

Broker Services Provided By:



Underwritten By:



Policy Number: **GPT4850976** 

24/7 Travel Assistance Services Provided By:





Claremont Graduate University



CRIPPS







# THE CLAREMONT COLLEGES

### **Benefit Questions?**

Contact <u>global@gallagherstudent.com</u> if you have any general questions about how to use your insurance plan and what benefits are covered. We are the broker that works directly with your school to manage the insurance program for all travelers. A member of our team with follow up with you within 24 hours.

Zurich Travel Assist 24/7 Travel Assistance Services – World Travel Protection (WTP)

Contact Zurich Travel Assist 24/7 Travel Assistance by calling **+1-416-977-8305** (from inside the US) or **+1-800-667-2523** (from outside of the US). The Global team at Gallagher works closely with the 24/7 travel assistance team at Zurich Travel Assist to monitor all cases for our client schools. When you call one of the telephone numbers above you will be greeted by the Zurich Travel Assist team and you will be connected with a customer service representative. Zurich Travel Assist is your lifeline while you are traveling. If you have general questions about your upcoming trip, a pre-existing condition or if would like to schedule an appointment with a doctor, please be sure to call Zurich Travel Assist before you leave.



**Before you travel** outside your home country, you should prepare yourself by logging onto the Zurich Travel Assist website where you can sign up for health and security email alerts or review country-specific reports that will make you an informed traveler.

- 1. Visit <u>www.zurichtravelassist.com</u> for an overview of the services you have available to you.
- 2. Click on the "Travel Risk & Security" tab to access the Travel Intelligence Portal.
- 3. You will be asked to create your account by registering with your policy number.
- 4. Input your information and create a password (you can use a personal or school email address).
- 5. You will then be directed to the website portal where you can login using your username and password.
- 6. After you create your account, please visit the Google Play or App Store to download the **TravelKit** mobile app to your phone. Look for this icon:
- 7. Open the app and use your username and password to login to the app.

**While abroad**, Zurich Travel Assist will help locate a qualified health care provider, receive a prescription or simply answer any general medical or security concern you may have so you get quality medical care and advice.

**In an emergency,** Zurich Travel Assist can ensure that you get immediate care whether it requires evacuating you to a center of medical excellence or closely monitoring your condition with local doctors. Keep in mind that Zurich Travel Assist can also take care of all the details associated with your situation such as making travel arrangements for family members so you can focus on getting better.













### **Teledoc Services**



For a non-life-threatening sickness, injury, infection or a cold/allergy you can speak with a doctor 24/7 by calling **+1-416-977-8305** (from inside the US) or **+1-800-667-2523** (from outside of the US). This multi-lingual global teleconsultation service will provide you with a convenient way to arrange an appointment with a doctor online or over the phone on your own schedule. You will be given the option to request a video consultation, phone call or email consultation with a licensed doctor.

### **Remote Mental Health Counseling Services**



Living abroad can be both exhilarating and stressful. These are just a few of the challenges living abroad can bring:

- Cultural Adjustments
- A New Environment
- Loneliness and Loss
- Social Pressures
- Pre-existing Conditions

Zurich Travel Assist 24-7 Travel Assistance helps travelers be the best they can be during transition and throughout their journey abroad. Zurich Travel Assist is here to mitigate emergencies through accessible psychological care administered by US based specialists. There is a lack of mental health resources in many countries and things like language and cultural differences can hinder a successful experience.

You can access the remote mental health counseling services 24/7 by calling **+1-416-977-8305** (from inside the US) or **+1-800-667-2523** (from outside of the US).













### **Reimbursement Claims**



In the event you paid out of pocket for a medical claim and are seeking reimbursement for that medical claim:

1. Fill out the Claim Form provided by The Claremont Colleges.

MUDD

2. Please email your completed claim form as well as copies of all doctors' bills and proof of payment (receipts) to <u>Global@gallagherstudent.com</u> and the Gallagher Global Risk Team will assist with all reimbursement claims to ensure timely reimbursement to travelers.

### Schedule of Benefits

**Eligible Travelers** 

**Class I:** All students of the Policyholder while traveling outside their home country and participating in a school sponsored international trip, including 15 day deviation immediately prior to or after said program.

**Class II:** All faculty, staff and guests of the Policyholder while traveling outside their home country and traveling on behalf of the Policyholder, including 15 day deviation immediately prior to or after said program.

