

## STARR INDEMNITY &amp; LIABILITY COMPANY

**SCHEDULE OF BENEFITS****Plan: SAFE TRAVELS Any Reason****We will provide the coverage described in this Policy and listed below.**

<b>BENEFITS</b>	<b>MAXIMUM BENEFIT LIMITS</b>
	<b>Per Person</b>
Trip Cancellation	Up to 100% of Trip Cost Insured: Maximum Trip Cost: \$10,000 Maximum Benefit Amount: \$10,000 Maximum Trip Length: 30 Days
Trip Cancellation for any reason (CFAR)	75% of Trip Cost Insured: Maximum Trip Cost: \$10,000 Maximum Benefit Amount Up to \$7,500 Included when conditions are met, see policy for details.
Trip Interruption	Up to 100% of Trip Cost Maximum Trip Cost: \$10,000 Maximum Benefit Amount: \$10,000
Trip Delay	Minimum 12 hours delay Maximum of \$500 Daily Limit: \$100
Baggage Delay	Minimum 24 hours delay Maximum \$200 Daily Limit of \$100 Primary Coverage
Baggage and Personal Effects	Up to \$500 per <b>Covered Trip</b> Deductible: \$0.00 Per Article Limit: Up to \$100 Combined Aggregate Limit: 50% of Baggage and Personal Effects benefit; see list of specialty items under Section IV. Coverages. Primary Coverage
Travel Medical Expense	\$15,000 Deductible: \$250 Dental Expense Only: Up to \$250 Primary Coverage
Emergency Medical Evacuation	\$100,000  3 Days Hospitalized to trigger additional benefits, see policy for details
Accidental Death & Dismemberment - Common Carrier	Principal Sum: \$20,000
<b>Optional Upgrade</b>	<b>See Confirmation of Coverage</b>
Travel Medical Expense	\$50,000 Additional Coverage Primary Coverage

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**Assistance Company: On Call International**

*See Confirmation of Coverage of additional details*

**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**.

## TRAVEL INSURANCE POLICY

### SAFE TRAVELS Any Reason

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. 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.

### FREE LOOK

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 14-day free look, the payment for this **Policy** is non-refundable, except in the following circumstance:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a. or b. above, **Your** premium will be refunded on a pro rata basis.

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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** 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.

**Actual Departure Date** means the date on which **You** leave on the **Covered Trip**.

**Administrator** means the organization with whom **We** have contracted to service **Your Policy**.

**Adventure Activities** means leisure and non-professional sports activities in:

- a. Mountain climbing over fifteen thousand (15,000) feet;
- b. White or black water rafting (Grades one (1) – four (4));
- c. Scuba diving for **Qualified Divers** greater than a maximum depth of forty (40) meters (one hundred thirty-one (131) feet) and for **Unqualified Divers** greater than a maximum depth of thirty (30) meters (ninety-eight (98) feet);
- d. Water skiing;
- e. Snowboarding as designated unsafe by the resort management;

f. Snowmobiling.

**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** including Traveling documents.

**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, including but not limited to:

- a. Printed business documents;
- b. Meeting agendas;
- c. Sales presentations;
- d. Product samples;
- e. Laptops;
- f. Visual aids;
- g. Projectors; or
- h. Electronics.

**Cancellation Penalties** means **Trip Costs**:

- a. Which are not refundable by the **Travel Supplier**, or are subject to restrictions;
- b. Which are paid by **You** or on **Your** behalf prior to **Your Covered Trip Departure Date**, or which **You** are obligated, or later become obligated, to pay as a result of cancelling or interrupting the **Covered Trip**;
- c. Which are identified by **You** during enrollment; and
- d. For which insurance was purchased.

These will also include any subsequent pre-paid **Payments or Deposits** paid by **You** or on **Your** behalf for the same **Covered Trip**, however, **You** must notify **Us** of these payments and pay the additional cost within 15 days of **Initial Trip Payment**.

**Change in Your Trip Itinerary** means that **Your Trip** has a documented change from the scheduled itinerary.

**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.

**Civil Disorder** means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

**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 conditions requiring **Hospital** admission whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include:

- a. Acute nephritis;
- b. Nephrosis;
- c. Cardiac decompensation;
- d. Missed abortion;
- e. Nonelective cesarean section;
- f. Ectopic pregnancy which is terminated;

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- g. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible; and
- h. Similar medical and surgical conditions of comparable severity.

**Complications of Pregnancy** do not include:

- a. False labor;
- b. Occasional spotting;
- c. **Physician**-prescribed rest during the period of pregnancy;
- d. Morning sickness;
- e. Hyperemesis gravidarum;
- f. Preeclampsia; and
- g. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct **Complication of Pregnancy**.

**Confined** means **You** are restricted from disembarking from a **Cruise** ship.

**Confirmation** means the written **Reservation** of **Travel Arrangements** at a **Destination** or on a **Common Carrier**.

**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** and while **You** are covered under the **Policy** in accordance with the terms and provisions of this **Policy**.

**Covered Trip** means a **Trip** for which **You** request insurance coverage and pay the required premium and includes the date of travel shown on **Your Confirmation** letter for which **You** purchased this plan. Travel must be more than 100 miles from **Your Primary** or **Secondary Residence**. Maximum **Covered Trip** duration is 30 days. The **Covered Trip** must start from **Your Primary Residence** or **Your Secondary Residence**.

**Cruise** means any **Prepaid** sea/ocean and/or inland waterway arrangements made by the **Travel Supplier**.

**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.

**Departure Date** means the date on which **You** are scheduled to leave on the **Covered Trip**. This date is specified in the travel documents.

**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.

**Destination** means any place **You** are scheduled to travel to on **Your Covered Trip**, as shown on the travel documents, manifest or **Confirmation**.

**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**.

**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 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**.

**Epidemic** means an outbreak of a contagious illness or disease that spreads rapidly and widely and has been identified as an epidemic by the Centers for Disease Control (CDC) or World Health Organization (WHO).

**Escort** means a medically trained professional who is approved by **Us** and is contracted to accompany and provide medical care to an ill or **Injured** person while they are being transported.

**Event** means an entertainment, theatrical, or recreational event for which a **Ticket** is purchased by **You**.

**Excluded Countries** means any country where providing coverage or paying a claim would expose **Us**, **Our** parent company, or **Our** parent company's ultimate controlling entity, to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

**Experimental or Investigative** means treatments, devices or prescription medications which are recommended by a **Physician** but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time of services are rendered.

**Golf/Golf Course** means the recreation of playing **Golf** on an officially registered **Golf** course measuring over 4,000 yards with a par rating of at least 68 for 18 holes of play, which is accessed by a **Prepaid** use **Ticket** for rounds, play time, and/or use or admission. This does not include miniature, executive or par-3 courses.

**Home Country** means the country or territory as shown on **Your** passport.

**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 prearranged 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.

**Host Country** means a country or territory **You** are visiting, shown on **Your** itinerary, and which is not **Your Home Country**.

**Hotel/Motel** means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and **Reservations** are required.

**Imminent Physical Danger** means a situation or environment that poses a direct and immediate threat of physical injury or death.

**Immediate Family Member** means **Your** or **Your Traveling Companion's**:

- a. **Spouse**, civil union partner or **Domestic Partner**;
- b. **Dependent Child**;
- c. Siblings;
- d. Parents;
- e. Daughter or son;
- f. Grandparent, step-grandparent, grandchild, or step-grandchild;
- g. Step-child, step-sibling, or step-parent;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew; or
- m. Legal guardian;

**Inaccessible** means **You** cannot reach **Your Destination** by the original mode of transportation.

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

**Initial Trip Payment** means the first **Payment or Deposit** made to **Your Travel Supplier** toward the cost of **Your Covered Trip**, regardless of whether this payment is refundable. A "good faith deposit" or a "holding payment" is not considered the **Initial Trip Payment** until the payment is applied to confirmed dates of travel. The date the **Initial Trip Payment** is made will be day one (1) of the period during which additional insurance options may be purchased.

**Injury** or **Injured** means a bodily **Injury** caused by an **Accident** occurring while **Your** coverage under this **Policy** is in force and resulting directly and independently of all other causes of **Loss** covered by this **Policy**. The **Injury** must be verified by a **Physician**.

**Inpatient** means the **Insured's** admission to a **Hospital** on the advice of a **Physician**.

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

**Land/Sea/Air Arrangements** means **Your** land, sea, and/or air arrangements booked for **Your Covered Trip**.

**Loss** means an **Injury** or **Unforeseen Event** or incident (subject to the exceptions contained in the following sentences) sustained by **You** as a direct result of one or more of the events against which **We** have undertaken to compensate **You**. **Loss** does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. **Loss** also does not include any form of consequential, incidental, or indirect damages or **Injury**.

**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. Ordered by a **Physician** and performed under his or her care, supervision or order.

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

**Necessary Personal Effects** means items such as clothing and toiletry items that are included in **Your Checked Baggage** and are required for the **Your Covered Trip**. **Necessary Personal Effects** do not include jewelry, perfume or alcohol.

**Pandemic** means an **Epidemic** over a wide geographic area that affects a large portion of the population and has been identified as a pandemic by the Centers for Disease Control (CDC) or World Health Organization (WHO).

**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 an **Immediate 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.

**Pre-Existing Condition** means any **Accidental Injury, Sickness** or condition of **You, Your Traveling Companion** or **Your Immediate 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.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

**Prepaid** means **Payments or Deposits** paid by **You** for **Travel Arrangements** for **Your Covered Trip** prior to **Your Actual Departure Date** or **Scheduled Departure Date**. **Payments or Deposits** for shore excursions, theater, concert or event **Tickets** or fees, or sightseeing, if such arrangements are made during **Your Covered Trip** and are to be used prior to the **Scheduled Return Date** of **Your Covered Trip** are not considered **Prepaid** as defined herein.

**Primary** means **We** will pay first but reserve the right to recover from any other insurance carrier with which **You** may be covered.

**Primary Residence** means **You** or **Your Traveling Companion's** fixed, permanent and main home for legal and tax purposes. **Primary Residence** is where **You** or **Your Traveling Companion** are leaving from to start **Your Covered Trip**.

**Professional Athletic Event** means a sporting contest in which **You** participate under contract in exchange for an agreed-upon salary. This does not include athletes participating in exchange for a scholarship or tuition.

**Qualified Diver** means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.



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**Quarantine** means a mandatory confinement, intended to stop the spread of a contagious disease to which **You** or **Your Traveling Companion** may have been exposed. **Quarantine** does not include stay at home, shelter in place or other similar orders issued to the general public by local, state, or federal authorities.

