

**VISITORS TO THE U.S. – PLAN “E” PLUS  
INTERNATIONAL TRAVEL & MEDICAL PROGRAM  
SUMMARY OF COVERAGE**

**Important Notice:** Please keep this document as a general summary of the Insurance. This Summary of Coverage is a brief summary of filed form number IN/OUT-EOC (01/2004) which contains complete details of the coverage. A copy of the Evidence of Coverage (EOC) is available for inspection at the Plan Administrator's office. The Summary of Coverage shall control in the event of any conflict between this Summary of Coverage and the Evidence of Coverage.

**Eligibility:** Non-U.S. citizens who are traveling outside their Home Country. Home Country will mean where you have your true, fixed and permanent home and principal establishment.

**Period of Coverage:** The minimum Period of Coverage under this Plan is ten (10) days, the maximum is twelve (12) months. Benefits can be purchased in monthly periods by paying the appropriate Plan Cost.

Effective Date of Coverage begins on the latest of the following:

1. The date the Company receives a completed application and premium for the Policy Period; or
2. The Effective Date requested on the application; or
3. The moment the Insured Person departs their Home Country airspace.

Expiration Date of Coverage terminates on the earlier of the following:

1. The moment the Insured Person returns to their Home Country, unless otherwise covered under the Home Country Coverage Benefit; or
2. The expiration of twelve (12) months from the Effective Date of Coverage; or
3. The date shown on the Certificate issued by the Company; or
4. The end of the period for which premium has been paid; or
5. The date the Insured Person fails to be considered an Eligible Person; or
6. The maximum benefit amount has been paid.

**SCHEDULE OF BENEFITS:**

All Coverages and Benefits are in U.S. Dollar Amounts	
<i>Medical Maximums:</i> Accident Medical; Sickness Medical	<i>Per Lifetime:</i> Ages 0 – 69: \$100,000; Ages 70 – 79: \$50,000
Deductible – Per Period of Coverage	\$100
Coinsurance	Payable at 80% to \$5,000, then 100% to Medical Maximum
Benefit Period	Period of Coverage
Dental (Emergency)	\$100 per tooth to a maximum of \$500
Emergency Medical Evacuation	Up to \$100,000
Return of Mortal Remains / Cremation	Up to \$25,000
Emergency Reunion	Up to \$25,000
Return of Minor Children	Up to \$10,000
Interruption of Trip	Up to \$5,000
Loss of Baggage	Up to \$250
Accidental Death & Dismemberment (“AD&D”) For Any Reason:	Principal Sum: \$25,000 per Insured/Spouse; \$5,000 per Dependent Child
Result of a Common Carrier:	AD&D as the Result of a Common Carrier \$25,000 per Insured/Spouse; \$10,000 per Dependent Child
Aggregate Limit of Indemnity per Accident:	Five times the principal sum
Home Country Coverage	
Incidental Trips to Your Home Country	60 days per 12 months of coverage up to \$50,000
Extension of Benefits	Up to \$5,000, expenses must be incurred within 30 days of returning to Your Home Country
Assistance	24 hours – Worldwide

**DESCRIPTION OF BENEFITS**

**Medical Expenses:**

This Plan shall pay Reasonable and Customary charges for Covered Expenses, excess of the Deductible and Coinsurance up to the Medical Maximum, incurred by you due to a covered Injury or Sickness which occurred during the Period of Coverage outside your Home Country (except as provided under the Home Country Coverage). The initial Treatment of an Injury or Sickness must occur within thirty (30) days of the date of Injury or onset of Sickness.

Only such expenses which are specifically enumerated in the following list of charges that are incurred within the Benefit Period, and which are not excluded, shall be considered Covered Expenses:

- 1) Charges made by a hospital for semi-private room and board, floor nursing and other services inclusive of charges for professional service and with the exception of personal services of a non-medical nature; provided, however, that expenses do not exceed the hospital's average charge for semiprivate room and board accommodation.
- 2) Charges made for Intensive Care or Coronary Care charges and nursing services.
- 3) Charges made for diagnosis, Treatment and Surgery by a Physician.
- 4) Charges made for an operating room.
- 5) Charges made for Outpatient Treatment, same as any other Treatment covered on an Inpatient basis. This includes ambulatory Surgical centers, Physicians' Outpatient visits/examinations, clinic care, and Surgical opinion consultations.
- 6) Charges made for the cost and administration of anesthetics.
- 7) Charges for medication, X-ray services, laboratory tests and services, the use of radium and radioactive isotopes, oxygen, blood, transfusions, iron lungs, and medical Treatment.
- 8) Charges for physiotherapy as the result of Covered Accident, to a maximum of \$500, if recommended by a Physician for the Treatment of a specific Disablement following hospitalization and administered by a licensed physiotherapist.
- 9) Charges for physiotherapy as the result of Covered Sickness, if recommended by a Physician for the Treatment of a specific Disablement following hospitalization and administered by a licensed physiotherapist.
- 10) Dressings, drugs, and medicines that can only be obtained upon a written prescription of a Physician or Surgeon.
- 11) Local transportation to or from the nearest hospital or to and from the nearest hospital with facilities for required Treatment. Such transportation shall be by licensed ground ambulance only to a limit of \$350, within the metropolitan area in which You are located at that time the service is used. If You are in a rural area, then licensed air ambulance transportation to the nearest metropolitan area shall be considered a Covered Expense.

