

**STARR INDEMNITY & LIABILITY COMPANY**

**SCHEDULE OF BENEFITS**

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

<b>BENEFITS</b>	<b>LIMITS</b>
Trip Cancellation	Trip Cost: Up to a Maximum of \$25,000 Maximum Trip Length: 90 Days
Trip Interruption	100% of Trip Cost Limit
Airline Ticket Change Fee	\$100
Single Occupancy Supplement	Included
Missed Connection	Minimum of 3 hours delay \$500
Trip Delay	Minimum of 6 hours delay \$100 per day; Maximum \$750
Baggage Delay	Minimum of 12 hours delay Maximum \$250
Baggage / Personal Effects	\$750 Per Article: \$250, Combined Maximum Limit For Described Property: \$500
Repatriation of Remains	\$150,000
Pre-Existing Conditions Waiver	Included when conditions are met

**LT 007-NY (06/2015) P&C**

**SCHEDULE OF BENEFITS**

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

<b>BENEFITS</b>	<b>LIMITS</b>
Accidental Death and Dismemberment	\$10,000
Emergency Accident and Emergency Sickness Medical Expense	\$50,000 Deductible: \$0 Dental Expense Only: \$500 Advance Payment to Hospital: \$1,000
Emergency Medical Evacuation and Medically Necessary Repatriation	\$150,000 7 Days Hospitalized

**LT 007-NY (06/2015) A&H**

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



# STARR

INDEMNITY & LIABILITY

Dallas, Texas

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

## TRAVEL INSURANCE POLICY

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

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### SECTION I. GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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**"Complications of Pregnancy"** means:

- (a) conditions requiring hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
- (b) nonelective caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

**"Covered Trip"** means a trip taken during the Policy period for which You request insurance coverage and pay the required premium, where:

- (a) you travel more than 100 miles from Your home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure; and
- (c) the trip has defined departure and return dates.

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

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

**"Dependent Child(ren)"** means Your married or unmarried child until attaining age twenty-six without regard to financial dependence, residency with the policyholder, student status, or employment.

**"Domestic Partner"** means a person of the same or opposite sex who is in a domestic partnership with an Insured.

Proof of the domestic partnership and financial interdependence must be submitted to Us in the form of:

- 1. Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six months, where such registry exists, or
- 2. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
  - a. The affidavit must be notarized and must contain the following:
    - a. The partners are both 18 of age or older and are mentally competent to consent to contract.
    - b. The partners are not related by blood in a manner that would bar marriage under laws of the State of New York
    - c. The partners have been living together on a continuous basis prior to the date of the application; and
  - b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
  - c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
    - a. A joint bank account
    - b. A joint credit card or charge card
    - c. Joint obligation on a loan
    - d. Status as an authorized signatory on the partner's bank account, credit card or charge card
    - e. Joint ownership of holdings or investments
    - f. Joint ownership of residence
    - g. Joint ownership of real estate other than residence
    - h. Listing of both partners as tenants on the lease of the shared residence
    - i. Shared rental payments of residence (need not be shared 50/50)
    - j. Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
    - k. A common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
    - l. Shared household budget for purposes of receiving government benefits
    - m. Status of one as representative payee for the other's government benefits
    - n. Joint ownership of major items of personal property (e.g., appliances, furniture)
    - o. Joint ownership of a motor vehicle
    - p. Joint responsibility for child care (e.g., school documents, guardianship)
    - q. Shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50)

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- r. Execution of wills naming each other as executor and/or beneficiary
- s. Designation as beneficiary under the other's life insurance policy
- t. Designation as beneficiary under the other's retirement benefits account
- u. Mutual grant of durable power of attorney
- v. Mutual grant of authority to make health care decisions (e.g., health care power of attorney)
- w. Affidavit by creditor or other individual able to testify to partners' financial interdependence
- x. Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

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

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

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

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

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

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

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

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

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

**"Land/Sea Arrangements"** means Your land and/or sea arrangements booked through the Travel Supplier for your Covered Trip.

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

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

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

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

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

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 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 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

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

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

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

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

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

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

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

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

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

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

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

Except where there is a statutory right of reimbursement, no party entering into a settlement for personal injuries, medical, dental, podiatric malpractice or wrongful death shall be subject to a subrogation claim or claim for reimbursement by a benefit provider and a benefit provider shall have no lien or right of subrogation or reimbursement against any such settling party, with respect to those losses or expenses that have been or are obligated to be paid by said benefit provider.

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

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

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

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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, Your application or enrollment material, and any attachments represent the entire contract between You and Us.