**Real or Personal Property** means a **Rental Property** and its contents.

**Reasonable Additional Expenses** means expenses for:

- a. Meals;
- b. Essential telephone calls;
- c. Local transportation (taxi fares, mass transit, rental vehicle, etc.);
- d. Parking costs;
- e. Internet usage fees; and
- f. Lodging, which are necessarily incurred as the result of a **Trip** delay and which are not provided by the **Common Carrier** or any other party free of charge.

**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.

**Refund** means:

- a. Cash returned to **You** by the supplier;
- b. Any credit or voucher for future **Events You** receive or are entitled to receive from the supplier; or
- c. Any credits, recoveries or reimbursements **You** receive or are entitled to receive from **Your** employer, another insurance company, a credit card issuer or any other institution.

**Rental Vehicle Agreement** means the entire contract into which **You** enter when renting or leasing a vehicle from a rental car or leasing agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the agreement. The period of the **Rental Vehicle Agreement** may not exceed 364 days.

**Reservation** means a confirmed stay at a **Hotel** or resort with a confirmed arrival date and a confirmed **Departure Date** made through the **Travel Supplier** or **Travel Arranger**.

**Return Date** means the date on which **You** are scheduled to return to the point where the **Covered Trip** started or to a different specified **Return Destination**. This date is specified in the **Covered Trip** itinerary.

**Return Destination** means **Your Primary Residence** or the place to which **You** expect to return from **Your Covered Trip** as shown in the **Covered Trip** itinerary.

**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**.

**Season** means the period of time when the **Season/Annual Pass** is valid.

**Secondary Residence** means **Your** or **Your Traveling Companion's** home in the United States that is owned by **You** or **Your Traveling Companion** and used by **You** or **Your Traveling Companion** at least 30 days per calendar year.

**Severe Weather** means hazardous weather conditions including but not limited to windstorms, hurricanes, tornadoes, fog, hailstorms, rainstorms, snowstorms, or ice storms.

**Sickness** means an illness or disease diagnosed or treated by a **Physician** after **Your Effective Date** under this **Policy**. **Sickness** does not include mental, nervous or psychological disorder.

**Sportsman's Equipment** means:

- a. Hunting equipment including, but not limited to guns, bows and arrows;
- b. Fishing equipment including, but not limited to rods, reels and tackle;
- c. Ski gear, including, but not limited to skis, ski poles, ski bindings, boots and snowboards;
- d. **Golf** equipment including, but not limited to golf clubs and golf balls; and
- e. Any other similar gear or equipment utilized by **You** for similar activities during the **Covered Trip**.

**Spouse** means **Your** legal spouse, civil union partner, or **Domestic Partner**.

**Stay** means the duration of time from the date **You** check in at the **Rental Property** to the date **You** check out of the **Rental Property**.

**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 Incident** means an act of violence that is deemed terrorism by the U.S. Department of State, or that is committed by any person acting on behalf of, or in connection with, any organization which is classified as a Foreign Terrorist Organization by the U.S. Department of State. The following are not considered **Terrorist Incidents**: an act of war (declared or undeclared), **Civil Disorder**, or riot. Not all acts of violence, even when committed by known terrorist organizations, are considered **Terrorist Incidents** for the purpose of this definition. Any act of violence will only be declared a **Terrorist Incident** if/when the US Department of State declares it so.

**Ticket** means a ticket issued on paper or in electronic documentation to an entertainment, theatrical or recreational **Event** and paid for in full by **You**.

**Ticket Cost** means the total amount paid for the **Ticket**, including any service and handling fees.

**Ticketholder** means **You** or the person who receives an **Event Ticket** from **You** to attend an **Event**.

**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.

**Travel Arrangements** means:

- a. **Transportation**;
- b. Accommodations; and
- c. Other specified services arranged by the **Travel Supplier** or **You** or others for **Your Covered Trip**.

Air arrangements covered by this definition also include any direct round-trip air flights booked by others, to and from **Your Covered Trip** departure and return cities, provided the dates of travel for the air flights are within 7 total days of **Your Covered Trip** dates.

**Travel Arranger** means the agent or agency that is responsible for ordering and making financial exchange for **Travel Arrangements**.

**Traveling Companion** means person(s) named and traveling under the same **Reservation** as **You** (to a maximum of ten (10) persons including **You**. Note: A group or tour leader is not considered a **Traveling Companion** unless **You** are sharing room accommodations with the group or tour leader.

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

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**Trip** means a period of travel at least 100 miles from **Your Primary** or **Secondary Residence** for a period that does not exceed 30 days. **Your Trip** must have a defined **Departure Date** and **Return Date**.

**Trip Cost** means dollar amount of **Trip Payments or Deposits**, which are subject to **Cancellation Penalties**, paid by **You** prior **Your Covered Trip Departure Date**. The **Trip Cost** is specified in the **Confirmation** provided by **Your Travel Supplier**.

**Trip Cost** will also include the cost of any additional pre-paid **Payments or Deposits** paid by **You** for the same **Covered Trip** for coverage under this plan provided **You** amend **Your Policy** limit to include the cost of the additional **Travel Arrangements** and pays any additional premium. Additionally, the plan will cover pre-paid, non-refundable airfare, **Hotel**, and **rental car** charges booked independently of the **Travel Arranger**, provided the appropriate plan cost has been insured.

**Trip Payments or Deposits** means the total **payment or deposit** made to **Your Travel Supplier** toward the cost of **Your Covered Trip**, regardless of whether this payment is refundable.

**Tuition Expense** means fees paid **You** in exchange for instruction by a school or program.

**Unforeseen** means not anticipated or expected.

**Unforeseen Event** means an event that is not an anticipated or expected occurrence.

**Uninhabitable** means:

- a. The building or structure itself is unstable and there is a risk of collapse in whole or part;
- b. There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
- c. Immediate safety hazards have yet to be cleared, such as debris or downed electrical lines;
- d. The property is without electricity, gas, sewer service or water for twenty-four (24) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

**Unqualified Diver** means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

**Unused** means **Your** financial **Loss** of any whole, partial or prorated **Prepaid** non-refundable components of a **Covered Trip** that are not depleted or exhausted, including award travel expenses.

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

**Winter Activities** means:

- a. Glacier walking;
  - b. Dog sled rides;
  - c. Ice climbing;
  - d. Ice curling;
  - e. Ice diving;
  - f. Ice hockey;
  - g. Speed skating;
  - h. Tobogganing; or
- Any activity materially similar to those activities described herein.

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

## SECTION II. GENERAL PROVISIONS

## STARR INDEMNITY & LIABILITY COMPANY

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**.

**PRIMARY INSURANCE:** The insurance provided by this **Policy** for all coverages will be paid on a **Primary** basis. This is subject to recovery. **We** will pay the claim first then seek to recover any payments made by a third party.

**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:** This **Policy** 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 **You**, **You** must complete an application for the child and pay any premium due. If accepted by **Us**, each person will become an **Insured**. **You** must be a U.S. resident to purchase this **Policy**.

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

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

Subject to payment of any premium due:

- a. For Trip Cancellation: **Coverage** begins at 12:01 A.M. local time, at **Your** location on the day after the required premium for such coverage is received by **Us** or **Our Administrator** or **Travel Supplier** as shown in the **Confirmation**. Coverage ends at the point and time of departure on **Your Scheduled Departure Date**.
- b. For Trip Delay: **Coverage** is in force while en route to the **Covered Trip** from **Your** home and also while en route from the **Covered Trip** to **Your** home.
- c. For all other coverages: **Coverage** begins at the later of the 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**. 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**; or
- 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** except Trip Cancellation 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 Cancellation, Trip Interruption or Trip Delay.

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, unless **Hospitalized. Emergency Medical Evacuation**, if required, would be covered.

If **You** are hospitalized beyond **Your Scheduled Return Date**, this coverage will be extended to the earlier of:

- a. When all benefits payable have been depleted/exhausted;
- b. **You** are released from the medical facility and have been ordered/approved by a **Physician** to be transported or return to **Your Primary Residence** (coverage will remain in effect until **You** reach **Your Primary Residence**); or;
- c. Thirty (30) days.

**SECTION IV. COVERAGES**

**We will provide the coverage described in this Policy only if it is listed on the Schedule of Benefits and such coverage is attached to and made part of this Policy.**

**ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER**

**We** will pay benefits for an **Accidental Injury** 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 **Common Carrier** 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 in the Schedule of Benefits.

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%
Thumb and index finger of same hand	25%

**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; and
- 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 amount 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 which 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**.

In addition to the General Limitations and Exclusions in the **Policy**, **We** will not pay for any **Loss** resulting from or due to stroke, cerebral vascular, or cardiovascular **Accident** or event; myocardial infarction (heart attack); coronary thrombosis; or aneurysm.

## 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 more than 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 Delay Proof of Loss

**You** must provide **Us** or **Our Administrator** with the following:

- a. An incident report filed with the **Common Carrier** confirming the delay;
- b. Receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement;
- c. Documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- d. **You** must provide documentation of the delay or misdirection of **Baggage** by the **Common Carrier**.

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage Delay Benefit.

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;
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. **Sportsman's Equipment**;
19. Cellphones, computer and computer hardware or software; electronic computer devices; or
20. Property illegally acquired, kept, stored or transported.

No benefits will be paid for any loss for, caused by, or resulting from:

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;

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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.



**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 Immediate 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.

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage/Personal Effects Benefit.

**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;
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. cellphones, computer and computer hardware or software; electronic computer devices; or
19. property illegally acquired, kept, stored or transported.

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;

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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.

## EMERGENCY MEDICAL EVACUATION

**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 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**;
- b. Required by the standard regulations of the conveyance transporting **You**; and
- c. Reviewed and pre-approved by **Our 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 Assistance Company**. In the event the **Emergency Medical Evacuation** is not approved by **Our** designated **Assistance Company** prior to the start of the evacuation, reimbursement may be limited to the amount **Our** designated **Assistance Company** would have authorized had the **Emergency Medical Evacuation** been approved.

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 Primary 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 Fare**, less the value of applied credit from any **Unused** return travel tickets per person; and
- b. To bring one (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 one (1) round-trip **Economy Fare**.

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 Fare** 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:

- a. **You** are confined to the **Hospital** for more than the number of days shown on the Schedule of Benefits;
- b. 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
- c. **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 Fare**, less the value of applied credit from any **Unused** return travel ticket.

**Escort Service:** **We** will pay to return any of **Your Dependent 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 Fare**, 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 Assistance**.