**Extension of Benefits:**

Your coverage will be extended if You are Hospital confined for a Covered Injury or Sickness and under the care of a Physician on the termination date of Your Period of Coverage. Coverage will terminate on the earlier of the following:

- 1) Thirty (30) days from the end of Your Period of Coverage; or
- 2) The maximum benefit has been paid; or
- 3) Your release from the hospital or Physician care.

**Pre-notification:**

For each scheduled hospital admission or emergency hospital confinement, you or someone on your behalf must contact the Assistance Company for pre-notification as soon as possible, but no later than forty-eight (48) hours prior to the admission to the hospital or the hospital confinement. For emergency hospital confinement, you or someone on your behalf must notify the Assistance Company as soon as possible, but not later than forty-eight (48) hours after the date of admission. Pre-notification does not guarantee or confirm benefits or the payment of said benefits.

**Dental – Emergency Treatment:**

Benefits are paid for Reasonable and Customary expenses in excess of the Deductible and Coinsurance of \$100 per tooth up to a maximum of \$500, for the emergency repair or replacement to sound, natural teeth damaged as the result of a Covered Accident.

**Emergency Medical Evacuation and Repatriation:**

Benefits are paid for Covered Expenses incurred up to the maximum, as stated in the Schedule of Benefits, for any covered Injury or Sickness commencing during the Period of Coverage that result in a Medically Necessary Emergency Medical Evacuation or Repatriation. The decision for an Emergency Medical Evacuation or Repatriation must be pre-approved and arranged by the Assistance Company in consultation with your local attending Physician.

Emergency Medical Evacuation or Repatriation means: a) your medical condition warrants immediate transportation from the place where you are located (due to inadequate medical facilities) to the nearest adequate medical facility where medical Treatment can be obtained; or b) after being treated at a local medical facility, your medical condition warrants transportation with a qualified medical attendant to your Home Country to obtain further medical Treatment or to recover; or c) both a) and b) above.

Covered Expenses are expenses for transportation, medical services and medical supplies necessarily incurred in connection with Emergency Medical Evacuation or Repatriation. All transportation arrangements must be by the most direct and economical route. Expenses for special transportation and medical supplies and services must be: a) pre-approved and ordered by the Assistance Company and b) required by the standard regulations of the conveyance transportation. Transportation means any land, water or air conveyance required to transport you. Special transportation includes, but is not limited to, licensed ground and air ambulances, commercial airlines, and private motor vehicles.

**Return of Mortal Remains / Cremation:**

Benefits will be paid for Reasonable and Customary Covered Expenses incurred up to the maximum, as stated in the Schedule of Benefits, to return your remains to your Home Country, if you should die. Covered Expenses include, but are not limited to, expenses for embalming or Cremation, a minimally necessary container appropriate for transportation, shipping costs, and the necessary government authorizations. All Covered Expenses in connection with a Return of Mortal Remains or Cremation must be pre-approved and arranged by the Assistance Company.

**Emergency Medical Reunion:**

When the Assistance Company and your attending Physician determine that it is necessary and prudent for you to have an Emergency Medical Evacuation or Repatriation, this Plan will arrange to bring an individual of your choice, from your current Home Country, to be at your side while you are hospitalized and then accompany you during your return to your current Home Country. Benefits will be paid up to the maximum, as stated in the Schedule of Benefits, for a round-trip economy airfare ticket as well as for reasonable travel and accommodation expenses up to a maximum of ten (10) days, as pre-approved and arranged by the Assistance Company.

**Return of Minor Child(ren):**

Should you be traveling alone and are hospitalized because of a covered Injury or Sickness and your Minor Child(ren) is/are left unattended, this Plan will arrange for a one way economy fare(s) to your current Home Country. If an attendant/escort is necessary to ensure the safety and welfare of your Minor Child(ren), this Plan will also arrange these services. The Plan will pay for these services up to the maximum, as stated in the Schedule of Benefits, provided all transportation and services are pre-approved and arranged by the Assistance Company. Meals and lodging are your responsibility.

**Interruption of Trip:**

If your trip is interrupted due to one of the following reasons:

1. Death of a Family Member
2. Serious damage to your principal residence from fire, flood or similar natural disaster (tornado, earthquake, hurricane, etc.)

Benefits will be paid up to the maximum as stated in the Schedule of Benefits for the cost of economy travel less the value of applied credit from an unused return travel ticket to return you home to your area of principal residence.

