



Contact Customer Service

Our customer service team is available daily from 8:00am to 10:00pm ET.

Call: 844-240-1233 (Toll Free)

Email: info@tinleg.com

Website: tinleg.com

In the event of a life-threatening emergency, contact the local emergency services at your destination immediately.

File a Claim

You can report your claim online 24 hours a day, 365 days a year.

Report Your Claim Online: tinleg.com/report-claim

Our licensed claims representatives are available weekdays from 8:00am to 4:00pm ET.

Call Inside the US: 844-240-1233 (Toll free)

Call Outside the US: +1 727-260-5012 (Collect call)

Email: claims@tinleg.com



SCHEDULE OF BENEFITS

Plan: Tin Leg AD&D

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

BENEFITS	MAXIMUM BENEFIT LIMITS
	Per Person
Accidental Death and Dismemberment	Principal Sum: \$50,000

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

TRAVEL INSURANCE POLICY
Tin Leg AD&D

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

FREE LOOK

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

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

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

TABLE OF CONTENTS

SECTION I - GENERAL DEFINITIONS
SECTION II - GENERAL PROVISIONS
SECTION III - ELIGIBILITY AND PERIOD OF COVERAGE
SECTION IV - COVERAGES
SECTION V - CLAIMS PROCEDURES AND PAYMENT
SECTION VI - GENERAL LIMITATIONS AND EXCLUSIONS

SECTION I. GENERAL DEFINITIONS

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

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

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

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

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

- a. Mountain climbing over ten thousand (10,000) feet;
- b. White or black water rafting (Grades one (1) – four (4));
- c. Kayaking;
- d. Water skiing;
- e. Snowmobiling.

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

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

Confirmation means the written **Reservation of Travel Arrangements** at a **Destination**.

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

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

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

- a. Less than age 19 or at least age 19 but less than age 23 and regularly attends an accredited school or college; and
- b. Who is primarily dependent on **You** for support and maintenance.

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

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

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

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

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.

Hospitalized or Hospitalization means admitted to a **Hospital** overnight or where the patient is charged by the **Hospital** for a minimum of one day of inpatient charges.

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

- a. **Spouse**, civil union partner or **Domestic Partner**;
- b. **Dependent Child**;
- c. Siblings;
- d. Parents;
- e. Daughter or son;
- f. Grandparent, step-grandparent, grandchild, or step-grandchild;
- g. Step-child, step-sibling, or step-parent;

- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew; or
- m. Legal guardian;

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

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

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

Loss means an **Injury** or incident (subject to the exceptions contained in the following sentences) sustained by **You** as a direct result of one or more of the events against which **We** have undertaken to compensate **You**.

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

- a. Essential for diagnosis, treatment or care of the **Accidental Injury** or **Covered Sickness** for which it is prescribed or performed;
- b. Meets generally accepted standards of medical practice; and
- c. Ordered by a **Physician** and performed under his or her care, supervision or order.

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

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

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

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

Pre-Existing Condition means any **Accidental Injury, Sickness** or condition of **You, Your Traveling Companion** or **Your Immediate Family Member**, booked to travel with **You** for which medical advice, diagnosis, care or treatment was recommended or received within the 90-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 90-day period ending on the **Effective Date** and no medical advice, diagnosis, care or treatment has otherwise been received.

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

STARR INDEMNITY & LIABILITY COMPANY

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

Primary Residence means **You** or **Your Traveling Companion's** fixed, permanent and main home for legal and tax purposes.

Refund means:

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

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

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

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

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

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

Sickness means an illness or disease diagnosed or treated by a **Physician**.

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

Travel Arrangements means:

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

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

Traveling Companion means a person or persons with whom **You** have coordinated **Travel Arrangements** and intend to travel with **You** during the **Covered Trip**. Note: A group or tour leader is not considered a **Traveling Companion** unless **You** are sharing room accommodations with the group or tour leader.

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

Trip means a period of travel at least 100 miles from **Your Primary Residence** for a period that does not exceed 90 days. **Your Trip** must have a defined **Departure Date** and **Return Date**.