Medical Benefits	
Total Maximum per Covered Accident or Sickness	\$250,000
Pre-existing Conditions	Treated as any other medical condition
Deductible	\$0 per Covered Accident or Sickness
Co-insurance Rate	100% of the Usual and Customary Charges
Maximum for Dental Treatment 1. Injury Only 2. Alleviation of Pain	1. \$1,000 maximum 2. \$1,000 maximum
Treatment of Complications of Pregnancy	Treated as any other medical condition
Newborn Nursery Care	\$1,000
Maximum for Room & Board Charges	Average rate of a semi-private room
Home Country Extension	\$25,000

Pomona College Claremont Graduate University SCRIPPS University CLAREMONT	REMONT CKENNA DULLEGE	
FOUNDED 1887 FOUNDED 1925 FOUNDED 1926 FOUNDED 1946 FOUNDED 1955 FOUNDED 1963 FOUNDED 1997 THE CLAREMONT COLLEGES		
<ul><li>Maximum Mental and Nervous Disorders:</li><li>1. Inpatient</li><li>2. Outpatient</li></ul>	<ol> <li>Treated as any other medical condition</li> <li>Treated as any other medical condition</li> </ol>	
<ul><li>Maximum for Prescription Drugs:</li><li>1. Inpatient Co-insurance</li><li>2. Outpatient Co-insurance</li></ul>	<ol> <li>Treated as any other medical condition</li> <li>Treated as any other medical condition</li> </ol>	
Emergency Medical Evacuation Benefit	\$500,000	
Repatriation of Remains Benefit	\$500,000	
<ul> <li>Family/Companion Visit</li> <li>1. Benefit Maximum (Flight)</li> <li>2. Daily Benefit Maximum (Lodging &amp; Meals)</li> <li>3. Hospitalization Waiting Period</li> </ul>	<ol> <li>\$5,000</li> <li>\$500/day for maximum of 10 days</li> <li>No waiting period</li> </ol>	
Travel Inconvenience Benefits		
Travel Delay	\$1,000 (\$200 per day, 3 hour waiting period)	
Security Evacuation Expense Benefit		
Benefit Maximum	\$100,000	
Accident Death & Dismemberment Benefits, Exposure & Disappearance		
Benefit Maximum	\$25,000	

### **Definitions**

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Benefit Schedule.

Accident or Accidental means a sudden, unexpected, and unforeseen event that occurs while the Policy is in force and that is the direct and independent cause of bodily injury to the Insured.

Accommodation means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are secured.

Actual Cash Value means the lesser of an item's original purchase price less depreciation or the replacement cost of such item.

Adverse Weather Conditions means any severe weather condition which prevents the Insured from reaching his/her Destination or delays the scheduled arrival and/or departure of a Common Carrier.



Assistance Provider means Zurich Travel Assist.

Baggage means luggage, personal possessions, and travel documents taken by the Insured on the Covered Trip.

**Bankruptcy** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under the United States Bankruptcy Code.

**Co-Insurance** means the percentage of the eligible expenses shown in the Schedule payable by Us, or Our Assistance Provider on Our behalf, after the Insured pays the applicable Deductible, if any.

**Common Carrier** means any regularly scheduled land, water, or air conveyance operated under a license for the transportation of passengers for hire not including taxicabs or rented, leased or privately owned motor vehicles.

**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. **Complications of Pregnancy** do not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Covered Accident means an Accident that results in a Covered Loss.

**Covered Injury** means bodily injury directly caused by Accidental means that is independent of all other causes, results from a Covered Accident, occurs while the Insured is insured under the Policy, and results in a Covered Loss.

**Covered Loss** means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under the Policy.

**Covered Trip** means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure.** 

**Deductible** means the amount shown in the Schedule for which an Insured is responsible, and such amount will be deducted from any payment made by Us for a Covered Loss. The Deductible equals the amount shown in the Schedule for each Insured and for each occurrence.

Destination means any place where the Insured expects to travel to on his/her Covered Trip.

**Enrollment** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under the **Policy** for a prospective **Insured**.

**Epidemic** means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC).



**Family Member** means the Insured's Spouse, child, Spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, Domestic Partner, foster child, or ward.

**Foreign National** means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Home means the Insured's Primary Residence.