**Loss of Baggage:**

This Plan will reimburse you for loss, theft or damage to your baggage or personal effects, checked with a Common Carrier provided you have taken all reasonable measures to protect, save and/or recover your property at all times. This Plan is secondary to any coverage provided by a Common Carrier and all other valid and collective insurance. This Plan will pay the lesser of: 1) The actual cash value (cost less proper deduction for depreciation at the time of loss, theft or damage); 2) The cost to repair or replace the article with material of a like kind and quality; or 3) \$50 per article, to a maximum of \$250.

**Accidental Death & Dismemberment:**

Benefits shall be paid to you if you sustain an accidental Injury. The Injury must occur during the Period of Coverage, and death or dismemberment as a result of that accident must occur within 365 days from the date of Accident. Benefits payable for any such loss shall be in accordance with the following table: If you incur more than one Loss stated in the following Table as the result of one Accident, only the largest amount shall be payable.

Description of Loss	Percent of Principal Sum
Life	100%
Both Hands or Both Feet or 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%
Quadriplegia	100%
Paraplegia (total paralysis of both lower limbs)	75%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body)	50%
Uniplegia (total paralysis of one limb)	20%

**Home Country Coverage:**

**Incidental Trips to Your Home Country** – This benefit covers you for Incidental Trips to Your Home Country for up to sixty (60) days per twelve (12) months of purchased coverage or pro rata thereof (i.e. approximately five (5) days per month of purchased coverage). If during an incidental trip home, the Insured suffers an Injury or Sickness, this Plan shall pay up to the maximum as stated in the Schedule of Benefits of Covered Expenses for that Injury or Sickness. Treatment for this Injury or Sickness must occur within the Insured’s Home Country while on the incidental visit. Please note: If you do not use your Home Country Coverage days within your Period of Coverage, they do not extend after your Expiration Date.

**Home Country Extension of Benefits** – The Plan shall pay up to the maximum as stated in the Schedule of Benefits for Covered Expenses incurred in your Home Country related to an Injury or Sickness which occurred, was diagnosed and treated outside your VSC – Program Reference #HTPIO9269

Home Country during your period of coverage. Only those covered expenses incurred within thirty (30) days of your return to your Home Country shall be considered eligible.

**Optional Hazardous Sports Coverage: (Only available if selected when your original Plan was purchased and appropriate premium was paid):** Benefits will be paid up to the Plan Maximum if you become injured while participating in any of the following sports: Hang gliding, parachuting, bungee jumping, snowmobiling, jet skiing, water skiing, snow skiing, spelunking, parasailing, and snowboarding.

## **PLAN DEFINITIONS**

**Benefit Period** shall mean the allowable time period you have to receive Treatment for a Covered Injury or Sickness.

**Coinsurance** shall mean the percentage amount of Covered Expenses, after the Deductible, which is your responsibility to pay.

**Company** shall mean Virginia Surety Company, Inc.

**Deductible** shall mean the amount of Covered Expenses which is your responsibility to pay before benefits under the Plan are payable.

**Family Member** shall mean your spouse, parent, sibling or child.

**Home Country** shall mean the country where you have your true, fixed and permanent home and principal establishment.

**Inpatient** shall mean if you are confined in an institution and are charged for room and board.

**Mountaineering** shall mean the sport, hobby or profession of walking, hiking and climbing up mountains either: 1) utilizing harnesses, ropes, crampons, or ice axes; or 2) ascending 4,500 meters or above.

**Outpatient** shall mean if you receive care in a hospital or another institution, including; ambulatory surgical center; convalescent/skilled nursing facility; or Physician's office, for an Injury or Sickness, but you are confined and are not charged for room and board.

**Parachuting** shall mean an activity involving the breaking of a free fall from an airplane using a parachute.

**Pre-existing Condition** shall mean any condition for which a licensed Physician was consulted, or for which Treatment or Medication was prescribed, or for which manifestations or symptoms would have caused a person to seek medical advice thirty-six (36) months prior to the Effective Date of coverage under the Policy.

**Reasonable and Customary** shall mean the maximum amount that the Plan determines is Reasonable and Customary for Covered Expenses you receive, up to but not to exceed charges actually billed. The determination considers: 1) amounts charged by other Service Providers for the same or similar service in the locality where received, considering the nature and severity of the bodily Injury or Sickness in connection with which such services and supplies are received; 2) any usual medical circumstances requiring additional time, skill or experience; and 3) other factors included but not limited to, a resource based relative value scale.

**Treatment** means a specific in-office or hospital physical examination of or care rendered to you; consultation; diagnostic procedures and services; Surgery; medical services and supplies, including medication prescribed or provided by a Service Provider.