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

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

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is in the confirmation of benefits and remains in effect for the stated term shown in the confirmation of benefits.

**When Your Coverage for Benefits Begins:**

Subject to payment of any premium due:

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

**When Your Coverage Ends:**

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

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

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

**EXTENDED COVERAGE:**

All coverage under the Policy except Trip Cancellation will be extended if:

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

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

## SECTION IV. COVERAGES

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

### TRIP CANCELLATION/TRIP INTERRUPTION

#### TRIP CANCELLATION

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

We will pay You for the following:

- (a) The amount of forfeited, non-refundable, and unused Payments or Deposits; or
- (b) Additional cost incurred if the Travel Supplier cancels Your Covered Trip due to an Unforeseen Event and You elect to utilize the service of a replacement Travel Supplier.

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

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

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

#### TRIP INTERRUPTION

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

We will pay You:

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

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

#### **The Following are the Unforeseen Events for Trip Cancellation and Trip Interruption:**

- (a) Your Accidental Injury, Covered Sickness or death or the Accidental Injury, Covered Sickness or death of Your Traveling Companion, Your Family Member, Your children's caregiver or Your Business Partner; that results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) An Accidental Injury incurred by You that causes You to be medically unable to continue Your trip's activity(ies). An actual examination by a Physician must take place and the Physician must advise You to discontinue the trip's activity(ies).



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- (c) Inclement weather, Natural Disasters, Terrorist Attacks or mechanical breakdown of the Common Carrier that results in the complete cessation of travel services at the point of departure or destination for at least 48 consecutive hours.
- (d) Mandatory evacuation ordered by local authorities at Your destination due to a Natural Disaster. You must have 50% or less of Your Trip remaining at the time the mandatory evacuation ends, in order for this benefit to be payable.
- (e) Natural Disaster or documented man-made disaster at the point of departure or Your destination that renders Your primary residence or the accommodations at Your destination uninhabitable.
- (f) Adverse weather or Natural Disaster resulting in the obstruction of public roadways or curtailment of public transportation, that prevents Your ability to arrive at Your Land/Sea Arrangements.
- (g) A road closure causing a delay in reaching Your destination for at least 12 hours.
- (h) Strike that causes complete cessation of travel services of Your Common Carrier for at least 48 consecutive hours.
- (i) Bankruptcy and/or Default of Your Travel Supplier that occurs more than 14 days following the Effective Date. Your Scheduled Departure Date must be no more than 12 months beyond the Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This coverage only applies if the Policy was purchased within 14 calendar days of the initial Trip payment.
- (j) The airport terminal from which You are scheduled to fly, is closed due to a documented security breach within 12 hours of arrival at the terminal or while You are physically at the terminal.
- (k) A politically motivated Terrorist Attack that occurs within 30 days of Your departure and within 50 miles of a City listed on Your itinerary. The Terrorist Attack must occur on or after the Effective Date of Your Trip Cancellation Coverage.
- (l) A documented theft of passports or visas. Documented means that You have reported the theft to the local authorities.
- (m) You or Your Traveling Companion being directly involved in or delayed due to a traffic Accident substantiated by a police report, while en route to departure.
- (n) You and/or Your Traveling Companion are hijacked, quarantined, 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; the victim of felonious assault; having Your principal place of residence made inaccessible and uninhabitable by a Natural Disaster; or burglary or vandalism of Your principal place of residence within 10 days of departure.
- (o) You or Your Traveling Companion are called to active military duty after the Effective Date.
- (p) You have, or Your Traveling Companion has, a previously approved military leave revoked or experience a military reassignment.
- (q) Your transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which You are employed on the Effective Date that requires relocation of Your principal residence.
- (r) Your Traveling Companion's transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which Your Traveling Companion is employed on the Effective Date that requires relocation of Your Traveling Companion's principal residence.
- (s) After at least three (3) years of full time continuous employment at the same company, You are terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.
- (t) After at least three (3) years of full time continuous employment at the same company, Your Traveling Companion is terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.

#### **AIRLINE TICKET CHANGE FEE**

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

- (a) Any Unforeseen Event occurring on or after the Effective Date of the Policy listed under the Trip Cancellation and Trip Interruption benefits;
- (b) You or Your Traveling Companion are delayed by Inclement Weather while en route to a departure provided You or



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Your Traveling Companion were scheduled to arrive at the point of departure at least 1 hour before the scheduled time of departure; or

- (c) Your medical emergency or that of a Traveling Companion or a Family Member. The medical emergency requires a documented examination by a Physician.

