

**SCHEDULE OF BENEFITS**  
**Plan: Voyager Silver**

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

BENEFITS	LIMITS
Baggage Delay	Minimum of 12 hours delay \$100 per day, Maximum \$300
Baggage / Personal Effects	\$1,000 Per Article: \$250, Combined Maximum Limit for Described Property: \$500
Accidental Death and Dismemberment - Air Only	\$100,000
Accidental Death and Dismemberment	\$50,000
Emergency Accident and Emergency Sickness Medical Expense (Emergency Medical)	\$50,000 \$750 Dental Expense Only Advance Payment to Hospital: \$1,000
Emergency Medical Evacuation and Medically Necessary	\$100,000
Repatriation (Emergency Evacuation and Repatriation)	7 Days Hospitalized
Repatriation of Remains	\$100,000
Pre-Existing Conditions Waiver	Included



# Starr Indemnity & Liability Company

Dallas, Texas

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

## **TRAVEL INSURANCE POLICY** **Voyager Silver**

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 plan to plan. Please refer to the Schedule of Benefits. It provides You with specific information about the plan You purchased.

### **FOURTEEN DAY FREE LOOK**

You may cancel insurance under the Policy by giving Our Administrator or Us written notice of cancellation within 14 days of the date Your Policy is purchased. If You do this, We will refund Your premium paid, provided that 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 involving a conveyance in which You are traveling.

**"Accidental Injury"** means bodily injury caused by an Accident, directly and independently of disease or bodily infirmity 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, personal effects and possessions whether owned, borrowed or rented, and taken with You on the Covered Trip.

**"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.

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

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

**"Civil Union"** means a legal relationship between two persons, of either the same or opposite sex, established pursuant to Illinois law.

**"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.

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**"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 in the Schedule of Benefits, for the relevant 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.

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

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

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

**"Dependent Child(ren)"** means Your child(ren), including an unmarried child, stepchild, legally adopted child (including a child pending adoption pursuant to a court order) or foster child who is: (a) less than age 26; or (b) less than age 30 and meets the following criteria (i) is an Illinois resident, (ii) served as a member of the active or reserve components of any of the branches of the Armed Forces of the United States, and (iii) has received a release or discharge other than a dishonorable discharge.

**"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.

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

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

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

**"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Yours or Your spouse's or Domestic Partner's caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child or child pending adoption pursuant to an interim court order, 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.

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

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

**"Party(ies) to a Civil Union"** means a person who has established a Civil Union pursuant to Illinois law.

It is understood that Policy definitions and provisions designating:

- Insured
- Domestic Partner
- Family Member

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and any other Policy definitions and provisions designating an Insured under this Policy, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate Parties to a Civil Union under Illinois law.

**"Physician"** means a licensed 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;
- (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.

**"Termination Date"** means the point in time at which Your coverage ends, as outlined in **Section III. Eligibility and Period of Coverage** of the Policy.

**"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 an entity engaged in the business of providing travel services or travel arrangements.

**"We," "Us" and "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:** You may bring legal action against Us for a claim denial within a 60 day period. Such period is tolled from the date Proof of Loss is filed, in whatever form is required by the Policy, until the date the claim is denied. 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 intentionally misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein with intent to deceive, or if You commit intentional fraud or intentional material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that sickness or injury. You are required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the third party admits liability.

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**CONFORMITY TO APPLICABLE 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.

**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 for 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.

**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.

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

**COMPLAINTS:** Should You have general complaints regarding this insurance, You may submit Your complaint in writing to the following address:

Illinois Division of Insurance  
Consumer Division  
Springfield, Illinois 62767

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

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

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

**When Your Coverage for Benefits Begins:**

Subject to payment of any premium due, coverage begins at 12:01 A.M. on the Effective Date shown in the confirmation of benefits.

**When Your Coverage Ends:**

Coverage is effective for Covered Trips taken during the dates shown in Your confirmation of benefits. In addition, Your coverage will end at 11:59 P.M. local time at Your location on the Termination Date.

**SECTION IV. COVERAGES**

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

**All benefit limits are aggregate amounts that diminish in value per paid claim during the Individual Coverage Term for Annual Plans.**

**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. In the event of theft, original receipts and a police report from the local jurisdiction must be provided for reimbursement. You have checked Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

There is a per article limit shown on the Schedule of Benefits. There is a combined maximum limit shown on the Schedule of Benefits for the following: jewelry, watches, articles consisting in whole or in part of silver, gold or platinum; furs, articles trimmed with or made mostly of fur, sports equipment, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

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

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

**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%

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Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%

Loss with regard to:

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

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

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

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

**ACCIDENTAL DEATH AND DISMEMBERMENT - AIR ONLY**

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

**TABLE OF LOSSES**

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

Loss with regard to:

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

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

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

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

**EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE**

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

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

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

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

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

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

**EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

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

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

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

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

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



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- (a) to return You to your residence in the United States, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Accidental Injury or Emergency Sickness occurred and were left alone as a result of the 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 a single 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.

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

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

**REPATRIATION OF REMAINS**

We will pay the reasonable Covered Expenses incurred to return Your body to Your place of permanent residence if You die 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 within 30 days of receipt of acceptable written Proof of Loss. If any portion of the claim is in dispute, We shall pay any undisputed claim within 30 days of such receipt of Proof of Loss. Failure to pay within such period shall entitle You to interest at the rate of 9 percent per annum from the 30th day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by Us or Our authorized designee of any known failure to provide sufficient documentation for a due Proof of Loss within 30 days after receipt of the claim.

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

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

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting on Your behalf) 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 on Your behalf) 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 examining 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 in writing;
- (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 Accidental Death and Dismemberment, Accidental Death and Dismemberment - Air Only, Emergency Accident and Emergency Sickness Medical Expense, Emergency Medical Evacuation and Medically Necessary Repatriation, and Repatriation of Remains only.

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

1. Pre-Existing Conditions; unless the Policy is purchased within 14 days of Your initial trip deposit. The Policy for the Covered Trip must be the first and only Policy issued for this travel period and destination and You must be medically able to travel at the time You purchase coverage;
2. Commission or the attempt to commit a felony by You, Your Traveling Companion or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to natural teeth;
4. Claims resulting from expenses incurred as a result of being under the influence of drugs or intoxicants as determined by the laws of the state where the loss or cause of loss was incurred, 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. Participation in any military maneuver or training exercise, police service or Your service in the armed forces of any country;
8. Normal pregnancy and childbirth of the Insured or Traveling Companion, other than unforeseen Complications of Pregnancy, unless hospitalized during a Covered Trip;
9. 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 that has resulted in a functional defect;
10. 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;
11. Traveling for the purpose of securing medical treatment;
12. War, invasion, acts of foreign enemies (this does not apply to terrorism) or civil war;
13. Your participation in civil disorder, riot or a felony;
14. Accidental Injury or Covered Sickness when traveling against the advice of a Physician;
15. Care or treatment that is not Medically Necessary;
16. Services not shown as covered; and expenses not approved by Our designated Assistance Company in advance; or
17. 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.

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. eye glasses, sunglasses or contact lenses;
10. artificial teeth and dental bridges;
11. hearing aids;
12. prosthetic limbs;
13. keys, money, stamps, securities and documents;

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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 (this does not apply to terrorism);
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. direct loss or damage of any kind;
11. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. electrical current including electric arcing that damages or destroys electrical devices or appliances; or
13. mysterious disappearance.

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



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**Charles H. Dangelo, President**



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