**You, Your or Insured** shall mean Insured Person.

## **EXCLUSIONS AND LIMITATIONS**

No Benefit shall be payable for Accident Medical, Sickness Medical, Dental, Emergency Medical Evacuation/Repatriation, Return of Mortal Remains, Emergency Medical Reunion, and Return of Minor Child(ren), as the result of:

1. Any Pre-existing Condition as defined hereunder. This exclusion does not apply to Emergency Evacuation/Repatriation or Return of Mortal Remains;
2. Injury or Sickness which is not presented to the Company for payment within three (3) months of receiving Treatment;
3. Charges for Treatment which is not Medically Necessary;
4. Charges provided at no cost to you;
5. Charges for Treatment which exceed Reasonable and Customary charges;
6. Charges incurred for Surgery or Treatments which are Experimental/Investigational, or for research purposes;
7. Services, supplies or Treatment, including any period of hospital confinement, which were not recommended, approved and certified as Medically Necessary and reasonable by a Physician;
8. Suicide or any attempts thereof, while sane; or self destruction or any attempt thereof, while insane;
9. Any consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to, or arising in connection with:

- a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war
- b) mutiny, riot, strike, military or popular uprising insurrection, rebellion, revolution, military or usurped power
- c) acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence
- d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege (hereinafter for the purposes of this Exclusion called the "Occurrences")

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, arising in connection with, any of the said Occurrences shall be deemed to be consequences for which the Plan shall not be liable for, except to the extent that you prove that such consequence happened independently of the existence of such abnormal conditions;

- 10. Injury sustained while participating in professional athletics;
- 11. Injury sustained while participating in Amateur or Interscholastic Athletics. This exclusion does not apply to non-competitive, recreational or intramural activities.
- 12. Routine physicals, immunizations or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations, except in the course of a Disablement established by a prior call or attendance of a Physician;
- 13. Treatment of the Temporomandibular joint;
- 14. Vocational, speech, recreational or music therapy;
- 15. Services or supplies performed or provided by a Relative of yours, or anyone who lives with you;
- 16. Cosmetic or plastic Surgery, except as the result of a covered Accident; for the purposes of this Plan, Treatment of a deviated nasal septum shall be considered a cosmetic condition;
- 17. Elective Surgery which can be postponed until you return to your Home Country, where the objective of the trip is to seek medical advice, Treatment or Surgery;
- 18. Treatment and the provision of false teeth or dentures, normal ear tests and the provision of hearing aids;
- 19. Eye refractions or eye examinations for the purpose of prescribing corrective lenses for eyeglasses or for the fitting thereof, unless caused by Accidental bodily Injury incurred while covered hereunder;
- 20. Treatment in connection with alcoholism and drug addiction, or use of any drug or narcotic agent, unless otherwise covered under this policy;
- 21. Injury sustained while under the influence of or Disablement due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician for a condition which is covered hereunder, but not for the Treatment of drug addiction;
- 22. Any Mental and Nervous disorders or rest cures;
- 23. Congenital abnormalities and conditions arising out of or resulting there from;
- 24. Expenses which are non-medical in nature;
- 25. Expenses as a result of, or in connection with, intentionally self-inflicted Injury or Sickness;
- 26. Expenses as a result of, or in connection with, the commission of a felony offense;
- 27. Injury sustained while taking part in mountaineering; hang gliding; parachuting; bungee jumping; racing by horse, motor vehicle or motorcycle; snowmobiling; motorcycle/motor scooter riding; scuba diving involving underwater breathing apparatus, unless PADI or NAUI certified; water skiing; snow skiing; snowboarding; spelunking; and parasailing; *Optional Hazardous Sport Coverage - the following are covered if the required premium has been paid: Hang gliding, Parachuting, bungee jumping, snowmobiling, jet skiing, water skiing, snow skiing, spelunking, parasailing and snowboarding.*
- 28. Treatment paid for or furnished under any other individual or group policy or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for Treatment without any cost to you;
- 29. Dental care, except as the result of Injury to natural teeth caused by Accident, unless otherwise covered under this Plan;
- 30. Routine Dental Treatment;
- 31. For Pregnancy or Sickness resulting from Pregnancy, childbirth, or miscarriage;
- 32. For miscarriage resulting from Accident;
- 33. Drug, Treatment or procedure that either promotes or prevents conception, or prevents childbirth, including but not limited to: artificial insemination, Treatment for infertility or impotency, sterilization or reversal thereof;
- 34. Treatment for human organ tissue transplants and their related Treatment;
- 35. Expenses incurred while in your Home Country, except as provided under the Home Country Coverage and Home Country Extension of Benefits Coverage;
- 36. Injury sustained as the result of the Insured Person operating a motor vehicle while not properly licensed to do so in the jurisdiction in which the motor vehicle accident takes place;
- 37. Covered Expenses incurred for which the Trip to the Host Country was undertaken to seek medical Treatment for a condition;
- 38. Covered Expenses incurred during a Trip after your Physician has limited or restricted travel;
- 39. Sex change operations, or for Treatment of sexual dysfunction or sexual inadequacy;
- 40. Weight reduction programs or the surgical Treatment of obesity;
- 41. Expenses resulting from Acquired Immune Deficiency Syndrome (AIDS), Aids-Related Complex (ARC) or the Human Immunodeficiency Virus (HIV).