### MISSED CONNECTION

We will pay the benefit shown on the Schedule of Benefits if You missed a connecting flight during Your Covered Trip due to cancellation or delay for at least the number of hours shown on the Schedule of Benefits of all regularly scheduled airline flights due to Inclement Weather or any delay caused by a Common Carrier. Benefits of up to the amount shown on the Schedule of Benefits are provided to cover:

- (a) additional transportation expenses needed for You to join the departed Covered Trip;
- (b) reasonable accommodations and meal expenses; and
- (c) non-refundable Covered Trip payments for the unused portion of Your Covered Trip.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to You if You are able to meet Your scheduled connection departure but cancel Your Covered Trip due to Inclement Weather.

### 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 the Covered Trip for at least the number of hours shown on the Schedule of Benefits due to an Unforeseen Event For the Trip Cancellation and Trip Interruption benefits occurring on or after the Effective Date of the Policy.

Additional Expenses include:

- (a) any prepaid, unused, non-refundable land, air or water accommodations;
- (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.

### BAGGAGE DELAY

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

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

### BAGGAGE/PERSONAL EFFECTS

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

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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.

### REPATRIATION OF REMAINS

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

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

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

### SECTION V. CLAIMS PROCEDURES AND PAYMENT

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

**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 per the Insurance with Other Insurers provision.

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

## STARR INDEMNITY & LIABILITY COMPANY

**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 or Our authorized designee at its said office within one hundred twenty 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 one year from the time proof is otherwise required.

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

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

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:** The following exclusions apply to Trip Cancellation, Trip Interruption, Airline Ticket Change Fee, Missed Connection, Trip Delay and Repatriation of Remains.

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

1. Pre-Existing Conditions, unless: a) the Policy is purchased within 14 days of Your initial trip deposit; b) the booking for the Covered Trip must be the first and only booking for this travel period and destination; and c) You are not disabled in a way that prevents you from travelling at the time You pay the premium;

**STARR INDEMNITY & LIABILITY COMPANY**

2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth or emergency dental treatment for relief of pain;
4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;
5. Mental or emotional disorders, unless hospitalized as a result thereof;
6. Any non-Emergency Treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing; Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
8. Participation as a professional athlete, participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
9. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
10. Pregnancy and childbirth of the Insured or Traveling Companion other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Trip;
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 or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your 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 designated 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; or
20. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

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

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

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

**STARR INDEMNITY & LIABILITY COMPANY**

14. tickets for entertainment events or other source of leisure activities;
15. art objects and musical instruments;
16. consumables including medicines, perfumes, cosmetics, and perishables;
17. professional or occupational equipment or property, whether or not electronic Business Equipment;
18. telephones, computer hardware or software; or
19. property illegally acquired, kept, stored or transported.

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

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

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

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



**Charles H. Dangelo, President**



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



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

### **GENERAL LIMITATIONS AND EXCLUSIONS ENDORSEMENT**

The Policy to which this endorsement is attached is amended as follows.

The following changes apply to **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

The exclusion which reads as follows:

Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving; spelunking or caving; or rock climbing;

is deleted in its entirety and replaced with the following:

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;

A handwritten signature in blue ink, reading "Nehemiah E. Ginsburg".

Nehemiah E. Ginsburg, General Counsel

A handwritten signature in blue ink, reading "Charles H. Dangelo".

Charles H. Dangelo, President





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

### TRIP CANCELLATION AND INTERRUPTION ENDORSEMENT

The Policy to which this endorsement is attached is amended as follows.

The subsection "**The Following are the Unforeseen Events for Trip Cancellation and Trip Interruption:**" within **SECTION IV. COVERAGES, TRIP CANCELLATION/TRIP INTERRUPTION** is amended to include the following:

- (o) You or Your Traveling Companion are called to active military duty after the Effective Date.
- (p) You have, or Your Traveling Companion has, a previously approved military leave revoked or experience a military reassignment.
- (q) Your transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which You are employed on the Effective Date that requires relocation of Your principal residence.
- (r) Your Traveling Companion's transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which Your Traveling Companion is employed on the Effective Date that requires relocation of Your Traveling Companion's principal residence.
- (s) After at least three (3) years of full time continuous employment at the same company, You are terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.
- (t) After at least three (3) years of full time continuous employment at the same company, Your Traveling Companion is terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.

A handwritten signature in blue ink that reads 'Nehemiah E. Ginsburg' is written over a horizontal line.

Nehemiah E. Ginsburg, General Counsel

A handwritten signature in blue ink that reads 'Charles H. Dangelo' is written over a horizontal line.

Charles H. Dangelo, President



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

## **Pre-Existing Condition Endorsement**

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

The Policy to which this endorsement is attached is amended as follows.