## TRAVEL MEDICAL AND DENTAL 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** and the initial documented treatment is given by a **Physician** during this **Trip**.

This coverage is considered **Primary** up to the amount listed in the Schedule of Benefits.

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

- a. The services of a **Physician** or registered nurse (R.N), and related test or treatment;
- 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/Motel** 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 the amount shown on the Schedule of Benefits, for emergency dental treatment for **Accidental Injury** to natural teeth while on **Your Trip**.

**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**.

**Advance Payment:** If **You** require admission to a Hospital during a **Covered Trip** for an **Injury** or **Sickness**, **We** or **Our** designated representative will arrange advance payment, if required by the Hospital, directly to the **Hospital**. **Hospital** confinement must be certified as **Medically Necessary** by the onsite attending **Physician**.

This amount will be deducted from the Travel Medical Expense benefit limit shown in the Schedule of Benefits.

**You** agree to reimburse this payment to **Us** if:

- a. **You** do not complete the claims process as outlined in the Payment of Claims section; or
- b. It is determined that **Your** Travel Medical Expense claim is not covered.

**We** will provide advance payment when required and requested by **You**. However:

- a. **We** reserve the right to deny a request for advance payment if **We** confirm that **Your** claim is not covered under the **Policy**; and
- b. An advance payment made by **Us** is not a guarantee of claim approval.

Benefits for **Advance Payment** will not duplicate any other benefits payable under the **Policy**.

### Dental Covered Expenses

If **You** suffer an **Injury** or a **Sickness** that requires emergency dental treatment by a Dentist, **We** will reimburse **You**, up to the amount shown in the Schedule of Benefits, for the following emergency dental expenses:

- a. Services and supplies for the relief of dental pain; and
- b. The repair or replacement of teeth or dental implants.

Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after **You** have reached **Your Return Destination**, regardless of the reason.

### **Your** duties in the event of a **Loss**:

- a. **You** must provide **Us** with all bills and reports for medical and/or dental expenses claimed;
- b. **You** must provide any requested information related to the claimed expense(s), including but not limited to, an explanation of benefits from any other applicable insurance;
- c. **You** must sign a patient authorization to release any information required by **Us**, to investigate **Your** claim.

### Travel Medical and Dental Expense Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Travel Medical and Dental Expense Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

1. Any service provided by **You**, a **Family Member**, or **Your Traveling Companion**;
2. Alcohol or substance abuse or treatment for the same;
3. **Experimental or Investigative** treatment or procedures;
4. Expenses incurred by any **Child** born during the **Covered Trip**;
5. Care or treatment which is not **Medically Necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;
6. Routine physical examinations;
7. Repair or replacement of hearing aids, any type of eye glasses, contact lenses, or sunglasses;
8. Mental health care; or
9. Physical therapy or occupational therapy.

## TRIP CANCELLATION

**We** will reimburse **You**, up to the amount shown on the Schedule of Benefits, for Trip Cancellation **Covered Expenses**, if **You** are prevented from taking **Your Covered Trip** due to any of the **Unforeseen Events** listed below. The Event must occur before **You** depart on **Your Covered Trip** and while **Your** coverage is in effect under this **Policy**.

### **Trip Cancellation Covered Expenses:**

Forfeited, **Prepaid**, non-refundable, and non-refunded published **Payments or Deposits** that **You** paid for **Your** unused **Trip**. Should **You** elect to reschedule **Your Trip** instead of cancelling, in lieu of covering these expenses **We** will pay for change fees charged by **Your Travel Supplier**;

**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.

The following are the Unforeseen Events for Trip Cancellation:

### **Health and Family**

1. Any **Injury** or **Sickness**:

Suffered by **You**, or **Your Immediate Family Member**, that is so disabling as to cause a reasonable person to cancel the **Covered Trip** which results in medically imposed restrictions as certified by a **Physician** at the time of **Loss** preventing **Your** participation in the **Covered Trip**.

2. **Your** Death or the Death of **Your Traveling Companion** or **Your Immediate Family Member**.

### **Transportation and Accommodation**

3. **Bankruptcy** and/or **Default** of **Your Travel Supplier** that occurs more than 14 days following the **Effective Date**. Coverage is not provided for the **Bankruptcy** or **Default** of the agency from whom **You** purchased **Your Land/Sea Arrangements**. **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**.

### **Weather**

4. **Inclement Weather**, **Natural Disasters**, **Terrorist Incident** or the **Common Carrier's** mechanical breakdown that results in the complete cessation of travel services at the point of departure or **Destination** for at least 12 consecutive hours.

### **Legal**

5. **You** and/or **Your Traveling Companion** are required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided **You** or **Your Traveling Companion** are not a party to the legal action or appearing as a law enforcement officer.

### **Personal Safety and Security**

6. A politically motivated **Terrorist Incident** that occurs within 30 days of **Your** departure and within 75 miles of a **City** listed on **Your** itinerary. The **Terrorist Incident** must occur on or after the **Effective Date** of **Your Trip** Cancellation Coverage.

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7. **You** and/or **Your Traveling Companion** are hijacked.
8. **You** and/or **Your Traveling Companion** are **Quarantined**.

**Work/Military/School**

9. **You** or **Your Traveling Companion** are called to active military duty after the **Effective Date**.
10. **You** have, or **Your Traveling Companion** has, a previously approved military leave revoked or experience a military reassignment.



**TRIP CANCELLATION FOR ANY REASON**

Coverage is provided for this benefit if:

1. Purchased within 7 days of the date the **Initial Trip Payment** is paid;
2. Purchased at least 60 days prior to **Your Scheduled Departure Date**; and
3. You insure the cost of any subsequent arrangement(s) added to the same **Covered Trip** within 14 days of the date of **Payment or Deposit** for any subsequent **Covered Trip** arrangement(s).

If **You** are prevented from taking **Your Covered Trip** for any reason not otherwise covered under the **Policy**, **We** will reimburse **You** or **Your** designated representative for 75% of the **Unused, Prepaid**, forfeited, non-refundable **Payments or Deposits** for the **Covered Trip** arrangement(s), up to the maximum shown on the Schedule of Benefits, provided the following conditions are met:

- a. This insurance coverage is purchased for the full cost of all non-refundable prepaid **Covered Trip** arrangements;
- b. **You** or **Your** designated representative cancels the **Covered Trip** no less than 48 hours prior to the **Scheduled Departure Date**.
- c. **You** are medically able to travel at the time **You** purchase this **Policy**;
- d. **You** insure 100% of **Your** prepaid **Payments** that are subject to cancellation penalties or restrictions;
- e. The **Covered Trip** is cancelled 48 hours or more prior to **Your Scheduled Departure Date**; and
- f. The booking for **Your Covered Trip** must be the first and only booking for the travel period and destination.

Trip Cancellation for Any Reason includes change of mind.

This coverage will be terminated, no benefits will be paid and any premium paid for this coverage will be refunded if the full costs of all prepaid, non-refundable **Covered Trip** arrangements are not insured.

## TRIP DELAY

We will pay **You** additional expenses on a one-time basis, up to the maximum shown on the Schedule of Benefits, if **You** are delayed en route to or from **Your Covered Trip** for at least the number of hours shown on the Schedule of Benefits due to a **Common Carrier** delay or any of the **Unforeseen Events** listed below, occurring on or after the **Effective Date** of the **Policy**.

Additional Expenses include:

- a. Any prepaid, unused, non-refundable **Land/Sea/Air Arrangements**;
- b. Any reasonable additional expenses incurred (meals, accommodations, local transportation, and telephone calls);
- c. An Economy Fare from the point where You interrupted **Your Covered Trip** to a destination where **You** can resume **Your Covered Trip**; or
- d. A one-way Economy Fare to return **You** to **Your** originally scheduled **Return Destination**.

The following are the Unforeseen Events for Trip Delay:

1. Any **Injury** or **Sickness**:

Suffered by **You**, or **Your Immediate Family Member**, that is so disabling as to cause a reasonable person to cancel the **Covered Trip** which results in medically imposed restrictions as certified by a **Physician** at the time of **Loss** preventing **Your** participation in the **Covered Trip**.

2. **Your** Death or the Death of **Your Traveling Companion** or **Your Immediate Family Member**.

3. **Bankruptcy** and/or **Default** of **Your Travel Supplier** that occurs more than 14 days following the **Effective Date**. Coverage is not provided for the **Bankruptcy** or **Default** of the agency from whom **You** purchased **Your Land/Sea Arrangements**. **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**.

4. **Inclement Weather, Natural Disasters, Terrorist Incident** or the **Common Carrier's** mechanical breakdown that results in the complete cessation of travel services at the point of departure or **Destination** for at least 12 consecutive hours.

5. **You** and/or **Your Traveling Companion** are required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided **You** or **Your Traveling Companion** are not a party to the legal action or appearing as a law enforcement officer.

6. A politically motivated **Terrorist Incident** that occurs within 30 days of **Your** departure and within 75 miles of a **City** listed on **Your** itinerary. The **Terrorist Incident** must occur on or after the **Effective Date** of **Your Trip** Cancellation Coverage.

7. **You** and/or **Your Traveling Companion** are hijacked.

8. **You** and/or **Your Traveling Companion** are **Quarantined**.

9. **You** or **Your Traveling Companion** are called to active military duty after the **Effective Date**.

10. **You** have, or **Your Traveling Companion** has, a previously approved military leave revoked or experience a military reassignment.

## 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**.

### Trip Interruption Covered Expenses

- a. Forfeited, prepaid, non-refundable, and non-refunded published **Payments** that **You** paid for **Your** unused **Land/Sea/Air Arrangements**;
- b. Additional transportation expenses incurred to reach the **Return Destination**. Benefits will not exceed the cost of airfare (the same class airfare on which **You** were originally booked) less any refunds paid or payable;
- c. Additional transportation expenses incurred by **You**, for travel by the most direct route to:
  - i. **Your** scheduled **Destination** if **Your** departure is delayed and **You** leave after the **Scheduled Departure Date** and time;
  - ii. Rejoin **Your Trip** in progress from the point where **You** interrupted **Your Trip**;
  - iii. The **Return Destination** of **Your Trip**.

Benefits payable for additional transportation expenses will not exceed the cost of airfare (the same class airfare on which **You** were originally booked) less any refunds paid or payable.