Hospital means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

Hospital does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

Hospitalized or Hospitalization means admitted to a Hospital.

Inaccessible means an Insured cannot reach his/her Destination by any mode of transportation.

Injured, Injury or Injuries means a bodily injury or injuries.

Insured means any person who has arranged to take a Covered Trip.

Limb means an arm or a leg.

**Natural Disaster** means flood, hurricane, tornado, earthquake, volcano, wildfires, inclement weather or blizzard that renders the Insured's Common Carrier unable to provide a travel service due to a shutdown of all local airports for a duration of greater than 36 hours.

**Personal Effects** means items such as clothing and toiletry items that are included in the Insured's Baggage and are required for the Insured's Covered Trip.

Normal Pregnancy means a pregnancy that is not considered a Complication of Pregnancy.

Other Covered Event means an unforeseeable event or its consequences that:



(i) is outside of the Insured's control and outside of the control of the Insured's Family Member traveling with the Insured or Traveling Companion.

(ii) prevents the Insured or the Insured's Family Member traveling with the Insured or Traveling Companion from traveling on or continuing his/her Covered Trip; and

(iii) occurs while coverage is in effect under the Policy,

and includes only the following unforeseeable events or their consequences that occur to the Insured, or the Insured's Family Member traveling with the Insured or Traveling Companion.

a. the Insured's Home is made Uninhabitable due to fire, flood, volcano, earthquake, hurricane or natural disaster;

b. a Terrorist Act (or acts) in the Scheduled Trip Departure City or within 10 miles of the Scheduled Trip Departure City of his/her Covered Trip occurring on, or within 10 days prior to the Scheduled Date of Departure, or a Terrorist Act (or acts) occurring within 60 days prior to the Insured's arrival, or during his/her stay in a city or within 10 miles of a city, that is a scheduled Destination during the Insured's Covered Trip, provided:

(1) the Terrorist Act (or acts) occurs more than 14 days following the Insured's effective date for Pre-Departure Trip Cancellation Benefit;

c. Insured's Accommodation at Destination made Uninhabitable or Inaccessible due to fire, flood, volcano, earthquake, hurricane or natural disaster so as to prevent the Insured from reaching his/her Destination or continuing on his/her Covered Trip. To cancel or delay the arrival on the Insured's Covered Trip:

(1) the Insured's Accommodation must be Uninhabitable or Inaccessible on the Scheduled Date of Departure;

(2) the Insured's Accommodation must be Uninhabitable or Inaccessible for a minimum of 24 hours; and

(3) the time and date that the Accommodation first becomes Uninhabitable or Inaccessible must commence no more than seven days prior to his/her Scheduled Date of Departure.

To interrupt the Insured's Covered Trip:

(1) the Accommodation must be Uninhabitable or Inaccessible for a minimum of 24 hours; and

(2) the Insured must have seven days or 50% or less remaining on his/her Covered Trip at the time and date the Accommodation first becomes Uninhabitable or Inaccessible;

d. mandatory evacuation issued by local government authorities (or public official evacuation advisements issued in place of mandatory evacuations only when mandatory evacuations do not exist in that jurisdiction), at the Insured's final Destination due to severe weather conditions, hurricane or natural disaster provided the cancellation of the Insured's Covered Trip occurs more than seven days following the Insured's effective date of coverage for the Pre-Departure Trip Cancellation Benefit. The Insured must have seven days or 50% of his/her total Covered Trip length or less remaining at the time the mandatory evacuation or public official evacuation advisement ends, in order to cancel or interrupt his/her Covered Trip. Coverage expires seven days after the issue date of a mandatory evacuation or a public official evacuation advisement.

Pandemic means an Epidemic over a wide geographic area that affects a large portion of the population.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

Payments and Deposits mean the prepaid non-refundable amounts actually paid for the Insured's Covered Trip that may be done by cash, check, credit card, prepaid vouchers or similar form of payment. The amount includes incurred



change fees and administrative fees. Payments and Deposits or portions of Payments and Deposits satisfied by nonpaid vouchers, non-paid certificates or discounts are not considered Payments and Deposits under the Policy. Payments for cultural, religious, wedding event planning or services are not Payments and Deposits.

Plan Administrator means Administrative Concepts, Inc.

Physician means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the Insured by blood, marriage, or adoption.

**Policy** means the Group Travel Insurance Policy, the Declarations, the Policyholder application, this Certificate, and any rider, endorsement, or amendment attached thereto.