Within **SECTION I. GENERAL DEFINITIONS**, the definition that reads as follows:

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

is deleted in its entirety and replaced with the following:

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 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 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

Handwritten signature of Nehemiah E. Ginsburg in blue ink.

Nehemiah E. Ginsburg, General Counsel

Handwritten signature of Charles H. Dangelo in blue ink.

Charles H. Dangelo, President



# STARR

## INDEMNITY & LIABILITY

Dallas, Texas

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

### TRAVEL INSURANCE POLICY

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

### FOURTEEN DAY FREE LOOK

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

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### SECTION I. GENERAL DEFINITIONS

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

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

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

**"Complications of Pregnancy"** means:

(a) conditions requiring hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and

(b) nonelective caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

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

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

**STARR INDEMNITY & LIABILITY COMPANY**

**"Covered Trip"** means a trip taken during the Policy period for which You request insurance coverage and pay the required premium, where:

- (a) you travel more than 100 miles from Your home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure; and
- (c) the trip has defined departure and return dates.

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

**"Dependent Child(ren)"** means Your married or unmarried child until attaining age twenty-six without regard to financial dependence, residency with the policyholder, student status, or employment.

**"Domestic Partner"** means a person of the same or opposite sex who is in a domestic partnership with an Insured.

Proof of the domestic partnership and financial interdependence must be submitted to Us in the form of:

1. Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six months, where such registry exists, or
2. For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
  - a. The affidavit must be notarized and must contain the following:
    - a. The partners are both 18 of age or older and are mentally competent to consent to contract.
    - b. The partners are not related by blood in a manner that would bar marriage under laws of the State of New York
    - c. The partners have been living together on a continuous basis prior to the date of the application; and
  - b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
  - c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
    - a. A joint bank account
    - b. A joint credit card or charge card
    - c. Joint obligation on a loan
    - d. Status as an authorized signatory on the partner's bank account, credit card or charge card
    - e. Joint ownership of holdings or investments
    - f. Joint ownership of residence
    - g. Joint ownership of real estate other than residence
    - h. Listing of both partners as tenants on the lease of the shared residence
    - i. Shared rental payments of residence (need not be shared 50/50)
    - j. Listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
    - k. A common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
    - l. Shared household budget for purposes of receiving government benefits
    - m. Status of one as representative payee for the other's government benefits
    - n. Joint ownership of major items of personal property (e.g., appliances, furniture)
    - o. Joint ownership of a motor vehicle
    - p. Joint responsibility for child care (e.g., school documents, guardianship)
    - q. Shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50)
    - r. Execution of wills naming each other as executor and/or beneficiary
    - s. Designation as beneficiary under the other's life insurance policy
    - t. Designation as beneficiary under the other's retirement benefits account
    - u. Mutual grant of durable power of attorney
    - v. Mutual grant of authority to make health care decisions (e.g., health care power of attorney)
    - w. Affidavit by creditor or other individual able to testify to partners' financial interdependence
    - x. Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**"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

**STARR INDEMNITY & LIABILITY COMPANY**

of the following criteria: (a) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (b) the severe or acute symptom occurs suddenly and unexpectedly; and (c) the severe or acute symptom occurs while Your coverage is in force and during Your Covered Trip.

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

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

**"Hospital"** means a short-term, acute, general hospital, which:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k));
- (f) is duly licensed by the agency responsible for licensing such hospitals; and
- (g) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

**"Immediate Family Member"** means legal or common law spouse; parent or legal guardian, natural or adopted child, sibling; stepparent, stepchild, step-brother, or step-sister; parents-in-law, children-in-law, brother-in-law, or sister-in-law; grandparent or grandchild and spouse of a grandparent or grandchild.

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

**"Land/Sea Arrangements"** means Your land and/or sea arrangements booked through the Travel Supplier for your Covered Trip.

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

**"Minor Child"** means a child who has not reached the age of majority in New York.

**"Physician"** means a legally qualified practitioner of the healing arts, licensed by the locality in which they practice and acting within the scope of his or her license. The treating Physician may not be You 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 Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 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 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

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

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

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

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

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

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

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

## STARR INDEMNITY & LIABILITY COMPANY

"**Unforeseen**" means not anticipated or expected and occurring on or after the Effective Date.

"**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 misrepresentation in connection with this insurance coverage. Such concealment or misrepresentation must be in a written instrument signed by You.