The following are the Unforeseen Events for Trip Interruption:

### Health and Family

1. Any **Injury** or **Sickness**:  
Suffered by **You**, or **Your Immediate Family Member**, that is so disabling as to cause a reasonable person to interrupt the **Covered Trip** which results in medically imposed restrictions as certified by a **Physician** at the time of **Loss** preventing **Your** continued participation in the **Covered Trip**.
2. **Your** Death or the Death of **Your Traveling Companion** or **Your Immediate Family Member**.

### Transportation and Accommodation

3. **Bankruptcy** and/or **Default** of **Your Travel Supplier** that occurs more than 14 days following the **Effective Date**. Coverage is not provided for the **Bankruptcy** or **Default** of the agency from whom **You** purchased **Your Land/Sea Arrangements**. **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**.

### Weather

4. Inclement **Weather**, **Natural Disasters**, **Terrorist Incident** or the **Common Carrier's** mechanical breakdown that results in the complete cessation of travel services at the point of departure or **Destination** for at least 12 consecutive hours.

### Legal

5. **You** and/or **Your Traveling Companion** are required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided **You** or **Your Traveling Companion** are not a party to the legal action or appearing as a law enforcement officer.

**Personal Safety and Security**

6. A politically motivated **Terrorist Incident** within 30 days of **Your Scheduled Departure Date** and within 30miles of a **City** listed on **Your** itinerary.
7. **You** and/or **Your Traveling Companion** are hijacked.
8. **You** and/or **Your Traveling Companion** are **Quarantined**.

**Work/Military/School**

9. **You** or **Your Traveling Companion** are called to active military duty after the **Effective Date**.
10. **You** have, or **Your Traveling Companion** has, a previously approved military leave revoked or experience a military reassignment.

## 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.

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, or to **Our** authorized designee at the following address: See Confirmation of Insurance.

**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 one (1) travel **Policy** with **Us** for each **Covered Trip**. If **You** are covered under more than one (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** 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:** In addition to any applicable benefit-specific exclusions, the following exclusions apply to all **Losses** and all benefits. Unless otherwise shown below, these exclusions apply to **You, Your Traveling Companion, or Immediate Family Member**.

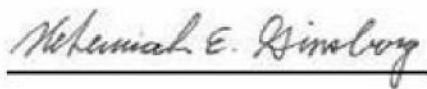
**We** will not pay for **Loss** caused by or resulting from:

1. **Pre-Existing Conditions;**
2. Commission or the attempt to commit a criminal act by **You, Your Traveling Companion or Your Immediate Family Member**, whether insured or not;
3. Dental treatment except as a result of an **Accidental Injury** to sound 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** at the time of **Loss** as a result thereof;
6. Any non-**Emergency Treatment** or surgery, routine physical examinations, hearing aids, eyeglasses 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, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
8. **Your** participation in **Adventure Activities, Winter Activities** or dangerous activities, except as a spectator;
9. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
10. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
11. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
12. Pregnancy and childbirth of the **Insured or Traveling Companion** other than **Unforeseen Complications of Pregnancy** if **Hospitalized** during a **Covered Trip**;
13. 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;
14. 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 Immediate Family Member**, whether or not insured;
15. Traveling for the purpose of securing medical treatment;
16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
17. **Your** participation in **Civil Disorder**, riot or a felony;
18. **Accidental Injury** or **Covered Sickness** when traveling against the advice of a **Physician**;
19. Care or treatment that is not **Medically Necessary**;
20. Services not shown as covered; and expenses not approved by **Our Assistance Company** in advance;
21. 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;
22. 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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23. **Pandemic** or **Epidemic**.

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.



Nehemiah E. Ginsburg,  
General Counsel and Secretary



Steve Blakey,  
President and Chief Executive Officer

## TRAVEL AMENDATORY ENDORSEMENT

Endorsement Effective Date: See Confirmation of Coverage

This Amendatory Endorsement is attached to and made part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Amendatory Endorsement takes effect as of the Policy Effective Date. If an Endorsement Effective Date is not shown, this Endorsement takes effect as of the Policy Effective Date shown on the Schedule of Benefits.

- I. It is agreed that the definition of **Covered Trip** in **SECTION I. GENERAL DEFINITIONS** is replaced by the following:

**Covered Trip** means a **Trip** for which **You** request insurance coverage and pay the required premium and includes the date of travel shown on **Your Confirmation** letter for which **You** purchased this plan. Travel must be more than 100 miles from **Your Primary** or **Secondary Residence**. Maximum **Covered Trip** duration is 30 days. The **Covered Trip** must start from **Your Primary Residence** or **Your Secondary Residence**.


- II. It is agreed that the definition of **Primary Residence** in **SECTION I. GENERAL DEFINITIONS** is replaced by the following:

**Primary Residence** means **Your** or **Your Traveling Companion's** fixed, permanent and main home for legal and tax purposes. **Primary Residence** is where **You** or **Your Traveling Companion** are leaving from to start **Your Covered Trip**.

- III. It is agreed that the definition of **Secondary Residence** is added to **SECTION I. GENERAL DEFINITIONS**:

**Secondary Residence** means **Your** or **Your Traveling Companion's** home in the United States that is owned by **You** or **Your Traveling Companion** and used by **You** or **Your Traveling Companion** at least 30 days per calendar year.

Signed for Starr Indemnity & Liability Company:



Nehemiah E. Ginsburg  
General Counsel and Secretary



Steve Blakey  
President and Chief Executive Officer



SECTION VII. STATE EXCEPTIONS

**For residents of ALABAMA:**

In **SECTION II GENERAL PROVISIONS**, the **SUIT AGAINST US** and the **MISREPRESENTATION AND FRAUD** provisions are replaced by the following:

**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 6 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** No misrepresentations or warranty made by **You** or on **Your** behalf in the negotiation or application of this **Policy** will defeat or void the **Policy** or affect **Our** obligation under the **Policy** unless such misrepresentation or warranty:

- a. was fraudulent;
- b. was material either to the acceptance of the risk or to the hazard assumed by **Us**; or
- c. if **We** in good faith would either not have issued the **Policy**, or would not have issued a **Policy** at the premium rate as applied for, or would not have issued a **Policy** in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to **Us** as required either by the application for the policy or otherwise.

**For residents of ALASKA:**

In **SECTION I. GENERAL DEFINITIONS**, the **Adventure Activities**, **Medically Necessary** and **Reasonable and Customary / Reasonable and Customary Charges** definitions are replaced by the following:

**Adventure Activities** means leisure and non-professional sports activities in:

- a. Mountain climbing over fifteen thousand (15,000) feet;
- b. White or black water rafting (Grades one (1) – four (4));
- c. Water skiing;

**Medically Necessary** means that a treatment, service or supply is:

- a. Determined by **Your** treating **Physician** to be 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. Ordered by a **Physician** and performed under his or her care, supervision or order.

**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;
- c. Is based on charges no lower than the 80<sup>th</sup> percentile of charges for the geographic area; and
- d. 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.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US**, **MISREPRESENTATION AND FRAUD**, and **CONTROLLING LAW**, and **INSURANCE WITH OTHER INSURERS** provisions are replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

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**MISREPRESENTATION AND FRAUD:** **We** do not provide coverage if **You** or someone acting on **Your** behalf, has made misrepresentations, omissions, or incorrect statements or concealed facts that are:

- a. Fraudulent;
- b. Material either to the acceptance of the risk, or to the hazard assumed by us; or
- c. **We**, in good faith, would either not have issued the **Policy**, or would not have issued a **Policy** in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to **Us** as required either by the application for the **Policy** or otherwise..

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

**INSURANCE WITH OTHER INSURERS:** If there is other valid coverage with another insurer or other policies with **Us** for the same **Covered Trip** 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.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **OTHER INSURANCE WITH US** provision is deleted.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, CLAIM FORMS** and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**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** or, upon **Your** request, all or a portion of all other benefits provided may 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. Payments to **Your** estate or a beneficiary who is a minor may not exceed \$1,000. Any payment made in good faith will discharge **Our** liability to the extent of the claim.

The undisputed portion of a claim will be paid within 30 working days.

Any claims for Travel Medical and Dental, and Emergency Medical Evacuation will be paid within 30 calendar days of receipt of a clean claim and within 15 days of receipt of additional information for other than a clean claim.

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

**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 10 working 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**.

**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 a competent appraiser. Within 10 days after the written demand, each party must notify the other party of the competent appraiser each has selected. Each of the appraisers must select a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the umpire extends the time period, each appraiser will separately state in writing the amount of the loss. If the appraisers submit a written report of agreement on the amount of the loss, the agreed amount will be binding upon **You** and **Us**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **You** and **Us**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal will be paid as determined by the umpire.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion 22. is replaced by the following:

22. 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.

**For residents of ARKANSAS:**

On the **Policy Cover Page**, the following is added:

The **Policy** is primary to all other valid and collectible insurance or indemnity.

On the **Policy Cover Page**, the **Free Look** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 15 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 15 day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a., above, **Your** premium will be refunded on a pro rata basis.

In **SECTION I. GENERAL DEFINITIONS**, the **Pre-Existing Condition** definition is replaced by the following:

**Pre-Existing Condition** means a condition, whether physical or mental, regardless of the cause of the condition, of **You**, **Your Traveling Companion** or **Your Immediate 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**.

In **SECTION II GENERAL PROVISIONS**, the **SUBROGATION** AND **SUIT AGAINST US** provisions are replaced by the following:

**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

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this provision could void or limit coverage. **We** will not retain any payments until **You** have been fully compensated for any loss sustained under the **Policy**.

**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 4 years after the time required for giving Proof of Loss.

**For residents of ARIZONA:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

**For residents of DISTRICT OF COLUMBIA:**

On the **Policy Cover Page**, the following is added:

**THIS IS A LIMITED BENEFIT POLICY. PLEASE READ CAREFULLY.**

In **SECTION I. GENERAL DEFINITIONS**, the **Domestic Partner** and **Medically Necessary** definitions are replaced by the following:

**Domestic Partner** means an unmarried same or opposite sex adult who resides with **You** and has registered in a state or local domestic partner registry with **You**.

**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. Ordered by a **Physician** and performed under his or her care, supervision or order.

The fact that a **Physician** may prescribe, authorize or direct a service does not of itself make it **Medically Necessary**.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

**For residents of FLORIDA:**

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 21 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 21-day free look, the payment for this **Policy** will be refunded at 90% of the pro-rate unearned premium, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a. or b., above, **Your** premium will be refunded on a pro rata basis.