Policyholder means The Claremont Colleges.

**Pre-Existing Condition** means a sickness, disease, or other condition during the 30 day period immediately prior to the date the plan payment has been received by the **Policyholder** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

- a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
- b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 30 day period before the date stipulated in Section II.

Primary Residence means an Insured's fixed, permanent and main home for legal and tax purposes.

**Quarantine** means strict isolation imposed by a Government authority or Physician to prevent the spread of disease. An embargo preventing the Insured from entering a country is not a Quarantine.

Schedule means the schedule in SECTION I – SCHEDULE OF BENEFITS.

Scheduled Date of Departure means the date on which the Insured is originally scheduled to depart on the Covered Trip.

**Scheduled Date of Return** means the date on which the Insured is originally scheduled to return to where the Covered Trip departed from or to a different final Destination as noted on the Insured's initial itinerary.



Scheduled Trip Departure City means the city from which the Insured is originally scheduled to depart on the Covered Trip.

Sickness or Sick means a sickness, illness or disease that impairs the normal functions of the body and that requires examination and treatment by a Physician.

Spouse means the Insured's legally married spouse.

**Strike** means a stoppage of work that: (i) is an unannounced labor disagreement, (ii) interferes with the normal departure and arrival of a Common Carrier, and (iii) the Insured's Pre-Departure Trip Cancellation Benefit coverage must be effective prior to when the strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.

**Terrorist Act** means an act of violence other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

**Travel Supplier** means the tour operator, hotel, rental company, cruise line, airline that provides prepaid travel arrangements for the Insured's Covered Trip.

**Traveling Companion** means a person accompanying the Insured on the Covered Trip, whose name is included with the Insured on the same itinerary for the Covered Trip. A group or tour leader is not considered a Traveling Companion unless the Insured is sharing room Accommodations with the group or tour leader.

**Trip Cost** means the dollar amount of Covered Trip Payments and Deposits paid by the Insured prior the Schedule Date of Departure and shown in the Declarations, that is subject to cancellation penalties or restrictions. Trip Cost also includes the cost of any subsequent arrangement added to the Insured's Covered Trip, after application for coverage under this plan, provided the Insured amends the Enrollment to add such subsequent Payments and Deposits and pays any required additional plan cost prior to the Scheduled Date of Departure.

Uninhabitable means not suitable for human occupancy in accordance with local public health or safety guidelines.

**Usual and Customary** means the common charge made by other health care providers in the same locality for the treatment furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, We or Our Assistance Provider will determine the amount based upon:

- a. the complexity involved;
- b. the degree of professional skill required; and
- c. any other pertinent factor.

We or Our Assistance Provider will make the final determination of what is Usual and Customary based on all the circumstances.

We, Us, and Our means Zurich American Insurance Company.



### **Description of Benefits**

The following Provisions explain the benefits available under this Policy.

We will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the Deductible, Co-insurance Rate, Maximum Benefit Period, Benefit Maximum, and other terms or limits shown in the Schedule of Benefits.

#### A. TRAVEL INCONVENIENCE PLAN

#### 1. TRAVEL DELAY BENEFIT

The Insured's coverage under the Travel Delay Benefit will take effect on the Scheduled Date of Departure. If the Insured's Covered Trip is delayed for 3 consecutive hours or more, We will reimburse the Insured a Travel Delay Benefit, for reasonable additional expenses incurred by the Insured for lodging arrangements, meals, telephone calls and local transportation while the Insured is delayed, up to the corresponding Maximum Covered Amount shown in the Schedule. We will not reimburse benefits for expenses incurred after travel becomes possible to continue on the Insured's Covered Trip.

In order for benefits to be reimbursable, any Travel Delay must be caused by or result from:

- a. Common Carrier delay;
- b. loss or theft of the Insured's passport(s), travel documents or money;
- c. Quarantine;
- d. hijacking;
- e. Natural Disaster;
- f. Adverse Weather Conditions;
- g. a documented traffic accident while the Insured is en route to his/her departure;
- h. unannounced Strike;
- i. a civil disorder
- j. Covered Injury or Sickness of the Insured or the Insured's Family Member traveling with the Insured

For benefits under this Travel Delay section, the Insured must provide the following documentation when presenting a claim:

a. written confirmation of the reasons for the delay from the Common Carrier whose delay resulted in the loss, including, but not limited to, scheduled departure and return times and actual departure and return times.

