable for the supplier to determine that accommodation and air travel cost is not reasonable where the combined cost of both arranged for the

same Entitled Person exceeds USD \$15,000. Any such determination of the supplier shall be final and binding on the parties (this shall also include Reasonable Expenses).

(b) If the Entitled Person(s) is able to leave their Host Country by normal means, the supplier will assist at its cost the Entitled Person in rebooking flights or other transportation. Arranging non-emergency transportation is the Entitled Person's responsibility.

### **Exclusions**

The supplier shall not be obliged to provide the Services where:

1. the Triggering Event results from a debt insolvency, commercial failure, the repossession of any property by any title holder or lien holder, or any other financial cause (whether affecting the Client or Entitled Person);
2. the Entitled Person is located in their Home Country or Country of Permanent Residence. However, notwithstanding this Services' limitation and Entitled Person shall be offered evacuation Services to their Home Country as defined herein and at their option and cost;
3. they relate to a Visit where the relevant Triggering Event has taken place or is reasonably likely to take place prior to the Start Date of that Visit, unless the Evacuation Advisory has been withdrawn and any Triggering Event in the Host Country has ceased for a period of 14 days or more so that the situation under which the Entitled Person would be in danger of imminent serious Bodily Harm has ceased, or the location in the Host Country is no longer Uninhabitable;
4. that Triggering Event preceded the Entitled Person's arrival in the Host Country by more than eighteen (18) hours. For clarity, this subsection is pertinent to an individual who is already in route to a Host Country;
5. the Client or the relevant Entitled Person(s) has not complied with the obligations described in Obligations of the Entitled Person and Conditions;
6. an Entitled Person's Home Country intervenes and provides for Evacuation of that Entitled Person;
7. the Triggering Event results from an actual or alleged violation of the laws of the Host Country by the Entitled Person, unless the supplier determines that such allegations were intentionally false, fraudulent and malicious and made solely and directly to achieve a political, propaganda or coercive effect upon or at the expense of the Entitled Person;
8. supplier is inhibited in its ability to provide the Services due to the Political or Military Situation, nuclear accident, interference by authorities or for any other reason without placing its employees or agents in a circumstance that may result in serious Bodily Harm or in the supplier breaching any law or regulation.

### **Obligations of the Client and Entitled Person**

1. the Client and Entitled Person must provide the supplier with all assistance and information requested in a timely manner;
2. the Client and Entitled Person must follow the supplier's professional advice at all times. Any losses incurred or increased value of costs incurred by the Entitled Person by failing to follow the advice of the supplier may not be recoverable;

3. where an Entitled Person is entitled to any refund on unused tickets or returnable deposits or advanced payments (a "Refund"), the Client must pay that Refund to the supplier or ensure that the Entitled Person must pay that Refund to the supplier;
4. Entitled Person must follow the supplier's instructions and shall not make or attempt to make any material arrangements regarding Evacuation or otherwise without the supplier's agreement;
5. Entitled Person must not take part in any political activity or operations of any security or armed forces unless notified to and agreed to in writing by the supplier;
6. the Entitled Person must maintain and possess duly authorized and issued required immigration, work, residence or similar visas or permits or other relevant documentation for each country where the Entitled Person is on a Visit;
7. Entitled Persons travelling to Cuba, that are subject to U.S. jurisdiction, must fall within the general licenses within the 12 categories of authorized travel for the travel-related transactions, to, from or within Cuba, that have been issued by OFAC. This restriction will automatically become null and void when travel between the US and Cuba becomes unrestricted affecting business travel; and
8. For the avoidance of doubt, if the Client or Entitled Person rejects the offer of Evacuation at the time that the supplier offers the Evacuation, or as reasonable thereafter as defined above, then they waive their rights to be Evacuated under the terms of this Agreement as a covered event but may subsequently arrange to be Evacuated as a Discretionary Service if the supplier is able to assist.

#### **Conditions**

If the Client or an Entitled Person behaves fraudulently or makes any misrepresentation to, or fails to disclose a material fact to the supplier, the supplier shall not be obliged to perform the Services.

#### **Definitions and Interpretation**

**"Appropriate Authorities"** means officials or the embassy of an Entitled Person's Home Country, and/or an appropriate Authority of the Entitled Person's Host Country (and "Appropriate Authority" shall be construed accordingly).

**"Bodily Harm"** means physical injury to an Entitled Person caused solely and directly by violent means.

**"Business Day"** means a day other than a Saturday or Sunday or a bank or other public holiday in England or the United States.

**"Business Traveler"** means any individual who is traveling for a professional or leisure purpose and is employed by a company or academic institution.

**"Client"** means any company, organization, association or other entity, and its members or participants' Entitled Persons, which have been or could be issued Political & Natural Disaster Evacuation cover pursuant to the terms and conditions of this Agreement.

