

**STARR INDEMNITY & 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 Insured</b>                                                                                                                                                                                                                                 |
| Trip Cancellation                       | Up to 100% of Trip Cost Insured:<br>Maximum Trip Cost: \$10,000<br>Maximum Benefit Amount: \$10,000<br>Maximum Trip Length: 30 Days                                                                                                                |
| Trip Cancellation for any reason (CFAR) | 75% of Trip Cost Insured:<br>Maximum Trip Cost: \$10,000<br>Maximum Benefit Amount Up to \$7,500<br>Included when conditions are met, see policy for details.                                                                                      |
| Trip Interruption                       | Up to 100% of Trip Cost<br>Maximum Trip Cost: \$10,000<br>Maximum Benefit Amount: \$10,000                                                                                                                                                         |
| Trip Delay                              | Minimum 12 hours delay<br>Maximum of \$500<br>Daily Limit: \$100                                                                                                                                                                                   |
| Baggage Delay                           | Minimum 24 hours delay<br>Maximum \$200<br>Daily Limit of \$100<br>Primary Coverage                                                                                                                                                                |
| Baggage and Personal Effects            | Up to \$500 per <b>Covered Trip</b><br>Deductible: \$0.00<br>Per Article Limit: Up to \$100<br>Combined Aggregate Limit: 50% of Baggage and Personal Effects benefit; see list of specialty items under Section IV. Coverages.<br>Primary Coverage |
| <b>LT PC SOB31 07/24</b>                |                                                                                                                                                                                                                                                    |
|                                         |                                                                                                                                                                                                                                                    |

| <b>BENEFITS</b>                                   | <b>MAXIMUM BENEFIT LIMITS</b>                                                               |
|---------------------------------------------------|---------------------------------------------------------------------------------------------|
|                                                   | <b>Per Insured</b>                                                                          |
| Travel Medical Expense                            | \$15,000<br>Deductible: \$250<br>Dental Expense Only: Up to \$250<br>Primary Coverage       |
| Emergency Medical Evacuation                      | \$100,000<br><br>3 Days Hospitalized to trigger additional benefits, see policy for details |
| Accidental Death & Dismemberment - Common Carrier | Principal Sum: \$20,000                                                                     |

STARR INDEMNITY & LIABILITY COMPANY

|                          |                                                  |
|--------------------------|--------------------------------------------------|
|                          |                                                  |
| <b>Optional Upgrade</b>  | <b>See Confirmation of Coverage</b>              |
| Travel Medical Expense   | \$50,000 Additional Coverage<br>Primary Coverage |
| <b>LT AH SOB31 07/24</b> |                                                  |

**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 circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived. **Your** premium is refunded on a pro rata basis; or
- b. **Your** death. **We** will refund **Your** premium paid.

### TABLE OF CONTENTS

#### SECTION I - GENERAL DEFINITIONS

#### SECTION II - GENERAL PROVISIONS

#### SECTION III - ELIGIBILITY AND PERIOD OF COVERAGE

#### SECTION IV - COVERAGES

#### SECTION V - CLAIMS PROCEDURES AND PAYMENT

#### SECTION VI - GENERAL LIMITATIONS AND EXCLUSIONS

### SECTION I. GENERAL DEFINITIONS

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

**Accidental Injury** means bodily injury caused by an **Accident**, 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.

Coverage applies to the items that are owned by **You**, or by the business, or rented for use on the **Covered Trip**.

**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**.

**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.

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

**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.

**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: **Prepaid Land/Sea/Air Arrangements** and shall include flight connections to join or depart such **Land/Sea/Air Arrangements** provided such flights are scheduled to commence within one (1) day of the **Land/Sea/Air Arrangements**, and 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 shown on the Schedule of Benefits. The **Covered Trip** must start from **Your Primary Residence** or **Your Secondary Residence**.

**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 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**.

**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:

**STARR INDEMNITY & LIABILITY COMPANY**

- 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.

**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.

**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.

**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.

**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**, **Your Immediate Family Member**, or **Pet** 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** to a **Travel Supplier** 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**.

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

**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.

**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**, resort, per kennel with a confirmed arrival date and a confirmed **Departure Date** made through the **Travel Supplier, 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**.

**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**. This includes such equipment that is used by **You** on **Your Covered Trip** whether owned, borrowed or rented.

**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**.

**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**.

**Trip** means a period of travel at least 100 miles from **Your Primary** or **Secondary Residence** for a trip duration as shown in the Schedule of Benefits. **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 Schedule of Benefits provided by **Your Travel Supplier**.