Receipts for the expenses must be submitted for reimbursement.

#### **B. EMERGENCY EVACUATION AND REPATRIATION PLAN**

#### 1. SECURITY EVACUATION BENEFIT

The Insured's coverage under the Security Evacuation Benefit will take effect on the Scheduled Date of Departure.

In order for this Security Evacuation Benefit to apply, the Covered Trip Destination must be more than 100 miles from the Insured's Primary Residence.

If, as a result of an Event that takes place while the Insured is on a Covered Trip, the Insured requires extrication from a location in which he or she is traveling due to an Imminent Physical Danger, We or Our Assistance Provider will arrange for and pay on the Insured's behalf a Security Evacuation Benefit, for the Transport and Related Costs



(including hotel/lodging, meals and, if necessary, physical protection for the Insured; but excluding personal comfort and convenience items) of the Insured to the Nearest Place of Safety, up to the corresponding Maximum Covered Amount per Insured shown in the Schedule. We or Our Assistance Provider must be contacted prior to the Transport and We or Our Assistance Provider must authorize the Transport for this Security Evacuation Benefit to be payable. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, We or Our Assistance Provider will make every effort to maintain contact with the Insured.

We or Our Assistance Provider will also arrange for, and pay on the Insured's behalf a Security Evacuation Benefit, for the Transport and Related Costs (including hotel/lodging, meals and, if necessary, physical protection for the Insured; but excluding personal comfort and convenience items) of the Insured, up to the corresponding Maximum Covered Amount per Insured shown in the Schedule, within 2 days of the Insured's extrication from a location in which he or she was traveling due to an Imminent Physical Danger back to the location in which the Insured was traveling, provided return is safe and permitted, or the Insured's Primary Residence.

Based on all the circumstances, for the limited purpose of determining Our liability, We or Our Assistance Provider will determine the necessity of the extrication, the feasibility of the extrication and the appropriateness of the scheduling, as well as what mode of Transportation, special equipment and personnel are covered. The maximum amount We will pay for hotel/lodging and meals is \$500 per day, up to a maximum of 10 day(s). We will pay this Security Evacuation Benefit only one time per Event.

Eligible Security Evacuation expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant. Benefits will also be payable for Transportation and Related Costs within 14 days of the Security Evacuation to one of these locations as chosen by the Insured:

- a. back to the Host Country if return is safe and permitted;
- b. to the Insured's Home Country; or
- c. to the Insured's return Destination.

Security Evacuation Benefits will be payable for consulting services by Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the Security Evacuation Benefit Maximum Covered Amount per Insured shown in the Schedule. The Assistance Provider must make all arrangements and must authorize all expenses in advance of any benefit being payable. We are not responsible for the availability of Transport services. Where a

Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

#### Specific Waiver of Liability for Security Evacuation Benefit:

If the Insured requests this benefit, the Insured understands that We and any affiliated party offering this benefit, do not accept any liability from the Security Evacuation situation, and the Insured, Insured's Traveling Companion, or Family Member traveling with the Insured and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to Us or any Security Evacuation team, company, entity, and volunteer, for Injuries, stress, death, disablement, sickness or any claim, reason, or cause whatsoever from any Security Evacuation used to attempt to reach the Insured, Insured's Traveling Companion, or Family Member traveling with the Insured, assist the person, or respond in any way to the Insured's, Insured's Traveling Companion's, or Family Member's traveling with the Insured Security Evacuation, regardless of whether the Security Evacuation was ever initiated, canceled, delayed, misdirected, or unable to locate, rescue, or stabilize the Insured, Insured's Traveling Companion, or Family Member traveling with the Insured. If any part of this Waiver is held invalid, it does not invalidate the other parts or any other parties' waivers.

G Gallagher Student Health & Special Risk



**Definitions:** 

For purposes of the Security Evacuation Benefit only, the following definitions apply:

**Advisory** means a formal recommendation by the Appropriate Authorities that the Insured or citizens of his/her Home Country or citizens of the Host Country leave the Host Country.

Appropriate Authority(ies) means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to the Assistance Provider who is experienced in security and measures necessary to ensure the safety of the Insured(s) in his/her care.