**"Entitled Persons"** mean Client members that are covered by the service for which the Fees have been paid.

**"Evacuation"** means the transportation of any Entitled Person from the Host Country to the nearest place of safety, and then to the Entitled Person's Home Country as soon as reasonably practicable

An **Evacuation** in which one or a group of more than one (1) Entitled Person(s) is evacuated shall be considered a single **Evacuation**.

The method of transportation will be as deemed most appropriate to ensure the Entitled Person's safety. If Evacuation becomes impractical due to hostile or dangerous conditions, the supplier will maintain contact with and advise the Entitled Person(s) and Client until Evacuation becomes viable or the political or social upheaval has resolved.

**"Home Country"** For the purposes of defining an Evacuation return destination, Home Country shall be defined as:

- (a) The Entitled Person's home country or country of permanent residence; or
- (b) Where the Program Sponsor that sponsored the Entitled Person's travel is located; or
- (c) Back to the country in which the Entitled Person is traveling during the Program Sponsor sponsored travel, from the place of safety or in transit, if the supplier deems appropriate; or
- (d) To another program location of the Program Sponsor.

For all other purposes under this agreement, Home Country shall be defined as:

- (a) The Entitled Person's country of citizenship or country of permanent residence.

**"Host Country"** the Country in which the Entitled Person is visiting. The following US Territories and Possessions may be considered a Host Country: American Samoa, Guam, Marshall Islands, Micronesia, Northern Mariana Islands, Palau, Puerto Rico, US Virgin Islands, Wake Island, Baker, Howland, Jarvis, and Midway Islands, Johnston (and Palmyra Atolls) and Kingman Reef, Navassa Island, and Swains Islands.

**"Natural Disaster"** means an event of natural occurrence including but not limited to; earthquake, volcanic eruption, tsunami, snow, rain, hail, lightning, flood, wind, windborne dust or sand, wildfire, that results in widespread and severe physical damage to property such that the government of the Host Country issues an official disaster declaration and determines the affected area to be Uninhabitable.

In no event shall a Natural Disaster be deemed to apply to a marine vessel, ship or watercraft of any kind.

**"Political or Military Situation"** means war, civil war, civil unrest, rebellion, riot, military uprising or labor disturbances or strike leading to civil unrest strike, or a nuclear, biological, or chemical occurrence caused by terrorism.

**"Return of Deceased Remains"** means the return of an Entitled Person to his or her Home Country in the event of their death as a result of Bodily Harm occurring as a result of Political or Military Events and/or a Natural Disaster.

**"Safe Haven"** means a location where an Entitled Person is taken during an Evacuation, as an interim step to being transported to their Home Country, where he or she is protected from immediate harm or danger, and from where there is a reasonable expectation that commercial air transportation or other appropriate transportation will be available within ten (10) days of arrival to fully evacuate that Person to his or her Home Country or Country of Residence.

**"Services"** mean the Services described in Schedule 1 that will be offered to the Client and Entitled Persons for a period up to but not exceeding sixty (60) consecutive days from the date a Triggering Event occurs. All Entitled Persons herein described shall have automatic access to the Services whenever they are travelling, subject to the terms of this Agreement.

**"Triggering Event"** means, in relation to any Host Country, Evacuation being necessitated by:

- (a) formal recommendation issued by an Appropriate Authority that categories of persons including Entitled Person(s) should leave the Host Country due to the Political or Military Situation;
- (b) an Entitled Person being expelled or declared *persona non grata* on the written authority of the recognized government of the Host Country;

(c) a Natural Disaster occurring within an Entitled Person's Host Country (as determined by the supplier in accordance with the Entitled Person's Host Country and/or Home Country Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country; or

(d) the Political or Military Situation in the relevant Host Country is creating a situation in which an Entitled Person is in danger of imminent Bodily Harm (as determined by the supplier in accordance with the Entitled Person's Host Country and/or Home Country Appropriate Authorities) to the extent that the Entitled Person must be Evacuated from the Host Country.

**"Uninhabitable"** means the relevant Host Country is deemed unfit for residence, as determined by the supplier in accordance with and based upon the authorities of an Entitled Person's Home Country or Host Country, due to a lack of habitable shelter, food, heat and/or drinking water and no suitable accessible alternative housing being available within ten (10) miles of the Entitled Person's location.

**"Visit"** means a Visit undertaken by an Entitled Person not exceeding twelve (12) months in duration (unless otherwise agreed by the supplier) to a Host Country outside their Home Country (and "Visiting" shall be construed accordingly).

**FOR 24/7 SECURITY AND POLITICAL ASSISTANCE PLEASE CALL EUROPE ASSIST AT:**

888-286-3768 (calls inside U.S.A & Canada)

240-330-1517 (direct &/or collect calls outside the U.S.A & Canada)