No Benefit shall be payable for Accidental Death and Dismemberment as the result of:

1. Suicide, or attempt thereof, while sane; or self destruction, or any attempt thereof, while insane;
2. Disease of any kind; Bacterial infections, except pyogenic infection, which shall occur through an accidental cut or wound;
3. Hernia of any kind;
4. Injury sustained while you are riding as a pilot, student pilot, operator or crew member, in or on, boarding or alighting from, any type of aircraft;
5. Injury sustained while you are riding as a passenger in any aircraft (a) not having a current and valid Airworthy Certificate and (b) not piloted by a person who holds a valid and current certificate of competency for piloting such aircraft;
6. Any consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to, or arising in connection with:
  - a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war
  - b) mutiny, riot, strike, military or popular uprising insurrection, rebellion, revolution, military or usurped power
  - c) acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence
  - d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege (hereinafter for the purposes of this Exclusion called the "Occurrences")

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed to be consequences for which the Plan shall not be liable, except to the extent that you can prove that such consequence happened independently of the existence of such abnormal conditions;

7. Service in the military, naval or air service of any country;
8. Flying in any aircraft being used for, or in connection with, acrobatic or stunt flying, racing or endurance tests;
9. Flying in any rocket-propelled aircraft;
10. Flying in any aircraft being used for, or in connection with, crop dusting or seeding or spraying, fire fighting, exploration, pipe or power line inspection, any form of hunting or herding, aerial photography, banner towing or any experimental purpose;
11. Flying in any aircraft which is engaged in any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted;
12. Sickness of any kind;
13. Being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified Physician or surgeon;
14. Injury occasioned or occurring while you are committing or attempting to commit a felony or to which a contributing cause was your being engaged in an illegal occupation;
15. While riding or driving in any kind of competition;
16. This plan does not insure against loss or damage (including death or Injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

No Benefit will be payable for Trip Interruption as the result of:

1. You, Your Traveling Companion or Your Traveling Companion's family has made changes to personal plans; having business or contractual obligations; being unable to obtain necessary travel documents (passports, visas, etc.); being detained or having property confiscated by customs authorities; carrier caused delays (including bad weather);
2. Prohibition or regulatory by any government; default of yacht charter companies; default of the organization from which You have purchased Your trip arrangements.

No Benefit will be payable for Baggage Loss and Delay as the result of:

1. Aircraft, automobiles, automobile equipment, motors, motorcycles, bicycles (except bicycles when checked as baggage with a common carrier,) boats or other conveyances or their accessories;
2. Animals;
3. Artificial teeth or limbs, hearing aids;
4. Sunglasses, contact lenses or eyeglasses;
5. Documents of any kind, including but not limited to documents, bills, currency, deeds, evidences of debt, letters of credit, stamps, credit cards, money, notes, securities, transportation or other tickets;
6. Household furniture or furnishings.

**PERSONAL LIABILITY:**

**SCHEDULE OF BENEFITS**

<b>Plan</b>	<b>Limit per claim</b>	<b>Deductible Per Claim</b>	<b>Aggregate Limit Per Person</b>	<b>Medical Payments Coverage</b>	<b>Additional Living Expense</b>	<b>Payment of Deductible Under Homeowner's</b>
<b>Visitors to the U.S. Plan E Plus</b>	<b>\$100,000</b>	<b>\$100</b>	<b>\$200,000</b>	<b>\$25,000</b>	<b>\$10,000</b>	<b>\$1,000</b>

**DEFINITIONS**

“AUTOMOBILE” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto).

“BODILY INJURY” means bodily injury, sickness or disease sustained by any person, including death. It does not include any communicable disease.

“CLAIM(S)” means a demand for money or the service of a suit naming an INSURED and alleging an INCIDENT. CLAIMS do not include proceedings seeking injunctive or other non-pecuniary relief.

“CLAIMS EXPENSES” means:

- (a) Fees charged by an attorney or attorneys designated by the Company and all other fees, costs, and expenses resulting from the investigation, adjustment, defense settlement and appeal of a CLAIM, suit or proceeding arising in connection therewith, if incurred by the Company, or incurred by the INSURED with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company, or fees and expenses of independent adjusters;
- (b) All costs against the INSURED in such suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited, whether in court or otherwise, that part of the judgment which does not exceed the limit of the Company’s liability thereon;
- (c) Premiums on appeal bonds and premiums on bonds to release attachments in such suits, but not for bond amounts in excess of the applicable limit of liability of this policy. The Company shall have no obligation to pay for or furnish any bond;
- (d) Up to \$250 for loss of earnings to each INSURED for each day or part of a day of their attendance at the Company’s request at a trial, hearing or arbitration proceeding involving a civil suit against such INSURED for covered DAMAGES, but the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same INCIDENTS shall in no event exceed \$5,000.

“DAMAGES” means compensatory judgments, settlement or awards, but does not include fines or penalties, the return of fees or other consideration paid to the INSURED.

“HOST FAMILY” means the person(s) responsible for providing the INSURED’s room, board, general welfare, and care while on a Covered Trip/Program.