**Event** means any of the following situations in which the Insured finds himself or herself while on a Covered Trip:

a. expulsion from a location in which the Insured is traveling or being declared persona non-grata on the written authority of the recognized government of the location in which the Insured is traveling;

b. political, social, or military events involving the location in which the Insured is traveling that result in the appropriate government authority(ies) of the Insured's location of Primary Residence or the location in which the Insured is traveling issuing a formal recommendation that citizens of the Insured's country of Primary Residence or the country in which the Insured is traveling leave the location in which the Insured is traveling; c. storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate government authority(ies) of the location in which the Insured is traveling and such area is deemed to be Uninhabitable or dangerous;

d. confirmed (by documentation or physical evidence) attack or threat of attack against the Insured's health and safety by a third party; or

e. deemed kidnapped or a Missing Person by local or international authorities and, when found, the Insured's health or safety are in guestion within 30 day(s) of his/her being found.

**Home Country** means the country of citizenship of the Insured. If the Insured has dual citizenship, for the purposes of this benefit, his/her Home Country is the country of the passport he or she used to enter the Host Country.

Host Country means any country in which an Insured is traveling while covered under this plan.

**Imminent Physical Danger** means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where: (i) the Insured can be presumed safe from the Event that precipitated the Insured's Security Evacuation; (ii) the Insured has access to Transportation to his/her Home Country; and (iii) the Insured has the availability of temporary lodging, if needed.

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured from the Host Country due to an Event that results in the Insured being placed in Imminent Physical Danger.



**Transport or Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used.

**Transport or Transportation** means any land, sea or air conveyance required to transport the Insured during an emergency evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

#### Right of Recovery of Security Evacuation Benefits

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Event, We have the right to recover all Transportation and Related Costs from the Insured.

#### 2. EMERGENCY EVACUATION AND REPATRIATION PLAN

The Insured's coverage under the Emergency Evacuation And Repatriation Benefit will take effect on the Scheduled Date of Departure.

We will pay the Insured an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the Insured, up to the corresponding Maximum Covered Amount shown in the Schedule, subject to the following: (i) health care related Covered Expenses will only be payable at the Usual and Customary level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or a Covered Injury that occurs while on a Covered Trip; (iii) the Insured must first receive treatment during his/her Covered Trip.

The following are Covered Expenses under this Emergency Evacuation and Repatriation Benefit:

a. expenses incurred by the Insured for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, if the onsite attending Physician certifies that the Insured is medically able to travel when the Insured is critically Sick or Injured and no suitable local care is available, subject to Our or the Assistance Provider's prior approval;

b. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to the Insured's Home when deemed medically necessary by the attending Physician, subject to Our or the Assistance Provider's prior approval;

c. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of Hospitalization for one person chosen by the Insured, provided that the Insured is traveling alone and is Hospitalized for more than 7 days;

d. expenses for transportation not to exceed the cost of one-way economy class air fare to the Insured's Home, including escort expenses, if the Insured is 18 years of age or younger and left unattended due to the death or Hospitalization of an accompanying adult(s), subject to Our or the Assistance Provider's prior approval;

e. expenses for one-way economy class air fare (or We will match the class of the original tickets) to the Insured's Home, from a medical facility to which the Insured was previously evacuated, less any refund paid or payable from the Insured's unused transportation tickets, if these expenses are not covered elsewhere in the Policy;



Claremont Graduate University



SCRIPPS





## THE CLAREMONT COLLEGES

f. repatriation expenses for preparation and air transportation of the Insured's remains to his/her Home, or up to an equivalent amount for a local burial in the country where death occurred, if the Insured dies while outside the United States of America. Covered Expenses under this benefit include the reasonable and customary expenses for: (i) embalming; (ii) cremation; (iii) the most economical coffins or receptacles adequate for transportation of the remains; and (iv) transportation of the remains, by the most direct and economical conveyance and route possible. The Assistance Provider must make all arrangements and authorize all expenses in advance for this benefit to be payable; and

g. expenses incurred for return of the Insured's Baggage in the event of emergency evacuation or repatriation of remains.

#### C. ACCIDENT PLAN

In the event of multiple covered benefits under this Accident Plan section of the Policy, We will pay one benefit, the benefit that offers the Insured the largest benefit.

#### 1. ACCIDENTAL DEATH BENEFIT

The Insured's coverage under the Accidental Death Benefit will take effect on the Scheduled Date of Departure.