In **SECTION I. GENERAL DEFINITIONS**, the **Accident**, **Dependent Child(ren)**, **Hospital**, **Pre-Existing Condition**, and **Trip** definitions are replaced by the following:

**Accident** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during the **Covered Trip**.

**Dependent Child(ren)** means **Your** child(ren), including a 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.

**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.

**We** will not deny claims for services provided in a licensed hospital because the facility does not have major surgical facilities and is primarily a rehabilitation hospital, if it is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities.

**Pre-Existing Condition** means a physical or mental condition of **You**, **Your Traveling Companion** or **Your Immediate Family Member** booked to travel with **You** for which medical advice, diagnosis, care or treatment was recommended by or received from a **Physician** 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.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

Routine follow-up care to determine whether a breast cancer has recurred in a person who has been previously determined to be free of breast cancer does not constitute medical advice, diagnosis, care, or treatment for purposes of determining pre-existing conditions unless evidence of breast cancer is found during or as a result of the follow-up care.

**Trip** means a period of travel at least 100 miles from **Your Primary Residence** for a period that does not exceed 30. **Your Trip** must have a defined **Departure Date** and **Return Date**.

In **SECTION II. GENERAL PROVISIONS**, the **ELECTRONIC DELIVERY** provision is added:

**ELECTRONIC DELIVERY:** Unless **You** notify **Us** that **You** are withdrawing **Your** consent, all documents and communications regarding this **Policy** and any notices may be delivered to **You** by electronic mail using the email address associated with **Your** account, except documents required to be delivered by another method. **You** must provide **Us** with any updates to **Your** email address, telephone number and postal address.

In **SECTION II. GENERAL PROVISIONS**, the **CONTACT INFORMATION** provision is added.

**CONTACT INFORMATION:** If **You** need information regarding coverage, have a coverage inquiry or need assistance resolving a complaint arising out of or relating to this coverage, **We** may be reached at 1-866-519-2522.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 5 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** provision is replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 20 days after receipt of acceptable written Proof of Loss. For Emergency Medical Evacuation, and Travel Medical and Dental Expense, all benefits payable under this **Policy** will be paid immediately upon **Our** receipt of due written Proof of Loss.

Any accrued benefits unpaid at **Your** death may, at **Our** option, be paid either to **Your** beneficiary or to **Your** estate. All claims will be paid to **You**. All or a portion of 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.

If **We** and **You** have agreed in writing to the settlement of a claim, **We** will tender payment of a claim according to the terms of the agreement no later than 20 days after such settlement is reached. The tender of payment may be conditioned upon execution by such person of a release mutually agreeable to **Us** and **You**, but if the payment is not tendered within 20 days, or such other date as the agreement may provide, it shall bear interest at a rate of 12% per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to **Us**.

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

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions 7. and 10. are replaced by the following:

7. Participating by **You**, **Your Traveling Companion** or **Your Immediate Family Member** 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, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
10. Participation by **You**, **Your Traveling Companion** or **Your Immediate Family Member** as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;

**For residents of GEORGIA:**

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 14 day free look, the payment for this **Policy** will be refunded on a pro-rata basis provided **You** have not filed a claim or started a **Covered Trip**.

In **SECTION I. GENERAL DEFINITIONS**, the **Domestic Partner** definition is replaced by the following:

**Domestic Partner** means a person of the same or opposite sex, at least 18 years of age, with whom **You** have shared a single residence with evidence of cohabitation for at least the previous 6 continuous months prior to the execution of the affidavit of domestic partnership.

In **SECTION II. MISREPRESENTATION AND FRAUD** provisions are replaced by the following:

**MISREPRESENTATION AND FRAUD:** **Your** coverage shall be denied 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.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **OTHER INSURANCE WITH US** and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**OTHER INSURANCE WITH US:** **You** may be covered under only one (1) travel **Policy** with **Us** for each **Covered Trip**. If **You** are covered under more than one (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. For the selected **Policy** to remain in effect, premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect. The claim will be paid by the **Policy** that is to remain in effect.

**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 nonbinding. **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.

**For residents of HAWAII:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim after receipt of acceptable written Proof of Loss. Claims will be paid within 30 days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

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**.

**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** 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**. Claims will be paid within 30 days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

**For residents of IDAHO:**

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid within 30 days of the date **We** receive **Your** notice to cancel.

After this 14-day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a. or b., above, **Your** premium will be refunded on a pro rata basis.

In **SECTION I. GENERAL DEFINITIONS**, the **Complications of Pregnancy**, **Dependent Child(ren)**, and **Spouse** definitions are replaced by the following:

**Complications of Pregnancy** means conditions requiring **Hospital** confinement (when pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include:

- a. Acute nephritis;
- b. Nephrosis;
- c. Cardiac decompensation;
- d. Missed abortion;
- e. cesarean section delivery;
- f. Ectopic pregnancy which is terminated;
- g. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible;
- h. Puerperal infection;
- i. Eclampsia;
- j. Toxemia; and
- k. Similar medical and surgical conditions of comparable severity.

**Complications of Pregnancy** do not include:

- a. False labor;
- b. Occasional spotting;
- c. **Physician**-prescribed rest during the period of pregnancy;
- d. Morning sickness;
- e. Hyperemesis gravidarum;
- f. Preeclampsia; and
- g. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct **Complication of Pregnancy**.

**Dependent Child(ren)** means **Your** child(ren), including an unmarried child, stepchild, legally adopted child or foster child who is less than age 26 and who is primarily dependent on **You** for support and maintenance.

**Spouse** means any person with whom **You** have a legally valid marriage pursuant to Idaho statutes.



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In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 5 years after the time required for giving Proof of Loss.

In **SECTION II. GENERAL PROVISIONS**, the **CONTACT INFORMATION** provisions is added:

**CONTACT INFORMATION:** **You** may appeal any decision made by the **Company** to the Idaho Department of Insurance by contacting:

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3<sup>rd</sup> Floor  
P.O. Box 83720  
Boise, ID 83720-0043  
1-800-721-3272  
[www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions 2., 7., 8., and 10. are replaced by the following:

2. Commission or the attempt to commit a felony by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, whether insured or not;
7. Participating as a professional 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, unless accompanied by a dive master where depth does not exceed 100 feet; spelunking or caving; or rock climbing;]
8. **Your** participation as a professional in **Adventure Activities**, **Winter Activities** or dangerous activities, except as a spectator.
10. Participation as a professional athlete;

**For residents of KENTUCKY:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, NOTICE OF LOSS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

**For residents of LOUISIANA:**

In **SECTION I. GENERAL DEFINITIONS**, the definition of **Domestic Partner** is deleted.

In **SECTION I. GENERAL DEFINITIONS**, the definitions of **Immediate Family Member** and **Spouse** are replaced by the following:

**Immediate Family Member** means **Your** or **Your Traveling Companion's**:

- a. **Spouse**;
- b. **Dependent Child**;
- c. Siblings;
- d. Parents;
- e. Daughter or son;
- f. Grandparent, step-grandparent, grandchild, or step-grandchild;
- g. Step-child, step-sibling, or step-parent;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew; or
- m. Legal guardian.

**Spouse** means **Your** legal spouse .

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US, MISREPRESENTATION AND FRAUD** and **SUBROGATION** provisions are replaced by the following:

**SUIT AGAINST US:** A person or organization may bring a suit against **Us** including, but not limited to a suit to recover on an agreed settlement or on a final judgment against **You**; but **We** will not be liable for damages that are not payable under the terms of the **Policy** or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by **You**, **Us**, and the claimant or the claimant's legal representative.

**MISREPRESENTATION AND FRAUD:** **Your** coverage shall be cancelled if **You** have concealed or misrepresented any material fact or circumstance concerning the **Policy** with the intent to deceive when applying for coverage. If **You** or someone acting on **Your** behalf, has made fraudulent statements or misrepresentations with the intent to deceive after this **Policy** is issued, coverage will be denied. However, if coverage is denied for this reason, **We** will continue to provide coverage for legitimate claims until the cancellation is effective.

**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 cancel or limit coverage. If coverage is denied for this reason, **We** will continue to provide coverage for legitimate claims until the cancellation is effective. **We** will not retain any payments until **You** have been fully compensated made whole with regard to any claim payable under the **Policy**. **We** will share the legal expenses incurred.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the **When Your Coverage Ends** provision is replaced by the following.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the **Confirmation**. In addition, **Your** coverage will end at 12:01 A.M. local time on the earliest of the following dates:

- a. the day following the date **You** cancel **Your Covered Trip**;
- b. the day following the **Scheduled Return Date** as stated on the travel tickets;
- c. the day following the date **You** return to **Your** origination point if prior to the **Scheduled Return Date**; or
- d. the day following 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 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, NOTICE OF LOSS, SETTLEMENT OF LOSS** and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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 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.

For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages to covered property shall be automatically denied by **Your** inability to provide sufficient proof of loss within the time limits and requirements of this **Policy**. The time limit for

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submission of Proof of Loss will be not less than 180 days. The time limit will not commence as long as a declaration of emergency is in existence and civil authorities are denying **You** access to the property.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us**. 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 nonbinding. **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.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion 4. is replaced by the following:

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; This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the **Loss**.

### For residents of MAINE:

In **SECTION I. GENERAL DEFINITIONS**, the **Actual Cash Value**, **Hospital**, **Injury** or **Injured**, and **Medically Necessary**, and **Sickness** definitions are replaced by the following:

**Actual Cash Value** means replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. For the purpose of this definition, physical depreciation means a value as determined according to standard business practices.

**Hospital** means a facility that:

- a. is licensed to operate as a hospital pursuant to the laws of the jurisdiction in which it operates;
- b. Is primarily and continuously engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed **Physicians**) medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and;
- c. Provides 24 hour nursing service by or under the supervision of a registered nurse;

A **Hospital** does not include:

- a. Convalescent homes or convalescent, rest, or nursing facilities;
- b. Facilities affording primarily custodial, educational, or rehabilitative care;
- c. Facilities for the aged, drug addicts or alcoholics; or
- d. Any military or veteran's hospital, a soldiers' home, or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability for the patient exists for charges made to the individual for the services.

**Injury** or **Injured** means an accidental bodily **Injury** sustained by **You** that is the direct cause of the condition for which benefits are provided by this **Policy** and that occurs while on a **Covered Trip**.

**Medically Necessary** means that a treatment, service or supply is ordered by a **Physician** and performed under his or her care, supervision or order.

**Sickness** means an illness or disease of an **Insured**.

In **SECTION II. GENERAL PROVISIONS**, the **POST JUDGMENT INTEREST** provision is added:

**POST JUDGMENT INTEREST:** Any post judgment interest for a claim brought against **Us** will be paid outside the **Policy** limits and in accordance with Maine law.