Unforeseen means not anticipated or expected.

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

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

Winter Activities means:

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

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

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

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

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

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

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

SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

ELIGIBILITY: Each **Insured** must enroll for his or her own insurance and pay any premium due. If a minor **Dependent Child** is traveling with **You**, **You** must complete an application for the child and pay any premium due. If accepted by **Us**, each person will become an **Insured**. **You** must be a U.S. resident to purchase this **Policy**.

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

When Your Coverage for Benefits Begins:

Subject to payment of any premium due:

- a. **Coverage** begins at the later of the time of **Your** departure on the **Scheduled Departure Date**; or **Your** actual departure for **Your Covered Trip**.

When Your Coverage Ends:

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

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

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

EXTENDED COVERAGE:

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

- a. **Your** entire **Covered Trip** is covered by the **Policy**.

If coverage is extended for the above referenced reasons, coverage will end on the earliest of:

- a. the date **You** reach **Your Return Destination**; or
- b. 7 days after the date the **Covered Trip** was scheduled to be completed, unless **Hospitalized**.

SECTION IV. COVERAGES

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

ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay benefits for **Accidental Injuries** resulting in a **Loss** as described in the below Table of Losses, that occurs while **You** are on a **Covered Trip**. The loss must occur within 365 days after the date of the **Accident** causing the **Loss**. The Principal Sum is shown in the Schedule of Benefits.

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

TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

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.

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**.

SECTION V. CLAIMS PROCEDURES AND PAYMENT

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

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

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the following address: See Confirmation of Insurance.

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

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

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

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

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

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

- a. Notify **Us** or **Our Administrator** as soon as possible;
- b. Take immediate steps to protect, save and/or recover the covered property;
- c. Give immediate written notice to the **Common Carrier** or bailee who is or may be liable for the **Loss** or damage; and
- d. Notify the police or other authority within 24 hours in the event of robbery or theft and provide **Us** with a copy of any police report.

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

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

Coverages to which General Exclusions apply: In addition to any applicable benefit-specific exclusions, the following exclusions apply to all **Losses** and all benefits. Unless otherwise shown below, these exclusions apply to **You**, **Your Traveling Companion**, and **Immediate Family Member**.

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

1. **Pre-Existing Conditions;**
2. **Sickness;**
3. Commission or the attempt to commit a criminal act by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, whether insured or not;
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;
6. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
7. **Your** participation in **Adventure Activities**, **Winter Activities** or dangerous activities, except as a spectator;
8. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
9. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered **Dependent Child** which has resulted in a functional defect;
12. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, whether or not insured;
13. Traveling for the purpose of securing medical treatment;
14. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
15. **Your** participation in **Civil Disorder**, riot or a felony;
16. **Accidental Injury** when traveling against the advice of a **Physician**;
17. Care or treatment that is not **Medically Necessary**;
18. 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;
19. 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.
20. **Pandemic** or **Epidemic**.

STARR INDEMNITY & LIABILITY COMPANY

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



Nehemiah E. Ginsburg,
General Counsel and Secretary



Steve Blakey,
President and Chief Executive Officer

SECTION VII. STATE EXCEPTIONS

For residents of ALASKA:

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

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

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

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

- a. Determined by **Your** treating **Physician** to be essential for diagnosis, treatment or care of the **Accidental Injury** or **Covered Sickness** for which it is prescribed or performed;
- b. Meets generally accepted standards of medical practice; and
- c. Ordered by a **Physician** and performed under his or her care, supervision or order.

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

- a. Is charged for treatment, supplies or **Medically Necessary** services to treat **Your** condition;
- b. Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred;
- c. Is based on charges no lower than the 80th percentile of charges for the geographic area; and
- d. Does not include charges that would not have been made in the absence of insurance.