If an Insured suffers a loss of life as a result of a Covered Injury while on a Covered Trip, We will pay the Accidental Death Benefit Maximum Covered Amount per Insured shown in the Schedule.

#### 2. ACCIDENTAL DISMEMBERMENT BENEFIT

The Insured's coverage under the Accidental Dismemberment Benefit will take effect on the Scheduled Date of Departure.

If a Covered Injury to an Insured while on a Covered Trip results in any of the following Covered Losses, Covered Losses of Use, or Plegia, We will pay the percentage shown below. The Covered Loss, Covered Losses of Use, or Plegia must occur within 365 days of the Covered Accident.

The benefit amount is based on the Accidental Dismemberment Benefit Maximum Covered Amount per Insured shown in the Schedule for the person suffering the Covered Loss, Covered Losses of Use, or Plegia. If the Insured suffers more than one Covered Loss, Covered Loss of Use, or Plegia from one Covered Accident, We will pay only for the Covered Loss, Covered Losses of Use, or Plegia with the larger benefit.

The Covered Loss benefit is payable based on the following table.

Covered Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
Speech or Hearing	50%
One Hand; One Foot; or Sight of One Eye	25%
Hearing in One Ear	25%

A reduced benefit will be payable equal to 50% of the applicable Accidental Dismemberment Benefitfor dismemberment where the dismembered body part is surgically reattached, provided all other provisions of the Policy are met. The balance of the applicable Accidental Dismemberment Benefit for such dismemberment will be paid if, after 365 days,



the reattachment has failed to the extent that Covered Loss of Use then exists, provided all other provisions of the Policy are met.

The Covered Loss of Use benefit is payable based on the following table.

Covered Loss of Use of	Percentage of Maximum Amount
Four Limbs	100%
Three Limbs	75%
Two Limbs	50%
One Limb	25%

Covered Loss of Use must continue for 12 consecutive months and be determined by a Physician.

The Plegia benefit is payable based on the following table.

Plegia of	Percentage of Maximum Amount
Quadriplegia (total paralysis of all four Limbs	100%
Triplegia (total paralysis of three Limbs)	75%
Paraplegia (total paralysis of both lower Limbs)	66.67%
Hemiplegia (total paralysis of upper and lower Limbs on one side of the b	ody) 50%
Uniplegia (total paralysis of one Limb)	25%

Plegia must continue for 12 consecutive months and be determined by a **Physician**.

**Definitions:** 

For purposes of this Section III. D. 3 Accidental Dismemberment Benefit only, the following definitions apply: **Covered Loss** means:

a. for a foot or hand, actual severance through or above the ankle proximal to the knee or actual severance through or above a wrist joint proximal to the elbow;

b. for thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits proximal to the wrist;

c. total and permanent loss of sight;

- d. total and permanent loss of speech; or
- e. total and permanent loss of hearing.

**Covered Loss of Use** means total paralysis of a Limb or Limbs, that has continued for 12 consecutive months and is determined by Our competent medical authority to be permanent, complete and irreversible.

**Plegia** means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one or more Limbs. Proof of total Plegia may be required by Us on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

#### 3. EXPOSURE AND DISAPPEARANCE BENEFIT

The Insured's coverage under the Exposure and Disappearance Benefit will take effect on the Scheduled Date of Departure.



If, while on a Covered Trip, an Insured is exposed to weather because of an Accident and this exposure results in a Covered Loss, We will pay the Exposure and Disappearance Benefit Maximum Covered Amount per Insured shown in the Schedule.

If the conveyance in which an Insured is riding while on a Covered Trip disappears, is wrecked, or sinks, and the Insured is not found within 365 days of the event, We will presume that the Insured lost his/her life as a result of Covered Injury. If travel in such conveyance was covered under the terms of the Policy, We will pay the Exposure and Disappearance Maximum Covered Amount per Insured shown in the Schedule. We have the right to recover the benefit if We find that the Insured survived the event.

#### D. OUT OF COUNTRY TRAVEL MEDICAL EXPENSE BENEFIT

Covered Medical Services resulting from a Covered Injury or Sickness while an Insured is outside his or her country of Primary Residence on a Covered Trip up to the Maximum Covered Amount shown in the Schedule. Coverage is provided in excess of the Deductible and subject to the Co-Insurance shown in the Schedule and subject to any Medical Expense Sublimit shown in the Schedule. The Medical Expense Benefit Sublimits are included within, and not in addition to, the Medical Expense Benefit Maximum Covered Amount shown in the Schedule.

