



# Starr Indemnity & Liability Company

Dallas, Texas

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

## **TRAVEL INSURANCE POLICY** **Air Ticket Protector**

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

### **FOURTEEN DAY FREE LOOK**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Your or Your spouse's or Your 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.

**"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.

**"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 180 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription throughout the entire 180 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

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

- (a) is charged for treatment, supplies or Medically Necessary services to treat Your condition;

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(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.

**"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.

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

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

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

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

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

**SECTION II. GENERAL PROVISIONS**

The following provisions apply to all coverages:

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

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

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

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

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

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

### 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**

Under Trip Cancellation, if Your Travel Supplier cancels Your Covered Trip, You are covered up to the cost of the ticket or the reissue fee charged by the airline for the tickets. Also, We will pay You non-refundable airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements 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.

**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); or
- (b) additional transportation expenses incurred by You; or
- (c) return air travel up to the lesser of the Economy Fare or the amount shown on the Schedule of Benefits.

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

**The Following are the Unforeseen Events for Trip 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).
- (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 also 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

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made inaccessible and uninhabitable by a Natural Disaster; or burglary or vandalism of Your principal place of residence within 10 days of departure.

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

**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 the number of hours shown on the Schedule of Benefits, due to an Unforeseen Event occurring on or after the Effective Date of the Policy listed under Trip Cancellation and Trip Interruption benefits.

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 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/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 during the Covered Trip 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. If 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 company(ies). 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.

**ACCIDENTAL DEATH AND DISMEMBERMENT-AIR ONLY**

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

**TABLE OF LOSSES**

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

Loss with regard to:

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

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

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

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

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

**SECTION V. CLAIMS PROCEDURES AND PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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



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

**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, Missed Connection, Trip Delay, Accidental Death and Dismemberment-Air Only, and Renters Collision only.

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

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

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

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

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

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

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

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



**Charles H. Dangelo, President**



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