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

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

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

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

- a. Fraudulent;
- b. Material either to the acceptance of the risk, or to the hazard assumed by us; or

STARR INDEMNITY & LIABILITY COMPANY

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

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

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

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

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

All claims will be paid to **You** or, upon **Your** request, all or a portion of all other benefits provided may be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to **You**. In the event **You** are a minor, incompetent or otherwise unable to give a valid release for the claim, **We** may make arrangements to pay claims to **Your** legal guardian, committee or other qualified representative. Payments to **Your** estate or a beneficiary who is a minor may not exceed \$1,000. Any payment made in good faith will discharge **Our** liability to the extent of the claim.

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

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

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

CLAIM FORMS: When **We** receive a notice of claim, **We** will send **You** the forms to be used in filing proof of claim. If **We** or **Our** designee do not send **You** these forms within 10 working days, **You** can meet the Proof of Loss requirement by sending **Us** or **Our** designee a written statement of the occurrence, nature and extent of the **Loss** within the time allowed for filing Proof of Loss under this **Policy**.

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

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

22. The actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

For residents of ALABAMA:

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 6 years after the time required for giving Proof of Loss.

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

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

For residents of ARKANSAS:

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

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

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

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

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

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

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

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 4 years after the time required for giving Proof of Loss.

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent directly to resolve your problem.

STARR INDEMNITY & LIABILITY COMPANY
Administrative Office
399 Park Avenue, 2nd Floor
New York, NY 10022
866-519-2522

Policyholders have the right to file a complaint with the Arkansas Department of Insurance (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write to the Department at:

Arkansas Insurance Department
Consumer Services Division
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202
Telephone: 800-852-5494 or 501-371-2640

For residents of ARIZONA:

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of DISTRICT OF COLUMBIA:

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

THIS IS A LIMITED BENEFIT POLICY. PLEASE READ CAREFULLY.

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

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

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

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

For residents of FLORIDA:

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

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

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

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

STARR INDEMNITY & LIABILITY COMPANY

- b. **You** cancel the **Covered Trip** before any **Cancellation Penalties** are in effect;
- c. **You** have duplicate coverage for this **Covered Trip**; or
- d. **Your** death.

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

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

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

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

- a. Less than age 19 or at least age 19 but less than age 23 and regularly attends an accredited school or college; and
- b. Who is primarily dependent on **You** for support and maintenance.

Hospital means a facility that:

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

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

Trip means a period of travel at least 100 miles from **Your Primary Residence** for a period that does not exceed 90 days. **Your Trip** must have a defined **Departure Date** and **Return Date**.

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

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

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

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

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 5 years after the time required for giving Proof of Loss.

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

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

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

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

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

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

7. Participating by **You, Your Traveling Companion** or **Your Immediate Family Member** in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
10. Participation by **You, Your Traveling Companion** or **Your Immediate Family Member** as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion 22. is deleted.

For residents of GEORGIA:

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

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

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

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

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

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

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

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

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

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

For residents of HAWAII:

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

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

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**. Claims will be paid within 30 days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

For residents of IDAHO:

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

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

STARR INDEMNITY & LIABILITY COMPANY

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

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **You** cancel the **Covered Trip** before any **Cancellation Penalties** are in effect;
- c. **You** have duplicate coverage for this **Covered Trip**; or
- d. **Your** death.

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

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

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

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

Complications of Pregnancy do not include:

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

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

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

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 5 years after the time required for giving Proof of Loss.

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

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

Idaho Department of Insurance
Consumer Affairs

STARR INDEMNITY & LIABILITY COMPANY

700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043
1-800-721-3272
www.DOI.Idaho.gov

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

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

2. Commission or the attempt to commit a felony by **You, Your Traveling Companion** or **Your Immediate Family Member**, whether insured or not;
7. Participating as a professional in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed 100 feet; spelunking or caving; or rock climbing;
8. **Your** participation as a professional in **Adventure Activities, Winter Activities** or dangerous activities, except as a spectator.
10. Participation as a professional athlete;

ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay benefits for **Accidental Injuries** resulting in a **Loss** as described in the below Table of Losses, that occurs while **You** are on a **Covered Trip**. The loss must occur within 365 days after the date of the **Accident** causing the **Loss**. The Principal Sum is shown in the Schedule of Benefits.