“INCIDENT” means any act or omission committed by the INSURED during the Policy Term which unexpectedly, unintentionally, and suddenly results in BODILY INJURY, PROPERTY DAMAGE or PERSONAL INJURY provided the act or omission committed by the INSURED was during the POLICY TERM.

“INSURED LOCATION” means (1) the HOST FAMILY’s residence premises and the part of any other premises, structures and grounds used by the Insured; or (2) Any part of a premises where an Insured is temporarily staying. An INSURED LOCATION does not include coverage for PROPERTY DAMAGE to property rented to, occupied by, used by, or in the care of any INSURED, to the extent that the INSURED is required by contract to provide insurance.

“MOBILE EQUIPMENT” means a land vehicle (including any machine or apparatus attached thereto, whether or not self-propelled), (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to any INSURED, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment, or (5) anything with a motor that rolls, flies or dives, such as snowmobiles, mopeds, motorbikes, dirt bikes or (6) anything that flies such as parasails, parachutes and hang gliders.

“PERSONAL INJURY” means:

- (a) false arrest, detention or imprisonment, wrongful entry or eviction, other invasion of private occupancy, or malicious prosecution; or

- (b) the publication or utterance of a libel, slander or other defamatory or disparaging material; or
- (c) a publication or an utterance in violation of an individual's right of privacy; or
- (d) shock, mental anguish, or mental injury.

PERSONAL INJURY does not include the transmission intentionally or unintentionally of any Illness, sickness or disease by the INSURED to anyone, or any consequence resulting from that Illness, sickness or disease.

“PROPERTY DAMAGE” means:

- (a) physical Injury to or destruction of tangible property, including the loss of use thereof at any time resulting there from; or
- (b) loss of use, or loss of the value of tangible property which has not been physically injured or destroyed.

**Personal Liability Insurance Coverage:**

The Company will pay on behalf of the INSURED all sums which the INSURED shall become legally obligated to pay as DAMAGES for personal liability CLAIMS first made against the INSURED and reported to the Company, during the Policy Term that his endorsement is in effect, arising out of any INCIDENT covered under this Policy, provided always that such INCIDENT happens:

- (a) on or after the Policy Effective Date on which this endorsement becomes effective; or
- (b) on or after the effective date of the earliest claims-made policy issued by the Company covering the INSURED to which this is a continuous renewal.

For any claim brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, the Company shall have the right and duty to defend any suit against the INSURED seeking DAMAGES to which this insurance applies even if any of the allegations of the suit are groundless, false or fraudulent. The Company may make such investigation and settlement of any CLAIM, or suit as it deems expedient. With respect to claims brought or suits instituted in courts elsewhere than within the United States of America (including its territories and possessions), Puerto Rico or Canada, the Company shall have the right, but not the duty, to:

- 1) Defend any suit; and
- 2) Make such investigation, negotiation and settlement of any claim or suit as the Company deems expedient.

Any claim or suit which the Company elects not to investigate, settle or defend, the INSURED, under the Company's supervision, will make or cause to be made, such investigation and defense as may be reasonably necessary. Subject to prior authorization by the Company, the INSURED will effect, to the extent possible, such settlements as the Company and the INSURED deem prudent. The Company will reimburse the INSURED for the cost of any such investigation, settlement or defense, in the currency of the United States of America at the rate of exchange prevailing on the date of payment.

In no event shall the Company be obligated to pay DAMAGES or CLAIM EXPENSES or to defend, or continue to defend, any suit after the applicable limit of the Company's liability has been exhausted by payment of DAMAGES and/or CLAIM EXPENSES.

**OTHER INSURANCE**

If other valid and collectible insurance is available to the INSURED for a covered loss under Coverage A, Personal Liability Insurance Coverage, the Company's obligations are limited as follows:

- (a) Primary Insurance:

This insurance is primary over the PARTICIPATING ORGANIZATION'S liability insurance. If this insurance is primary, our obligations are not affected unless any insurance other than the PARTICIPATING ORGANIZATION'S insurance is also primary. Then we will share with all that other insurance by the Method of Sharing described in (b) below.

- (b) Method of Sharing:

If the other insurance permits the contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

The Policy provides excess coverage over and above insurance which may cover the INSURED, HOST FAMILY or a third party involved in an Occurrence. The amount paid is pursuant to the applicable coverage provision(s) of the Policy and is reduced by the amount payable by any such Underlying Insurance.

**Medical Payments Coverage**

The Company will pay up to the maximum listed in the Liability Schedule of Benefits on behalf of the INSURED for Medical Expenses that are incurred or medically ascertained within fifty-two (52) weeks after the date of the INCIDENT and which result from an INCIDENT causing BODILY INJURY to:

- (a) A person who is on the INSURED LOCATION with the permission of the HOST FAMILY, if the INCIDENT is caused by the activities of the INSURED or by an animal owned by, or in the care of, an INSURED.
- (b) A person not on the INSURED LOCATION, if the INCIDENT is caused by the activities of an INSURED or by an animal owned by, or in the care of, an INSURED.