In **SECTION II. GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** and **SUBROGATION** provisions are replaced by the following:

**MISREPRESENTATION AND FRAUD:** **Your** coverage shall be cancelled or **Your** claim denied 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 cancel coverage or deny a claim. **We** will not retain any payments until **You** have been made whole with regard to any claim payable under the **Policy**. **We** will pay a pro-rata share of **Your** attorney's fees incurred in obtaining recovery from another source.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the **When Your Coverage Ends** provision is replaced by the following.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the **Confirmation**. In addition, **Your** coverage will end at 12:01 A.M. local time on the earliest of the following dates:

- a. the day following the date **You** cancel **Your Covered Trip**;
- b. the day following the **Scheduled Return Date** as stated on the travel tickets;
- c. the day following the date **You** return to **Your** origination point if prior to the **Scheduled Return Date**; or
- d. the day following 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 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

**Policy Cancellation:** In Maine, **We** may cancel for the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by or with your knowledge in obtaining the **Policy**, continuing the **Policy** or in presenting a claim under the **Policy**;
- c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
- d. Failure to comply with reasonable loss control recommendations; or
- e. Substantial breach of contractual duties, conditions or warranties;

However, it is agreed that **We** will only cancel for non-payment of premiums.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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**

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legal guardian, committee or other qualified representative. Any payment made in good faith will discharge **Our** liability to the extent of the claim.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

**For residents of MARYLAND:**

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the later of: (a) the date **Your Policy** is purchased, or (b) the delivery by physical or electronic mail of **Your Policy's** fulfillment materials. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 14 day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a., above, **Your** premium will be refunded on a pro rata basis.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

**For residents of MICHIGAN:**

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** notice of cancellation within 14-days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 14-day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived.
- d. **Your** death.

In the event of a. or b., above, **Your** premium will be refunded on a pro rata basis.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 6 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, NOTICE OF CLAIM, SETTLEMENT OF LOSS** and **DISAGREEMENT OVER THE AMOUNT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 60 days after receipt of acceptable written Proof of Loss.

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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.

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, or to **Our** authorized designee at the following address: See Confirmation of insurance. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

**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. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 60 days after acceptable proof of the damage and/or destruction is presented to **Us** 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 **Actual Cash Value** or amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. If **You** and **We** make a written demand for appraisal, **You** and **We** will each select **Our** own competent independent appraiser and notify the other of the appraiser's identity within 20 days after receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, **You** or **We** may ask a judge of the circuit court for the county in which the **Loss** occurred or in which the property is located to select an umpire. The appraisers will then set the amount of the **Loss** and **Actual Cash Value** as to each item. If the appraisers submit a written report of an agreement to **Us**, the amount agreed upon will be the amount of the **Loss**. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of the **Loss**. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the other expenses of the appraisal and the compensation for the umpire.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions 4., 16., 17. are replaced by the following:

4. Claims resulting from expenses incurred and as a result of being under the influence of drugs or substances, during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity, that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to other person(s) listed as **Insureds** on this **Policy**, who are not convicted of the criminal act that resulted in loss;
16. War, (whether declared or not) or acts of war;
17. Being under the influence of intoxicants while driving or during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to other person(s) listed as insureds on the **Policy**, who are not convicted of the criminal act that resulted in loss;

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions 2 and 14. are deleted.



**For residents of MISSISSIPPI:**

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

**For residents of NEBRASKA:**

In **SECTION II. GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** and **SUBROGATION** provisions are replaced by the following:

**MISREPRESENTATION AND FRAUD:** No misrepresentations or warranty made by **You** or on **Your** behalf in the negotiation or application of this **Policy** will defeat or void the **Policy** or affect Our obligation under the **Policy** unless such misrepresentation or warranty:

- a. was material;
- b. was made knowingly with the intent to deceive;
- c. was relied and acted upon by **Us**; and
- d. deceived **Us** to its injury.

The breach of warranty or condition in this **Policy** will not void the **Policy** or allow **Us** to avoid liability unless such breach exists at the time of loss and contributes to the loss.

**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 and fully compensated with regard to any claim payable under the **Policy**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS**, **NOTICE OF CLAIM**, and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** Within 15 days after receipt of settlement information or a properly executed Proof of Loss, **We** will advise **You** of the acceptance or denial of the claim. If more time is needed, **We** will notify **You** within 15 days after receipt of settlement information or properly executed Proof of Loss stating the reason more time is needed. If more time is still needed, **We** will notify **You** within 30 days from the initial notification and every 30 days thereafter. **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.

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



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**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, or to **Our** authorized designee at the following address: See Confirmation of Insurance. **We** will acknowledge receipt of the notice of claim within 15 days unless such claim is paid within that time period.

**SETTLEMENT OF LOSS:** Within 15 days after receipt of settlement information or a properly executed Proof of Loss, **We** will advise **You** of the acceptance or denial of the claim. If more time is needed, **We** will notify **You** within 15 days after receipt of settlement information or properly executed Proof of Loss stating the reason more time is needed. If more time is still needed, **We** will notify **You** within 30 days from the initial notification and every 30 days thereafter. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **Us**. 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**.

**For residents of NEVADA:**

In **SECTION I. GENERAL DEFINITIONS**, the **Domestic Partner** definition is replaced by the following:

**Domestic Partner** means a person who has registered a valid domestic partnership and has not terminated that domestic partnership. To be eligible to register a domestic partnership, two persons must furnish proof satisfactory to the Nevada Secretary of State that:

- a. both persons have a common residence;
- b. neither person is married or a member of another domestic partnership;
- c. the two persons are not related by blood in a way that would prevent them from being married to each other in Nevada;
- d. both persons are at least 18 years of age; and
- e. both persons are competent to consent to the domestic partnership.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim immediately 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion 4. is deleted.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions 2. and 17. are replaced by the following.

- 2. Commission or the attempt to commit a criminal act by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, whether insured or not. This exclusion will not apply to deny payment to a victim of domestic violence, or an innocent coinsured who is not convicted of the criminal act that resulted in loss;

17. **Your** active participation in **Civil Disorder** or riot or Your active participation in a felony for which **You** are convicted in a court of law;

**For residents of NEW JERSEY:**

In **SECTION I. GENERAL DEFINITIONS**, the **Civil Union** definition is added:

**Civil Union** is a legally recognized union of two individuals of the same sex.

In **SECTION I. GENERAL DEFINITIONS**, the **Dependent Child(ren)**, **Domestic Partner**, **Immediate Family Member**, and **Spouse** definitions are replaced by the following:

**Dependent Child(ren)** means **Your** child(ren) and the child(ren) of **Your Civil Union** partner, 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 partnership which shall be established in New Jersey when:

- a. both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  1. a joint deed, mortgage agreement or lease;
  2. a joint bank account;
  3. designation of one of the persons as a primary beneficiary in the other person's will;
  4. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  5. joint ownership of a motor vehicle;
- b. both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- c. neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- d. neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- e. both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition; both persons have chosen to share each other's lives in a committed relationship of mutual caring;
- f. both persons are at least 18 years of age;
- g. both persons file jointly an Affidavit of Domestic Partnership; and
- h. neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with New Jersey requirements.

**Immediate Family Member** means **Your** or **Your Traveling Companion's**:

- a. **Spouse, Civil Union** partner or **Domestic Partner**;
- b. **Dependent Child**;
- c. Siblings;
- d. Parents;
- e. Daughter or son;
- f. Grandparent, step-grandparent, grandchild, or step-grandchild;
- g. Step-child, step-sibling, or step-parent;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew; or

m. Legal guardian.

**Spouse** means **Your** legal spouse, **Civil Union** partner, or **Domestic Partner**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

**For residents of NEW MEXICO:**

In **SECTION I. GENERAL DEFINITIONS**, the **Physician** definition is replaced by the following:

**Physician** means a licensed practitioner of the healing arts 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 an **Immediate Family Member**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 45 days 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 45 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.

**For residents of NORTH CAROLINA:**

In **SECTION I. GENERAL DEFINITIONS**, the definition of **Hospital** is replaced by the following:

**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.

**Hospital** also includes a tax-supported institution, even if the facility does not have an operating room and related equipment for the performance of surgery.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** and **SUBROGATION** provisions are replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

**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**.

The right to Subrogation does not apply to Travel Medical and Dental Expense, and Emergency Medical Evacuation coverage.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PROOF OF LOSS** provision is replaced by the following:

**PROOF OF LOSS for Travel Medical And Dental Expense, and Emergency Medical Evacuation:** The claimant (either **You** or someone acting for **You**) must send **Us** or **Our** authorized designee Proof of Loss within 180 days after a covered **Loss** occurs or as soon as reasonably possible. This must be a detailed, written statement.

**PROOF OF LOSS for all other coverages:** 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.

**For residents of NORTH DAKOTA:**

In **SECTION I. GENERAL DEFINITIONS**, the **Pre-Existing Condition** definition is replaced by the following:

**Pre-Existing Condition** means a disease or physical condition of **You**, **Your Traveling Companion** or **Your Immediate Family Member**, booked to travel with **You** for which medical advice, diagnosis, care or treatment was recommended or received from a **Physician** within the 180-day period ending on the **Effective Date**.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the **When Your Coverage Ends** provision is replaced by the following.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the **Confirmation**. In addition, **Your** coverage will end at 12:01 A.M. local time on the earliest of the following dates:

- a. the day following the date **You** cancel **Your Covered Trip**;
- b. the day following the **Scheduled Return Date** as stated on the travel tickets;
- c. the day following the date **You** return to **Your** origination point if prior to the **Scheduled Return Date**; or
- d. the day following 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 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS**, **NOTICE OF CLAIM** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim after receipt of acceptable written Proof of Loss. Prejudgment interest assessed as a result of a legal action brought against **Us** will be paid outside the **Policy** limits.

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.

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, or to **Our** authorized designee at the following address: See Confirmation of Insurance. Failure to give notice within such time does not invalidate nor reduce any claim if it was not reasonably possible to give notice during that time, and notice was given as soon as reasonably possible.

**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** 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**. Prejudgment interest assessed as a result of a legal action brought against **Us** will be paid outside the **Policy** limits.

**For residents of OHIO:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**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**

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legal guardian, committee or other qualified representative. Any payment made in good faith will discharge **Our** liability to the extent of the claim.

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

**We** will pay any portion of a claim that is not in dispute within 10 days after receipt of Proof of Loss if the amount of the claim is determined, unless the settlement involves a structured settlement, action by a probate court, or other extraordinary circumstances as documented in the claim file.