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

TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

Loss with regard to:

- h. Hand or foot, means actual complete severance through and above the wrist or ankle joints;
- i. Eye means an entire and irrecoverable **Loss** of sight.

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**.

KANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

The following is added to the **Policy Cover Page**:

THIS IS A LIMITED POLICY – PLEASE READ IT CAREFULLY.

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

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

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

- a. The Travel Supplier cancels or changes the dates of Your Covered Trip and all penalties are waived;**
- b. You cancel the Covered Trip before any Cancellation Penalties are in effect;**
- c. You have duplicate coverage for this Covered Trip; or**
- d. Your death.**

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

In **SECTION I. GENERAL DEFINITIONS**, the **Domestic Partner** and **Reasonable and Customary** definitions are deleted.

In **SECTION I. GENERAL DEFINITIONS**, the **Actual Cash Value, Covered Expenses, Immediate Family Member,** and **Spouse** definitions are replaced by the following:

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. Incurred while insured under the Policy; and**
- e. That do not exceed the maximum limits shown on the Schedule of Benefits for the relevant stated benefit.**

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

- a. Spouse** or civil union partner;

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

Spouse means **Your** legal spouse or civil union partner.

In **SECTION II. GENERAL PROVISIONS**, the **CANCELLATION BY YOU** and **TIME LIMIT ON CERTAIN DEFENSES** provisions are added:

CANCELLATION BY YOU: **You** may cancel this **Policy** at any time by written notice delivered or mailed to **Us**, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or **Your** death, **We** will promptly return the unearned portion of any premium paid. The earned premium shall be computed on a pro rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

TIME LIMIT ON CERTAIN DEFENSES.

- a. After 2 years from the date of issue of this **Policy**, no misstatements, except fraudulent misstatement, made by the applicant in the application for this **Policy** shall be used to void the **Policy** or to deny a claim for loss incurred after the expiration of such 2 year period.
- b. No claim for loss incurred after 180 days from the date of issue of this **Policy** shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss has existed within 180 days prior to the effective date of this **Policy**.

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 5 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** commit fraud. For the purpose of this provision, fraud means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **ERRORS RELATED TO YOUR COVERAGE** provision is added.

ERRORS RELATED TO YOUR COVERAGE: In the event of errors related to **Your** coverage, **We** have the right to correct benefit payments that are made in error. **You** and/or **Your** providers have the responsibility to return any overpayments to **Us**. **We** have the responsibility to make additional payments if any underpayments have been made. This section does not apply to covered expenses for Accidental Death and Dismemberment.

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

TIME OF PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss. For Accidental Death and Dismemberment, all benefits payable under this **Policy** will be paid immediately upon **Our** receipt of due written Proof of Loss.

PAYMENT OF CLAIMS: 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**.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **SETTLEMENT OF LOSS** provision is removed.

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

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

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion 12. is replaced by the following:

12. Pregnancy and childbirth of the **Insured** or **Traveling Companion** other than **Unforeseen Complications of Pregnancy** if **Hospitalized** during a **Covered Trip**. Pregnancy and childbirth coverage will be provided for an additional required premium as a rider upon request;

All other provisions of the Policy apply.

For residents of KENTUCKY:

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of LOUISIANA:

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

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

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

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

Spouse means **Your** legal spouse .

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

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

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

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

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

When Your Coverage Ends:

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

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

If **You** extend the **Return Date**, coverage will terminate at 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

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

- a. Notify **Us** or **Our Administrator** as soon as possible;
- b. Take immediate steps to protect, save and/or recover the covered property;
- c. Give immediate written notice to the **Common Carrier** or bailee who is or may be liable for the **Loss** or damage; and
- d. Notify the police or other authority within 24 hours in the event of robbery or theft and provide **Us** with a copy of any police report.

For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages to covered property shall be automatically denied by **Your** inability to provide sufficient proof of loss within the time limits and requirements of this **Policy**. The time limit for submission of Proof of Loss will be not less than 180 days. The time limit will not commence as long as a declaration of emergency is in existence and civil authorities are denying **You** access to the property.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us**. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

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

4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a **Physician** and taken in accordance with the **Physician's** recommendations; This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the **Loss**.