Medical Expenses are defined as those expenses recommended and approved by a Physician for hospital room and board, use of an operating room, emergency room, ambulatory medical center, fees of Physicians and nurses, laboratory tests, prescription medicines or drugs, anesthetics, transfusions, diagnostic testing, and therapeutics.

The Company will pay the benefit pursuant to this provision only after due proof of the Medical Expenses incurred has been submitted to the Company.

This coverage does not apply to the INSURED or to a dependent of an INSURED.

#### **Additional Living Expenses Coverage**

If an INCIDENT caused by the activities of the INSURED results in the INSURED LOCATION becoming unfit to live in, the Company will pay for any necessary increase in living expenses incurred by the HOST FAMILY so that the household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage to the INSURED LOCATION or, if the HOST FAMILY permanently relocates, the shortest time required for the HOST FAMILY to settle elsewhere. The Company will pay the HOST FAMILY benefits up to the maximum listed in the Liability Schedule of Benefits on behalf of the INSURED per POLICY TERM for Additional Living Expenses.

Payment: The Company will pay the benefit pursuant to this provision only after due proof of the additional living expenses incurred has been submitted to the Company.

#### **Payment of Deductible Under Homeowner's Insurance Coverage**

If an INCIDENT caused by the activities of the INSURED results in a claim being paid under a valid and collectible homeowner's insurance policy of the HOST FAMILY covering the INSURED LOCATION, the Company will pay the HOST FAMILY for the loss incurred up to the amount of the deductible under the HOST FAMILY's homeowner's insurance policy, not to exceed the maximum listed in the Liability Schedule of Benefits per INSURED per POLICY TERM.

Payment: The Company will pay the benefit pursuant to this provision only after due proof of the deductible amount which was incurred has been submitted to the Company

#### **LIMIT OF LIABILITY – CLAIMS**

Regardless of the number of INSUREDS under this Policy, the number of persons or organizations which sustain injury, or the number of CLAIMS made or suits brought, the Company's liability for the Coverages provided is stated in the Schedule of Benefits.

Notwithstanding the limit of liability identified in the Schedule of Benefits, a sub-limit of \$25,000 each claim and aggregate, as part of and not in addition to the limit of liability identified in the Schedule for Benefits, shall constitute the only limit of liability available for all DAMAGES and CLAIMS EXPENSES arising out of or attributable to any suit brought against any INSURED alleging, in whole or part, sexual assault, abuse, molestation or habitual neglect, or licentious, immoral, amoral, other behavior that was threatened, committed or alleged to have been committed, by an INSURED or by any person for whom the INSURED is legally responsible. This sub-limit is inclusive of all expenses derived from or based upon the defense of any above described act. This sub-limit of liability shall constitute the only limit of liability available for all DAMAGES and CLAIM EXPENSES arising from the above described acts and no other limit of liability shall be available for any DAMAGES or CLAIM EXPENSES arising from the above described acts.

The limit of liability stated in the Schedule of Benefits as applicable to "each claim" is the limit of the Company's liability for all DAMAGES because of each CLAIM covered hereby. All CLAIMS arising from the same or related INCIDENT shall be considered a single CLAIM for the purpose of this insurance and shall be subject to the same limit of liability. The limit of liability stated in the Schedule of Benefits as "AGGREGATE" is, subject to the above provision respecting "each claim", the total limit of the Company's liability under this Policy for all DAMAGES as a result of all CLAIMS made and reported to the Company during the POLICY TERM, including any Extended Reporting Period. CLAIMS EXPENSES are included within the applicable limit of liability stated in the Schedule of Benefits.

#### **WHEN CLAIM IS TO BE CONSIDERED AS FIRST MADE**

- (a) When the Company first receives written notice from the INSURED, that a CLAIM has been made, or
- (b) When the Company first receives written notice from the INSURED, of specific circumstances involving a particular person or entity which may result in a CLAIM.

All CLAIMS arising out of the same or related INCIDENT shall be considered as having been made at the time the first such CLAIM is made, and shall be subject to the same limit of liability.

#### **GENERAL PROVISIONS**

**ACTION AGAINST THE COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, but not until the amount of the INSURED's obligation to pay shall

have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

**ASSIGNMENT:** The interest of any INSURED is not assignable. If any INSURED shall die or be judged incompetent, this insurance shall thereupon terminate for such person but shall cover the INSURED's legal representative as the INSURED with respect to liability previously incurred and covered by this insurance.

**ASSISTANCE AND COOPERATION OF INSURED IN THE EVENT OF CLAIM OR SUIT:** Upon the INSURED becoming aware of any INCIDENT which could reasonably be expected to be the basis of a CLAIM covered hereby, written notice shall be given by the INSURED to the Company together with the fullest information obtainable. If CLAIM is made or suit is brought against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons or other process received by the INSURED or the INSURED's representative. The INSURED shall cooperate with the Company and, upon the Company's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the INSURED because of DAMAGES with respect to which this insurance applies. The INSURED shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The INSURED shall not, except at the INSURED's own cost, voluntarily make any payments, assume any obligation or incur any expense.