**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** 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**.

**We** will pay any portion of a claim that is not in dispute within 10 days after receipt of Proof of Loss if the amount of the claim is determined, unless the settlement involves a structured settlement, action by a probate court, or other extraordinary circumstances as documented in the claim file.

**For residents of OKLAHOMA:**

On the **Policy Cover Page**, the following is added:

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the later of: (a) the date **Your Policy** is purchased, or (b) the delivery of **Your Policy's** fulfillment material. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 14 day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a. or b., above, **Your** premium will be refunded on a pro rata basis.

In **SECTION II. GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** provision is replaced by the following:

**MISREPRESENTATION AND FRAUD:** **Your** coverage shall be voidable 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.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the **When Your Coverage Ends** provision is replaced by the following.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the **Confirmation**. In addition, **Your** coverage will end at 12:01 A.M. local time on the earliest of the following dates:

- a. the day following the date **You** cancel **Your Covered Trip**;
- b. the day following the **Scheduled Return Date** as stated on the travel tickets;
- c. the day following the date **You** return to **Your** origination point if prior to the **Scheduled Return Date**; or



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- d. the day following 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 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim after receipt of acceptable written Proof of Loss. **We** will advise **You** within 60 days of the acceptance or denial of the claim or if further investigation is needed. If **We** deny **Your** claim, **We** will notify **You**, in writing, the reason for the denial. An additional 20 days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

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.

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

**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** 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**. **We** will advise **You** within 60 days of the acceptance or denial of the claim or if further investigation is needed. If **We** deny **Your** claim, **We** will notify **You**, in writing, the reason for the denial. An additional 20 days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the Actual Cash Value or 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 and disinterested appraiser and notify the other of the appraiser selected within 20 days of the demand. The appraisers will first select a competent and disinterested umpire; and failing for 15 days to agree upon such umpire, then, on **Your** or **Our** request, after notice of hearing to the non requesting party by certified mail, such umpire will be selected by a judge of a district court in the county where the loss occurred. The appraisers will then appraise the loss, stating separately actual cash value and loss to each item, and, failing to agree, shall submit their differences, only, to the umpire.. Any figure agreed to by two of the three (the appraisers and the umpire) will determine the amount of Actual Cash Value and loss. **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.

**For residents of RHODE ISLAND:**

On the **Policy Cover Page**, the following is added:

The **Policy** is primary of all other valid and collectible insurance or indemnity.

In **SECTION I. GENERAL DEFINITIONS**, the **Hospital** and **Pre-Existing Condition** definitions are replaced by the following:

**Hospital** means an institution that:

- a. Is operated pursuant to law and, with respect to insurers permitted to contract with hospitals, be a contracting hospital;
- b. Is primarily and continuously engaged in providing or operating on its premises or in facilities available to the hospital on a pre-arranged basis and under the supervision of a staff of duly licensed **Physicians**, medical, diagnostic and

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major surgical facilities for the care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and;

- c. Provides 24 hour nursing service by or under the supervision of registered graduate professional nurses (R.N.'s).

A **Hospital** does not include:

- a. A convalescent home, convalescent, rest or nursing facility; or
- b. A facility primarily affording custodial, educational or rehabilitative care; or
- c. A facility for the aged, drug addicts, or alcoholics; or
- d. Any military or veteran's hospital or soldiers' home or any hospital contracted for or operated by any national government or agency thereof for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability exists for charges made to the individual for such services.

**Pre-Existing Condition** means the existence of symptoms of **You, Your Traveling Companion** or **Your Immediate Family Member**, booked to travel with **You** which would cause an ordinarily prudent person to seek diagnosis, care or treatment or for which medical advice or treatment was recommended by a **Physician** or received from a **Physician** within the 180 day period ending on the **Effective Date**.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, NOTICE OF CLAIM, SETTLEMENT OF LOSS** and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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, or to **Our** authorized designee at the following address: See Confirmation of Insurance. Failure to give notice within such time does not invalidate nor reduce any claim if it was not reasonably possible to give notice during that time, and notice was given as soon as reasonably possible.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** 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 determine the amount of the **Loss**. **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.



**For residents of SOUTH CAROLINA:**

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 14 day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **Your** death.

In the event of a. above, **Your** premium will be refunded on a pro rata basis.

In **SECTION I. GENERAL DEFINITIONS**, the **Pre-Existing Condition** definition is replaced by the following:

**Pre-Existing Condition** means any **Accidental Injury, Sickness** or condition of **You, Your Traveling Companion** or **Your Immediate Family Member**, booked to travel with **You** for which an ordinarily prudent person would seek diagnose, care or treatment from a **Physician** or for which medical advice, diagnosis, care or treatment was recommended by or received from a **Physician** 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.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

In **SECTION II. GENERAL PROVISIONS**, the **CONTACT INFORMATION** provision is added.

**CONTACT INFORMATION:** Should **You** need to contact **Us**, **You** can contact us at the address on the first page of this **Policy** or by calling **Us** at 1-866-519-2522.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** and **CONTROLLING LAW** provisions are replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

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

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PHYSICAL EXAMINATION AND AUTOPSY** provision is replaced by the following:

**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, which must be performed in South Carolina, in the case of death, unless the law forbids it. **We** will pay the cost of the examination or autopsy.

### **For residents of SOUTH DAKOTA:**

In **SECTION I. GENERAL DEFINITIONS**, the definitions of **Domestic Partner** and **Physician** are replaced by the following:

**Domestic Partner** means, where permitted by law, 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**.

**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 an **Immediate Family Member**. If no other **Physician** is available, the treating Physician may be an **Immediate Family Member**.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 6 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **DISAGREEMENT OVER AMOUNT OF LOSS** provision is replaced by the following:

**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 pursue an appraisal if mutually-agreed upon by both **You** and **We**. **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. The results of the appraisers and/or the arbitrator shall be non-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.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion 2 is replaced by the following:

2. Commission of a felony by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, whether insured or not;

**For residents of TEXAS:**

On the **Policy Cover Page**, the following is added:

The **Policy** is primary of all other valid and collectible insurance or indemnity.

On the **Policy Cover Page**, the **FREE LOOK** provision is replaced by the following:

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 15 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid.

After this 15 day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- In the event of a. above, **Your** premium will be refunded on a pro rata basis.

In **SECTION I. GENERAL DEFINITIONS**, the definition of **Business Day** is added:

**Business Day** means all days except Saturday, Sunday, or holidays recognized by the state of Texas.

In **SECTION II. GENERAL PROVISIONS**, the **ELECTED OFFICIALS** provision is added:

**ELECTED OFFICIALS:** **We** may not cancel **Your** coverage solely because **You** are an elected official.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** and **MISREPRESENTATION AND FRAUD** provisions are replaced by the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against **Us** unless there has been full compliance with the terms of the **Policy** and the action has been brought within 3 years from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of **Our** contractual duties as alleged in the action. .

**MISREPRESENTATION AND FRAUD:** To the extent permitted by Texas Insurance Code sections 705.003 and 705.004, **Your** coverage shall be void if, whether before or after a **Loss**, **You** have concealed or misrepresented any material fact

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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.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, PROOF OF LOSS, NOTICE OF CLAIM, NOTICE OF LOSS, SETTLEMENT OF LOSS**, and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** Benefits will be paid within 5 **Business Days** after the date **We** notify **You** that a claim is to be paid. If **Our** payment of such claim is conditioned on **Your** performance of an act requested by **Us**, **We** will pay the claim no later than the 5<sup>th</sup> **Business Day** after the date **You** perform such act.

Except as otherwise provided, if **We** delay payment of a claim for more than 60 **Business Days** following receipt of all required Proof of Loss, **We** will pay the amount of the claim plus 18% interest per year along with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

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.

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

**PROOF OF LOSS:** The claimant (either **You** or someone acting for **You**) must send **Us** or **Our** authorized designee Proof of Loss within 91 days after **We** request Proof of Loss or as soon as reasonably possible. This must be a detailed, written statement.

**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, or to **Our** authorized designee at the following address: Claim Benefit Services, See Confirmation of Insurance.

Within 15 days after **We** receive notice of a claim, **We** will:

- a. acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, **We** will make a record of the date, means, and content of the acknowledgement.)
- b. commence any investigation of the claim; and
- c. request from **You** all items, statements, and forms that we reasonably believe, at that time, will be required from **You**. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

**We** will notify **You** in writing of the acceptance or rejection of a claim no later than 15 **Business Days** after **We** receive all Proof of Loss required by **Us**. If **We** reject the claim, **We** will tell **You** the reasons for the rejection. If **We** are unable to accept or reject the claim within 15 **Business Days** after **We** receive all Proof of Loss required, **We** will notify **You** within the 15 **Business-Day** period and tell **You** why **We** need additional time to investigate the claim. If **We** require additional time to investigate **Your** claim, **We** will notify **You** if we accept or reject the claim no later than 45 days after **We** request additional time to investigate the claim.

**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 written notice as soon as reasonably possible 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, or as soon as reasonably possible, in the event of robbery or theft and provide **Us** with a copy of any police report.

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**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 5 **Business Days** after acceptable proof of the damage and/or destruction is presented to **Us** 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. Within 20 days 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 within 20 days after all parties are notified of their disagreement. 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.

## ***NOTICE TO TEXAS POLICYHOLDER***

### **COMPLAINT PROCEDURES**

#### **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

#### **Starr Indemnity & Liability Company**

To get information or file a complaint with your insurance company or HMO:

**Call: Starr Indemnity & Liability Company**

**Toll-Free: 1-866-519-2522**

Email: [CustomerService@starrcompanies.com](mailto:CustomerService@starrcompanies.com)

Mail: Attn Legal Department, 399 Park Avenue, New York, NY 10022

#### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

### **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

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### **Starr Indemnity & Liability Company**

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Starr Indemnity & Liability Company**

**Teléfono gratuito: 1-866-519-2522**

Correo electrónico: [CustomerService@starrcompanies.com](mailto:CustomerService@starrcompanies.com)

Dirección postal: Attn: Legal Department, 399 Park Avenue, New York, New York 10022

### **El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

**For residents of UTAH:**

In **SECTION I. GENERAL DEFINITIONS**, the **Accident**, **Complications of Pregnancy**, **Dependent Child(ren)**, **Hospital**, **Injury or Injured**, **Medically Necessary**, and **Pre-Existing Condition** definitions are replaced by the following:

**Accident** means a sudden, unexpected, 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.

**Complications of Pregnancy** means diseases or conditions the diagnosis of which are distinct from pregnancy but are adversely affected by pregnancy and are not associated with a normal pregnancy. These conditions include:

- a. Acute nephritis;
- b. Nephrosis;
- c. Cardiac decompensation;
- d. Puerperal infection;
- e. Eclampsia and pre-eclampsia;
- f. Ectopic pregnancy which is terminated;
- g. Spontaneous termination of pregnancy when a viable birth is not possible; and
- h. Toxemia.