For residents of MAINE:

In **SECTION I. GENERAL DEFINITIONS**, **Hospital**, **Injury** or **Injured** definitions are replaced by the following:

Hospital means a facility that:

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

A **Hospital** does not include:

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

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

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

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

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

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

SUBROGATION: To the extent **We** pay for a **Loss** suffered by **You**, **We** will take over the rights and remedies **You** had relating to the **Loss**. **You** must help **Us** to preserve **Our** rights against those responsible for the **Loss**. This may involve signing any papers and taking any other steps **We** may reasonably require. If **We** take over **Your** rights, **You** (or **Your** designated representative if a minor) must sign an appropriate subrogation form supplied by **Us**. Failure to comply with this provision could cancel coverage or deny a claim. **We** will not retain any payments until **You** have been made whole with regard to any claim payable under the **Policy**. **We** will pay a pro-rata share of **Your** attorney's fees incurred in obtaining recovery from another source.

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

When Your Coverage Ends:

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

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

If **You** extend the **Return Date**, coverage will terminate at 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

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

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

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

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

STARR INDEMNITY & LIABILITY COMPANY

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of MARYLAND:

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

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

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

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

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

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

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

For residents of MICHIGAN:

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

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

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

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

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 6 years after the time required for giving Proof of Loss.

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

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

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the following address: Claim Benefit Services, PO BOX 459084, Sunrise, FL, 33345. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

PROOF OF LOSS: The claimant (either **You** or someone acting for **You**) must send **Us** or **Our** authorized designee Proof of Loss within 90 days after a covered **Loss** occurs or as soon as reasonably possible. This must be a detailed, written statement. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 60 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

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

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

4. Claims resulting from expenses incurred and as a result of being under the influence of drugs or substances, during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal

activity, that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to other person(s) listed as **Insureds** on this **Policy**, who are not convicted of the criminal act that resulted in loss;

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

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

For residents of MISSISSIPPI:

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

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

For residents of NEBRASKA:

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

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

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

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

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

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

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

STARR INDEMNITY & LIABILITY COMPANY

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the following address: Claim Benefit Services, PO BOX 459084, Sunrise, FL, 33345. **We** will acknowledge receipt of the notice of claim within 15 days unless such claim is paid within that time period.

SETTLEMENT OF LOSS: Within 15 days after receipt of settlement information or a properly executed Proof of Loss, **We** will advise **You** of the acceptance or denial of the claim. If more time is needed, **We** will notify **You** within 15 days after receipt of settlement information or properly executed Proof of Loss stating the reason more time is needed. If more time is still needed, **We** will notify **You** within 30 days from the initial notification and every 30 days thereafter. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **Us**. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of NEVADA:

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

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

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

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

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

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

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

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

property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

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

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

2. Commission or the attempt to commit a criminal act by **You, Your Traveling Companion** or **Your Immediate Family Member**, whether insured or not. This exclusion will not apply to deny payment to a victim of domestic violence, or an innocent coinsured who is not convicted of the criminal act that resulted in loss;
17. **Your** active participation in **Civil Disorder** or riot or Your active participation in a felony for which **You** are convicted in a court of law;

For residents of NEW JERSEY:

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

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

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

Dependent Child(ren) means **Your** child(ren) and the child(ren) of **Your Civil Union** partner, including an unmarried child, stepchild, legally adopted child or foster child who is:

- a. Less than age 19 or at least age 19 but less than age 23 and regularly attends an accredited school or college; and
- b. Who is primarily dependent on **You** for support and maintenance.

Domestic Partner means a partnership which shall be established in New Jersey when:

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

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

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

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

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of NEW MEXICO:

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

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

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 45 days after receipt of acceptable written Proof of Loss.

All claims will be paid to **You**. All or a portion of all other benefits provided may, at **Our** option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to **You**. In the event **You** are a minor,

incompetent or otherwise unable to give a valid release for the claim, **We** may make arrangements to pay claims to **Your** legal guardian, committee or other qualified representative. Any payment made in good faith will discharge **Our** liability to the extent of the claim.