**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.

**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.

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

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**SUIT AGAINST US:** No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 3 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**.

**CONFORMITY WITH MONTANA STATUTES:** The provisions of this **Policy** conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which **You** reside on or after the effective date of this **Policy**.

**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:

- 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**.
- 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.
- 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:

- the date **You** cancel **Your Covered Trip**;
- the **Scheduled Return Date** as stated on the travel tickets;
- the date **You** return to **Your** origination point if prior to the **Scheduled Return Date**; or
- 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 and Trip Cancellation for Any Reason 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.**

##### 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;

## STARR INDEMNITY & LIABILITY COMPANY

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;
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, subject to the **Deductible**, 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;

## STARR INDEMNITY & LIABILITY COMPANY

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;
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.

## 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**

## STARR INDEMNITY & LIABILITY COMPANY

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 **You** 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.
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;

## STARR INDEMNITY & LIABILITY COMPANY

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 **Your** 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



## STARR INDEMNITY & LIABILITY COMPANY

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**:

## STARR INDEMNITY & LIABILITY COMPANY

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 **You** 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 30 miles 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**.

**We** will pay or deny a claim within 30 days after receipt of Proof of Loss unless **We** make a reasonable request for additional information or documents in order to evaluate the claim. If **We** make a reasonable request for additional information or documents, **We** will pay or deny the claim within 60 days of receiving the Proof of Loss unless **We** have notified **You**, **Your** assignee, or the claimant of the reasons for failure to pay the claim in full or unless **We** have a reasonable belief that insurance fraud has been committed and **We** have reported the possible insurance fraud to the commissioner. This does not eliminate **Our** right to conduct a thorough investigation of all the facts necessary to determine payment of a claim.

**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 address provided in the 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. Commission or the attempt to commit a criminal act by **You, Your Traveling Companion or Your Immediate Family Member**, whether insured or not;
2. Dental treatment except as a result of an **Accidental Injury** to sound natural teeth or emergency dental treatment for relief of pain;
3. 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;
4. Mental or emotional disorders, unless **Hospitalized** at the time of **Loss** as a result thereof;
5. Any non-**Emergency Treatment** or surgery, routine physical examinations, hearing aids, eyeglasses or contact lenses;
6. 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;
7. **Your** participation as a professional in **Adventure Activities** or dangerous activities, except as a spectator;
8. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
9. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. 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;
12. 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;
13. Traveling for the purpose of securing medical treatment;
14. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
15. **Your** participation in **Civil Disorder**, riot or a felony;
16. **Accidental Injury** or **Covered Sickness** when traveling against the advice of a **Physician**;
17. Care or treatment that is not **Medically Necessary**;
18. Services not shown as covered; and expenses not approved by **Our Assistance Company** in advance;
19. 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;
20. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, gas, matter or contamination or
21. **Pandemic or Epidemic**.

STARR INDEMNITY & LIABILITY COMPANY

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



Nehemiah E. Ginsburg,  
General Counsel and Secretary



Steve Blakey,  
President and Chief Executive Officer

**TRAVEL INSURANCE POLICY**  
**SAFE TRAVEL 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 period, the premium is non-refundable.

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. **Your** premium is refunded on a pro rata basis; or
- b. **Your** death. **We** will refund **Your** premium paid.

**TABLE OF CONTENTS**

**SECTION I - GENERAL DEFINITIONS**

**SECTION II - GENERAL PROVISIONS**

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

**SECTION IV - COVERAGES**

**SECTION V - CLAIMS PROCEDURES AND PAYMENT**

**SECTION VI - GENERAL LIMITATIONS AND EXCLUSIONS**

**SECTION I. GENERAL DEFINITIONS**

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

**Accidental Injury** means bodily injury caused by an **Accident**, 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 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.

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

**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.

**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 necessary services, supplies, care or treatment as determined by **Your Physician**;
- b. Due to a **Covered Sickness** or **Accidental Injury**;
- c. Prescribed, performed or ordered by a **Physician**;
- d. Incurred while insured under the **Policy**; and
- e. 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: **Prepaid Land/Sea/Air Arrangements** and shall include flight connections to join or depart such **Land/Sea/Air Arrangements** provided such flights are scheduled to commence within one (1) day of the **Land/Sea/Air Arrangements**, and 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 shown on the Schedule of Benefits. The **Covered Trip** must start from **Your Primary Residence** or **Your Secondary Residence**.

**Deductible** means the dollar amount **You** must contribute to the **Loss**.

**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** newborn child(ren) from the moment of birth. It also means 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.