**SUBROGATION:** To the extent We pay for a loss suffered by You, to the extent permitted by New York law, We will take over the rights and remedies You had relating to the loss. This is known as subrogation. 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 Child) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

Except where there is a statutory right of reimbursement, no party entering into a settlement for personal injuries, medical, dental, podiatric malpractice or wrongful death shall be subject to a subrogation claim or claim for reimbursement by a benefit provider and a benefit provider shall have no lien or right of subrogation or reimbursement against any such settling party, with respect to those losses or expenses that have been or are obligated to be paid by said benefit provider.

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

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

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

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

### SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

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



**STARR INDEMNITY & LIABILITY COMPANY**

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is in the confirmation of benefits and remains in effect for the stated term shown in the confirmation of benefits.

**When Your Coverage for Benefits Begins:**

Subject to payment of any premium due, coverage begins at the later of the time of Your departure on the Scheduled Departure Date; or Your actual departure for Your Covered Trip and remains in effect for the state term shown in the confirmation of benefits.

**When Your Coverage Ends:**

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

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

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

**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**

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

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

**TABLE OF LOSSES**

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

Loss with regard to:

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

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

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

**EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE**

We will pay Reasonable and Customary Charges up to the maximum limit shown on the Schedule of Benefits, subject to the Deductible, if You incur necessary Covered Expenses while on your Covered Trip and as a result of an injury or Emergency Sickness that first manifests itself during the Covered Trip. We will not cover any expenses incurred for treatment when traveling on the Trip for the purpose of securing medical treatment or for treatment while traveling against the advice of a Physician.

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

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

We will pay benefits, up to the amount shown on the Schedule of Benefits, for emergency dental treatment for injury to natural teeth.

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

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

**New York Mandates:** Under New York Law, certain mandated benefits are required to be provided under a medical expense Policy. We will pay benefits as applicable to this program for such mandates.

**EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

We will pay, subject to the limitations set out herein, for covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an 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 or all Emergency Sickness from the same or related causes.

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

Covered Emergency Medical Evacuation expenses are those for Medically Necessary Transportation, including Reasonable and Customary medical services and supplies incurred in connection with Your Emergency Medical Evacuation. Expenses

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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 designated Assistance Company.

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

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

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

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

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

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

## 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.

Indemnity for loss of Your life will be paid to Your estate. All other 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 Child, 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 per the Insurance with Other Insurers provision.

**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

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include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office, at the following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

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

**PROOF OF LOSS:** Written proof of loss must be furnished to Us or Our authorized designee at its said office within one hundred twenty 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 one year from the time proof is otherwise required.

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

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right and opportunity to examine the person of the individual for who claim is made when and as it may require during the pendency of a claim under the Policy and also have the right to make an autopsy in case of death, where it is not prohibited by law. We will pay the cost of the examination or autopsy.

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

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

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

1. Pre-Existing Conditions, unless: a) the Policy is purchased within 14 days of Your initial Trip deposit; and b) the booking for the Covered Trip must be the first and only booking for this travel period and destination;
2. Commission or the attempt to commit a felony or involvement in an illegal occupation by You;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth or due to congenital disease or anomaly;
4. Loss sustained or contracted in consequence of You being intoxicated or under the influence of any narcotic, unless administered on the advice of a Physician;
5. Mental or emotional disorders, alcoholism and drug addiction except as required under New York law;
6. Hearing aids, eye glasses, contact lenses and examination for the prescription or fitting thereof;
7. Service in the Armed Forces or units auxiliary thereto;
8. Treatment provided in a United States government hospital; benefits provided under Medicare or other governmental program (except Medicaid), any state or Federal workers' compensation, employers' liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions
9. Aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;
10. Pregnancy except for Complications of Pregnancy;
11. Cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
12. Suicide, attempted suicide or any intentionally self-inflicted injury committed by You;
13. War or act of war (whether declared or not);
14. Your participation in a riot or insurrection;

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15. Care or treatment which is not Medically Necessary;
  16. Emergency Medical Evacuation and Repatriation expenses not approved by the Assistance Company in advance, unless there is an immediate and life threatening situation that prevents preauthorization;
  17. Foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet;
  18. Care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column; and
  19. Rest cures, custodial care and transportation.
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In Witness Whereof, We have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by Our duly authorized representative.



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**Charles H. Dangelo, President**



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



# STARR

INDEMNITY & LIABILITY

Dallas, Texas

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

## Pre-Existing Condition Endorsement

### SECTION I. GENERAL DEFINITIONS

The Policy to which this endorsement is attached is amended as follows.

Within **SECTION I. GENERAL DEFINITIONS**, the definition that reads as follows:

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

is deleted in its entirety and replaced with the following:

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 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 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

Nehemiah E. Ginsburg, General Counsel

Charles H. Dangelo, President