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 45 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of NORTH CAROLINA:

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

Hospital means a facility that:

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

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

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

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

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

The right to Subrogation does not apply to Travel Medical and Dental Expense, and Emergency Medical Evacuation & Medically Necessary Repatriation, and Accidental Death and Dismemberment coverage.

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

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

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

For residents of NORTH DAKOTA:

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

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

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

When Your Coverage Ends:

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

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

If **You** extend the **Return Date**, coverage will terminate at 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

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

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

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the following address: Claim Benefit Services, PO BOX 459084, Sunrise, FL, 33345. Failure to give notice within such time does not invalidate nor reduce any claim if it was not reasonably possible to give notice during that time, and notice was given as soon as reasonably possible.

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

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

For residents of OHIO:

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

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

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

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

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

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

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

For residents of OKLAHOMA:

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

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

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

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

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

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

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

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

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

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

When Your Coverage Ends:

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

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

If **You** extend the **Return Date**, coverage will terminate at 12:01 A.M., local time, at **Your** location on the day following the **Scheduled Return Date**.

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

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

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**. **We** will advise **You** within 60 days of the acceptance or denial of the claim or if further investigation is needed. If **We** deny **Your** claim, **We** will notify **You**, in writing, the reason for the denial. An additional 20 days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

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

umpire.. Any figure agreed to by two of the three (the appraisers and the umpire) will determine the amount of Actual Cash Value and loss. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

For residents of RHODE ISLAND:

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

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

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

Hospital means an institution that:

- a. Is operated pursuant to law and, with respect to insurers permitted to contract with hospitals, be a contracting hospital;
- b. Is primarily and continuously engaged in providing or operating on its premises or in facilities available to the hospital on a pre-arranged basis and under the supervision of a staff of duly licensed **Physicians**, medical, diagnostic and major surgical facilities for the care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and;
- c. Provides 24 hour nursing service by or under the supervision of registered graduate professional nurses (R.N.'s).

A **Hospital** does not include:

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

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

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

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office,

or to **Our** authorized designee at the following address: Claim Benefit Services, PO BOX 459084, Sunrise, FL, 33345. Failure to give notice within such time does not invalidate nor reduce any claim if it was not reasonably possible to give notice during that time, and notice was given as soon as reasonably possible.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will determine the amount of the **Loss**. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

For residents of SOUTH CAROLINA:

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

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

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

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

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

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

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

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

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

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

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

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

For residents of SOUTH DAKOTA:

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

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

Physician means a licensed health care provider of medical, surgical or dental services acting within the scope of his or her license and rendering care or treatment to **You** that is appropriate for **Your** medical condition(s) and locality where the services are provided. The treating **Physician** may not be **You**, a **Traveling Companion** or an **Immediate Family Member**. If no other **Physician** is available, the treating Physician may be an **Immediate Family Member**.

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 6 years after the time required for giving Proof of Loss.

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

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will pursue an appraisal if mutually-agreed upon by both **You** and **We**. You and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. The results of the appraisers and/or the arbitrator shall be non-binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

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

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

For residents of TEXAS:

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

The **Policy** is primary.

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

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

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

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived;
- b. **You** cancel the **Covered Trip** before any **Cancellation Penalties** are in effect;
- c. **You** have duplicate coverage for this **Covered Trip**; or
- d. **Your** death.

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

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

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

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

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

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

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

MISREPRESENTATION AND FRAUD: To the extent permitted by Texas Insurance Code sections 705.003 and 705.004, **Your** coverage shall be void if, whether before or after a **Loss**, **You** have concealed or misrepresented any material fact or circumstance concerning the **Policy**, the subject thereof or **Your** interest therein or if **You** commit fraud or material misrepresentations in connection with this insurance coverage.

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

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

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

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

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the following address: See Confirmation of Insurance.