**Complications of Pregnancy** do not include:

- a. False labor;
- b. Occasional spotting;
- c. **Physician**-prescribed rest during the period of pregnancy;
- d. Morning sickness; and
- e. Conditions of comparable severity associated with the management of a difficult pregnancy.

**Dependent Child(ren)** means **Your** child(ren), including an unmarried child, stepchild, legally adopted child or foster child who is less than age 26.

**Hospital** means a facility that is licensed and operating within the scope of such license.

**Injury or Injured** means an accidental bodily **Injury** that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other causes and that occurs while this **Policy is** in force.

**Medically Necessary** means:

- a. health care services or products that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing or treating a **Sickness, Injury**, disease or its symptoms in a manner that is:
  - i. in accordance with generally accepted standards of medical practice in the United States;
  - ii. clinically appropriate in terms of type, frequency, extent, site, and duration;
  - iii. not primarily for the convenience of the patient, **Physician**, or other health care provider; and
  - iv. covered under the contract;
- b. when a medical question-of-fact exists, medical necessity shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective.
  - i. For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence.
  - ii. For established interventions, the effectiveness shall be based on: (1) scientific evidence; (2) professional standards; and (3) expert opinion.

**Pre-Existing Condition** means any **Accidental Injury, Sickness** or condition of **You, Your Traveling Companion or Your Immediate Family Member**, booked to travel with **You** for which symptoms existed which would cause an ordinarily prudent person to seek diagnosis, care or treatment was recommended or received within the 180 day period ending on the **Effective Date. Sicknesses** or a condition for which medical advice or treatment was recommended by or received from a **Physician**.

Coverage will be provided for a **Pre-Existing Condition** after the **Policy** has been in effect for 180 days.



In **SECTION II. GENERAL PROVISIONS, SUIT AGAINST US, SUBROGATION** and **INSURANCE WITH OTHER INSURERS** provisions are replaced by the following:

**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 3 years after the time required for giving Proof of Loss.

**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 fully compensated and made whole with regard to any claim payable under the **Policy**.

**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. The provision does not apply to any expenses incurred as a result of an **Accident**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, NOTICE OF CLAIM, PROOF OF LOSS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days 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.

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, or to **Our** authorized designee at the following address: See Confirmation of Insurance. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within such time and notice of claim is provided as soon as reasonably possible.

**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. Failure to give notice or file proof of loss as required herein does not bar recovery under the **Policy** if **We** fail to show **We** were prejudiced by the failure.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property

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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**.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions 4., 17., and 22., are replaced by the following:

4. Being intoxicated as determined according to the laws of the jurisdiction in which the loss occurs if such intoxication substantially caused or contributed to the **Loss**, or being under the influence of drugs or narcotics, unless prescribed by a **Physician** and taken in accordance with the **Physician's** recommendations;
17. **Your** voluntary participation in **Civil Disorder**, riot or a felony;
22. Directly, 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;

**For residents of VERMONT:**

The following are added to the face page of the policy:

**THIS POLICY MAY EXCLUDE COVERAGE FOR BODILY CONTACT SPORTS AND/OR ADVENTURE ACTIVITIES. PLEASE REFER TO SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS FOR DETAILS.**

**THIS POLICY DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE.**

In **SECTION I. GENERAL DEFINITIONS**, the definitions of **Accident**, **Covered Expenses**, **Dependent Child(ren)**, **Injury** or **Injured**, **Pre-Existing Condition**, **Reasonable and Customary / Reasonable and Customary Charges**, **Sickness**, and **Terrorist Incident** are replaced with the following:

**Accident** means an unintended and 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.

**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 Necessary 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.

**Dependent Child(ren)** means **Your** child(ren), including a child, stepchild, legally adopted child or foster child who is:

- a. Less than age 19 or at least age 19 but less than age 26 and regularly attends an accredited school or college; and
- b. Who is primarily dependent on **You** for support and maintenance.

**Injury** or **Injured** means mental harm or bodily **Injury** caused by an **Accident** occurring while **Your** coverage under this **Policy** is in force. The **Injury** must be verified by a **Physician**.

**Pre-Existing Condition** means any **Accidental Injury**, **Sickness** or condition of **You**, **Your Traveling Companion** or **Your Immediate Family Member** booked to travel with **You** for which medical advice or treatment was recommended by or received from a **Physician** 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.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

**STARR INDEMNITY & LIABILITY COMPANY**

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

**Reasonable and Necessary / Reasonable and Necessary 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 Necessary Charges** exceed the actual amount charged.

**Sickness** means an illness or disease diagnosed or treated by a **Physician** after **Your Effective Date** under this **Policy**.

**Terrorist Incident** means an act of violence, or that is committed by any person acting on behalf of, or in connection with, any organization which is classified as a Foreign Terrorist Organization by the U.S. Department of State. The following are not considered **Terrorist Incidents**: an act of war (declared or undeclared), **Civil Disorder**, or riot. Not all acts of violence, even when committed by known terrorist organizations, are considered **Terrorist Incidents** for the purpose of this definition. Any act of violence will only be declared a **Terrorist Incident** if/when the US Department of State declares it so.

In **SECTION II. GENERAL PROVISIONS**, the **MISREPRESENTATION AND FRAUD** and **CONTROLLING LAW** provisions are replaced with the following:

**MISREPRESENTATION AND FRAUD:** **Your** coverage shall be void if, in applying for coverage, **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. For fraud or misrepresentation in the presentation of a claim, the claim may be denied and **Your Policy** may be cancelled.

**CONTROLLING LAW:** Any part of the **Policy** that is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of the **Policy**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, NOTICE OF CLAIM, PROOF OF LOSS, PHYSICAL EXAMINATION AND AUTOPSY, NOTICE OF LOSS, SETTLEMENT OF LOSS**, and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced with the following:

**PAYMENT OF CLAIMS:** Within 10 working days after a settlement has been agreed upon, **We** or **Our** authorized designee will pay a claim.

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.

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 practicable. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the address provided in the confirmation of insurance. **We** will notify **You** of the acceptance or rejection of the claim within 15 working days after **We** have received all documentation and materials for the claim.

**STARR INDEMNITY & LIABILITY COMPANY**

**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 practicable. This must be a detailed, written statement.

**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 or religious belief forbids it. **We** will pay the cost of the examination or autopsy.

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

- a. Notify **Us** or **Our Administrator** as soon as practicable;
- 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** and **We** have determined that the claim is covered. Claims for lost property will be paid within 10 working days after a settlement has been agreed upon 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 request for an appraisal. After the request, **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.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions 2., 4., 7., 14., 15., and 23. are replaced with the following:

2. **Your** commission of a felony or engagement in a criminal act, for which **You** are convicted or found guilty by a court of law;
4. Claims resulting from expenses incurred and as a result of being under the influence of illegal drugs or narcotics or legal drugs illegally used;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any organized race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane committed by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, whether or not insured;
15. Any medical expense or treatment cost occurring during a **Trip** booked or taken for the purpose of securing medical treatment if such expense or treatment is related to that medical treatment;
23. **Pandemic** or **Epidemic** if declared prior to the **Scheduled Departure Date**.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion 5. is deleted.

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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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**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** and **We** have determined that the claim is covered. Claims for lost property will be paid within 10 working days after a settlement has been agreed upon 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 request for an appraisal. After the request, **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.

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2. **Your** commission of a felony or engagement in a criminal act, for which **You** are convicted or found guilty by a court of law;
4. Claims resulting from expenses incurred and as a result of being under the influence of illegal drugs or narcotics or legal drugs illegally used;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any organized race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane committed by **You, Your Traveling Companion** or **Your Immediate Family Member**, whether or not insured;
15. Any medical expense or treatment cost occurring during a **Trip** booked or taken for the purpose of securing medical treatment if such expense or treatment is related to that medical treatment;
23. **Pandemic** or **Epidemic** if declared prior to the **Scheduled Departure Date**.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion 5. is deleted.

**For residents of WEST VIRGINIA:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 15 working days following the date **You** and **We** reach an agreement on the amount 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.

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

**STARR INDEMNITY & LIABILITY COMPANY**

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 15 working days following the date **You** and **We** reach an agreement on the amount of loss. 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**.

**For residents of WISCONSIN:**

In **SECTION II. GENERAL PROVISIONS**, the **SUBROGATION** provision is replaced by the following:

**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 and fully compensated with regard to any claim payable under the **Policy**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS, SETTLEMENT OF LOSS**, and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 30 days of 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 30 days of acceptable proof of the damage and/or destruction is presented to **Us** 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 **Actual Cash Value** or 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 and disinterested appraiser within 20 days of the demand. The appraisers will first select a competent and disinterested umpire. If the appraisers are unable to agree upon an umpire for 15 days, **You** or **We** can request that the umpire be selected by a judge of a court of record in the state in which the property is located. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Actual Cash Value** or **Loss**. If they do not agree, they will submit their differences to the umpire. An award in writing of any two of the three (the appraisers and the umpire) will determine the amount of the **Actual Cash Value** or **Loss**. **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.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the following is added to **NOTICE OF CLAIM, PROOF OF LOSS, AND NOTICE OF LOSS**:

Failure to give any notice required by this **Policy** within the time specified will not invalidate nor reduce the claim if **You** can show that it was not reasonably possible to file it within the time period and that notice was given as soon as reasonably possible; provided, notice was furnished within 1 year after the time it was required.



**STARR INDEMNITY & LIABILITY COMPANY**

**RESIDENTS OF WISCONSON  
NOTICE TO POLICYHOLDERS**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent directly to resolve your problem.

**STARR INDEMNITY & LIABILITY COMPANY**

**Administrative Office**

**399 Park Avenue, 2<sup>nd</sup> Floor**

**New York, NY 10022**

**866-519-2522**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873

Madison, WI 53707-7873

1-800-236-8517

608-266-0103

**For residents of WYOMING:**

In **SECTION II GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is replaced by the following:

**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 4 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **SETTLEMENT OF LOSS** provisions are replaced by the following:

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim within 45 days 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.

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

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid within 45 days after acceptable proof of the damage and/or destruction is presented to **Us** 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**.