**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.

**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.

**Hospital** means a facility that:

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

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

**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;

**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**.

**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.

**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 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.

**Prepaid** means **Payments or Deposits** paid by **You** to a **Travel Supplier** 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 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**.

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

**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.

**Reservation** means a confirmed stay at a **Hotel** resort with a confirmed arrival date and a confirmed **Departure Date**.

**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**.

**Secondary Residence** means **You** 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.

**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.

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

**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**.

**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**.

**Trip** means a period of travel at least 100 miles from **Your Primary** or **Secondary Residence** for a trip duration as shown in the Schedule of Benefits. **Your Trip** must have a defined **Departure Date** and **Return Date**.

## STARR INDEMNITY & LIABILITY COMPANY

**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 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.

**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.

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

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

**SUBROGATION:** To the extent necessary for reimbursement of benefits paid to or on **Your** behalf, **We** are entitled to subrogation against a judgment or recovery received by **You** from a third party found liable for a wrongful act or omission that caused the injury necessitating benefit payments. **Our** right of subrogation may not be enforced until **You** have been fully compensated for your injuries. **You** may request that **We** pay a proportionate share of the reasonable costs of the third-party action, including attorney fees. **We** may elect not to participate in the cost of the action. If such an election is made, **We** will waive 50% of any subrogation rights. If **You** intend to institute an action for damages against the third party found liable, **You** must give **Us** reasonable notice of such intention.

**CONTROLLING LAW:** The provisions of this **Policy** conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which **You** reside on or after the effective date of this **Policy**.

**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**.

**ENTIRE CONTRACT:** This **Policy** and any attachments represent the entire contract between **You** and **Us**.

**CHANGE OF BENEFICIARY:** Unless **You** make an irrevocable designation of beneficiary, the right to change a beneficiary is reserved to **You** and the consent of the beneficiary(ies) shall not be requisite to surrender or assign the **Policy** or to any change of beneficiary(ies) or to any other changes in the **Policy**.

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

### 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:

- 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**.
- 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.
- 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:

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

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

#### **EXTENDED COVERAGE:**

All coverage under the **Policy** will be extended if:

- Your** entire **Covered Trip** is covered by the **Policy**; and
- 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:

- the date **You** reach **Your Return Destination**; or
- 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:

- When all benefits payable have been depleted/exhausted;
- 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.**

##### 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

| Loss of:                                 | Percentage of Principal Sum: |
|------------------------------------------|------------------------------|
| 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.

## 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 necessary **Transportation**, including reasonable 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 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 Company**.

### TRAVEL MEDICAL AND DENTAL EXPENSE

**We** will pay reasonable 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**.

Benefits payable as a result of incurred **Covered Expenses** will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for **You**. This coverage is in excess of any other health insurance **You** have available to **You** at the time of the loss. **You** must submit **Your** claim to that provider first. Any benefits **You** receive from **Your** primary or supplementary insurance providers will be deducted from **Your** claim with **Us**.

**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 within one year from the date of **Your Sickness** or **Injury** during a **Trip** while on **Your Trip**.

**We** will not pay benefits in excess of the reasonable 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 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:**

1. **You** must provide **Us** with all bills and reports for medical and/or dental expenses claimed;
2. **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;
3. **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 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;
9. Mental health care; or
10. Physical therapy or occupational therapy.

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

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 6 months 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 address provided in the 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:** Written Proof of Loss must be furnished to **Us** at Our home office in case of claim for loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

**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.

## 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 of a crime for which **You** are convicted;
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 under the influence of any controlled substance, 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** 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;

STARR INDEMNITY & LIABILITY COMPANY

12. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered **Dependent Child** which has resulted in a functional defect;
13. Suicide, attempted suicide or any intentionally self-inflicted injury while sane committed by **You, Your Traveling Companion** or **Your Immediate Family Member**, whether or not insured;
14. Traveling for the purpose of securing medical treatment;
15. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
16. **Your** participation in **Civil Disorder**, riot or a felony, if **You** are convicted in a court of law;
17. **Accidental Injury** or **Covered Sickness** when traveling against the advice of a **Physician**;
18. Care or treatment that is not necessary as determined by **Your Physician**;
19. Services not shown as covered; and expenses not approved by **Our Assistance Company** in advance;
20. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease Law; the 4800 Time Benefit plan or similar legislation;
21. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination; or
22. **Pandemic** or **Epidemic**.

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



Nehemiah E. Ginsburg,  
General Counsel and Secretary



Steve Blakey,  
President and Chief Executive Officer