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

STARR INDEMNITY & LIABILITY COMPANY

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

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

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

- a. Notify **Us** or **Our Administrator** as soon as possible;
- b. Take immediate steps to protect, save and/or recover the covered property;
- c. Give written notice as soon as reasonably possible to the **Common Carrier** or bailee who is or may be liable for the **Loss** or damage; and
- d. Notify the police or other authority within 24 hours, or as soon as reasonably possible, in the event of robbery or theft and provide **Us** with a copy of any police report.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 5 **Business Days** after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. Within 20 days after the demand, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator within 20 days after all parties are notified of their disagreement. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

NOTICE TO TEXAS POLICYHOLDER

COMPLAINT PROCEDURES

Have a complaint or need help?

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

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

Starr Indemnity & Liability Company

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

Call: Starr Indemnity & Liability Company

Toll-Free: 1-866-519-2522

Email: CustomerService@starrcompanies.com

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

The Texas Department of Insurance

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

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

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

¿Tiene una queja o necesita ayuda?

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

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

STARR INDEMNITY & LIABILITY COMPANY

Starr Indemnity & Liability Company

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

Llame a: Starr Indemnity & Liability Company

Teléfono gratuito: 1-866-519-2522

Correo electrónico: CustomerService@starrcompanies.com

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

El Departamento de Seguros de Texas

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

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

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

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

For residents of UTAH:

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

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

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

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

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

Medically Necessary means:

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

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

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

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

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss.

STARR INDEMNITY & LIABILITY COMPANY

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the following address: Claim Benefit Services, PO BOX 459084, Sunrise, FL, 33345. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within such time and notice of claim is provided as soon as reasonably possible.

PROOF OF LOSS: The claimant (either **You** or someone acting for **You**) must send **Us** or **Our** authorized designee Proof of Loss within 90 days after a covered **Loss** occurs or as soon as reasonably possible. This must be a detailed, written statement. Failure to give notice or file proof of loss as required herein does not bar recovery under the **Policy** if **We** fail to show **We** were prejudiced by the failure.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

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

4. Being intoxicated as determined according to the laws of the jurisdiction in which the loss occurs if such intoxication substantially caused or contributed to the **Loss**, or being under the influence of drugs or narcotics, unless prescribed by a **Physician** and taken in accordance with the **Physician's** recommendations;
17. **Your** voluntary participation in **Civil Disorder**, riot or a felony;
22. Directly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

For residents of VERMONT:

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

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

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

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

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

Covered Expenses means expenses incurred by **You** that are:

- a. For **Medically Necessary** services, supplies, care or treatment;
- b. Due to a **Covered Sickness** or **Accidental Injury**;
- c. Prescribed, performed or ordered by a **Physician**;
- d. **Reasonable and Necessary Charges**;
- e. Incurred while insured under the **Policy**; and
- f. That do not exceed the maximum limits shown on the Schedule of Benefits for the relevant stated benefit.

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

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

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

Pre-Existing Condition means any **Accidental Injury**, **Sickness** or condition of **You**, **Your Traveling Companion** or **Your Immediate Family Member** booked to travel with **You** for which medical advice or treatment was recommended by or received from a **Physician** within the 90 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 90 day period ending on the **Effective Date** and no medical advice, diagnosis, care or treatment has otherwise been received.

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

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

Reasonable and Necessary / Reasonable and Necessary Charges means an expense that:

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

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

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

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

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

MISREPRESENTATION AND FRAUD: **Your** coverage shall be void if, in applying for coverage, **You** have concealed or misrepresented any material fact or circumstance concerning the **Policy**, the subject thereof or **Your** interest therein or if **You** commit fraud or material misrepresentations in connection with this insurance coverage. For fraud or misrepresentation in the presentation of a claim, the claim may be denied and **Your Policy** may be cancelled.

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

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

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

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

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

NOTICE OF CLAIM: Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably practicable. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the address provided in the confirmation of insurance. **We** will notify **You** of the acceptance or rejection of the claim within 15 working days after **We** have received all documentation and materials for the claim.