**CURRENCY:** All premiums must be paid to the Company, and the Company will pay all benefits, in the currency of the United States of America at the rate of exchange prevailing on the date of payment.

**POLICY TERM:** With respect to each INSURED, the POLICY TERM shall begin when an INSURED's coverage begins and terminate when an INSURED's coverage ends as stated in the General Provisions of the Policy.

**REIMBURSEMENT:** While the Company has no duty to do so, if the Company pays DAMAGES or CLAIMS EXPENSES:

- (a) within the amount of the applicable deductible; or
- (b) in excess of the applicable limit of liability,

the INSURED shall, upon written demand, repay such amounts to the Company within thirty (30) days thereof. Failure to pay any amounts indicated above may lead to policy cancellation and the INSURED shall not have the right to any Extended Reporting Period option.

**SUBROGATION:** If the Company makes a payment under the Policy and the person to or for whom payment was made has a right to recover damages from another, the Company shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable the Company to exercise the Company's rights; and
2. Nothing after the loss to prejudice those rights.

If the Company makes a payment under the Policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for the Company the proceeds of the recover; and
2. Reimburse the Company to the extent of the Company's payment.

## **LIABILITY LIMITATIONS AND EXCLUSIONS**

This insurance does not apply to any CLAIM or suit:

- for BODILY INJURY or PROPERTY DAMAGE arising out of the ownership, maintenance, operation, use, loading or unloading of any AUTOMOBILE, watercraft, MOBILE EQUIPMENT or aircraft owned or operated by or rented or loaned to any INSURED, other than as a passenger;
- based on or arising out of liability assumed by the INSURED under any contract or agreement, except liability arising out of the performance of written duties required by the Participating Organization as part of the Covered Trip/Program;
- arising out of discrimination on the basis of age, sex, race, creed, religion, marital status, national origin or sexual preference by any INSURED, including PERSONAL INJURY resulting there from;
- arising from the transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS), any AIDS-related virus or any other disease transmitted through sexual contact or another person's body fluids;
- based on or arising out of an actual or attempted dishonest, fraudulent, criminal act, act of violence, or malicious act or omission or deliberate misrepresentation committed by, at the direction of, or with the knowledge of any INSURED, including intentional tortious acts;
- arising from acts by any INSURED expected or intended to cause BODILY INJURY or PROPERTY DAMAGE sustained; (This exclusion does not apply to BODILY INJURY resulting from the use of reasonable force to protect person or property.);
- arising from any obligation for which the INSURED or any carrier as their insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- of PROPERTY DAMAGE to:

- a) property owned or being transported by the INSURED, or
- b) property rented to, occupied by or in the care of the INSURED;
- brought against any INSURED alleging, in whole or part sexual assault, abuse, molestation, corporal punishment or physical or mental abuse, or habitual neglect, or licentious, immoral, amoral other behavior that was threatened, committed, or alleged to have been committed, by any INSURED or by any person for whom the INSURED is legally responsible; however, notwithstanding the foregoing, the INSURED shall be protected under the terms of this policy as to any claim and/or allegation which may be covered by the policy upon which suit may be brought against him, for any such alleged behavior by an INSURED unless a judgment or a final adjudication adverse to the INSURED shall establish that such behavior occurred as an essential element of the cause of action so adjudicated;
- for injuries caused by or contributed to by the use, sale, manufacture, delivery, transfer or possession of controlled substances except as administered by a Physician;
- for BODILY INJURY OR PROPERTY DAMAGE arising from the use of alcohol, intoxicants drugs or narcotics, except as prescribed by a licensed Physician;
- for BODILY INJURY or PROPERTY DAMAGE due to war, whether or not declared, civil insurrection, rebellion or revolution or to any act or condition incidental to any of the foregoing;
- for PERSONAL INJURY or BODILY INJURY to the INSURED or to a dependent of the Insured;
- brought against any INSURED arising out of the INSURED'S business pursuits, investments, or other for profit activities;
- for BODILY INJURY or PROPERTY DAMAGE caused directly or indirectly by nuclear reaction, radiation, contamination whether radioactive or not, regardless of how it was caused;
- for BODILY INJURY or PROPERTY DAMAGE caused directly or indirectly by pollution or asbestos, regardless of how it was caused;
- The INSURED'S rendering of daycare services when such services are for persons other than the HOST FAMILY's children;
- for BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE arising out of participating in high-risk sports including: Hunting activities, boxing, combat sports, mountaineering or rock climbing, potholing, aerial sports, heli-skiing, motorized racing or speed trials, bungee jumping, scuba diving (unless the INSURED has the qualifications recognized by the competent local authority in the contracted destination), wild water rafting, jet-skiing, professional sports, and participation in competitive sporting events of any kind;
- for BODILY INJURY or PROPERTY DAMAGE among or between INSUREDS traveling together and INSUREDS and their accompanying relatives.