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

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

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

- a. Notify **Us** or **Our Administrator** as soon as practicable;
- b. Take immediate steps to protect, save and/or recover the covered property;
- c. Give immediate written notice to the **Common Carrier** or bailee who is or may be liable for the **Loss** or damage; and
- d. Notify the police or other authority within 24 hours in the event of robbery or theft and provide **Us** with a copy of any police report.

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid within 10 working days after a settlement has been agreed upon if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written request for an appraisal. After the request, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Loss**. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

STARR INDEMNITY & LIABILITY COMPANY

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

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay benefits for **Accidental Injuries** resulting in a **Loss** as described in the below Table of Losses, that occurs while **You** are on a **Covered Trip**. The loss must occur within 365 days after the date of the **Accident** causing the **Loss**. The Principal Sum is shown in the Schedule of Benefits.

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

TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

Loss with regard to:

- e. Hand or foot, means actual complete severance through and above the wrist or ankle joints;
- f. Eye means an entire and irrecoverable **Loss** of sight.

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**.

For residents of VIRGINIA:

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

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

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

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

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

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

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

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

Spouse means **Your** legal spouse.

In **SECTION II. GENERAL PROVISIONS**, the **EXCESS INSURANCE LIMITATION** provision is deleted.

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

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

In **SECTION II. GENERAL PROVISIONS**, the **INSOLVENCY OR BANKRUPTCY** provision is added:

INSOLVENCY OR BANKRUPTCY: **Your** insolvency or bankruptcy, or the insolvency of **Your** estate, will not relieve **Us** of any of **Our** obligations under the **Policy**.

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

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

All claims will be paid to **You**. All or a portion of all other benefits provided may, with **Your** authorization, 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**.

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Loss**, within 30 days of the disagreement, either **You** or **We** can make a written demand for an appraisal. Within 15 days after the demand, **You** and **We** will each select **Our** own competent appraiser. After examining the facts, each of the two appraisers will give an opinion within 15 days of their selection on the amount of the **Loss**. If they do not agree, they will select an umpire within 15 days from the date of their opinion. 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 umpire and the appraisal process.

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

**STARR INDEMNITY & LIABILITY COMPANY
Administrative Office
399 Park Avenue, 2nd Floor
New York, NY 10022
866-519-2522**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**P.O. Box 1157
Richmond VA 23218
www.scc.virginia.gov/boi
877-310-6560 or 804-371-9185
Fax Number: 804-371-9349**

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

For residents of WEST VIRGINIA:

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

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

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 15 working days following the date **You** and **We** reach an agreement on the amount of loss. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

For residents of WISCONSIN:

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

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

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 30 days of receipt of acceptable written Proof of Loss.

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

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

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

STARR INDEMNITY & LIABILITY COMPANY

will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.

DISAGREEMENT OVER AMOUNT OF LOSS: If there is a disagreement about the amount of the **Actual Cash Value** or the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will each select **Our** own competent and disinterested appraiser within 20 days of the demand. The appraisers will first select a competent and disinterested umpire. If the appraisers are unable to agree upon an umpire for 15 days, **You** or **We** can request that the umpire be selected by a judge of a court of record in the state in which the property is located. After examining the facts, each of the two appraisers will give an opinion on the amount of the **Actual Cash Value** or **Loss**. If they do not agree, they will submit their differences to the umpire. An award in writing of any two of the three (the appraisers and the umpire) will determine the amount of the **Actual Cash Value** or **Loss**. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

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

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

**RESIDENTS OF WISCONSIN
NOTICE TO POLICYHOLDERS**

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

STARR INDEMNITY & LIABILITY COMPANY
Administrative Office
399 Park Avenue, 2nd Floor
New York, NY 10022
866-519-2522

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

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

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For residents of WYOMING:

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

SUIT AGAINST US: No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless there has been full compliance with all of the terms of this **Policy** and no more than 4 years after the time required for giving Proof of Loss.

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

PAYMENT OF CLAIMS: **We** or **Our** authorized designee will pay a claim within 45 days after receipt of acceptable written Proof of Loss.

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

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

SETTLEMENT OF LOSS: Claims for damage and/or destruction shall be paid within 45 days after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable Proof of Loss and the value involved to **Us**.