Coverage is provided in excess of the Deductible shown in the Schedule provided that:

- a. the first treatment or service occurs within 30 days of the Covered Injury or Sickness; and
- b. the medical expenses are incurred within 52 weeks of the Covered Injury or Sickness.

Upon notification by the Insured or Policyholder to Us or Our Assistance Provider, of the need for medical treatment for benefits to be covered, Our Assistance Provider, in conjunction with the local attending Physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation, if necessary. Notification for the need of medical treatment should be as soon as reasonably possibly.

#### Additional Out of Country Travel Medical Expense Benefits:

The following benefits are included within, the Out of Country Travel Medical Expense Benefit Maximum Covered Amount shown in the Schedule.

Solely for purposes of this Out of Country Travel Medical Expense Benefit only, the following benefits apply:

#### Home Country Extension Benefit:

We will pay Our share of the Usual and Customary expenses for Covered Medical Services incurred by the Insured up to the Maximum Covered Amount shown in the Schedule resulting from a Covered Injury or Sickness while the Insured is in his/her country of Primary Residence during the course of a Covered Trip. Coverage is provided in excess of the Deductible and is subject to the Co-Insurance and to any Medical Expense Sublimits shown in the Schedule. The Medical Expense Benefit Sublimits are included within, and not in addition to, the Maximum Covered Amount for the Home Country Extension Benefit. The Home Country Extension Benefit is payable in excess of any In Force Policy.

#### Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit:

If while traveling outside of the Insured's country of Primary Residence on a Covered Trip, the Insured suffers a medical emergency, We or Our Assistance Provider will pay on the Insured's behalf or reimburse up to the Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit, up to the corresponding Maximum Covered Amount per Insured shown in the Schedule, for actual expenses incurred for guarantee of payment to the Hospital or the medical provider. The Insured agrees to reimburse Us or Our Assistance Provider for the amount We or Our Assistance Provider paid for the Hospital Admission Guarantee Charge or a Medical Expense Guarantee Charge.



Any amount payable under the Out of Country Travel Medical Expense Benefit will be reduced by any amounts paid or payable under this Hospital Admission and Medical Expense Charge Benefit.

### **General Exclusions and Limitations**

Notwithstanding any other term, condition or provision under the Policy, We shall not provide coverage nor will We make any payments or provide any service or benefit to any Insured, beneficiary, or third party who may have any rights under the Policy to the extent that such cover, payment, service, benefit, or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

We will not pay for any loss under the Policy, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the Insured or the Insured's Family Member, or Traveling Companion for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane. This exclusion does not apply to the Out of Country Travel Medical Expense Benefit and Emergency Evacuation and Repatriation Plan Benefit;
- mental, nervous, or psychological disorders; This exclusion does not apply to the Post-Departure Trip Interruption Benefit, Out of Country Travel Medical Expense Benefit and Emergency Evacuation and Repatriation Plan Benefit;
- c. participation as a professional in athletics while on a Covered Trip;
- d. riding or driving in any motor competition;
- e. declared or undeclared war, or any act of war;
- f. service in the armed forces of any country;
- g. nuclear reaction, radiation or radioactive contamination;
- h. operating or learning to operate any aircraft, as pilot or crew;
- i. mountain climbing, bungee jumping, snow skiing, skydiving, Parachuting, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company or extreme sports;
- j. scuba diving if the depth of the water exceeds 75 feet or more;
- k. the Insured's commission of or attempt to commit a felony;
- I. elective medical or holistic treatment or procedures;
- m. failure of any tour operator, Common Carrier or other travel supplier, person or agency to provide the bargained- for travel arrangements/services; or
- n. a loss that results from a sickness, disease, or other condition, event or circumstance that occurs at a time when the Policy is not in effect for the Insured;



o. Epidemic or Pandemic (will not apply to the following Benefits: Out-of-Country Travel Medical Expense; Medical Evacuation and Repatriation, Travel Delay)

We will not pay for any loss under the Policy, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the Insured:

a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law.

b. a loss or damage caused by detention, confiscation or destruction by customs;

c. Financial Insolvency of the person, organization or agency that solicited this coverage for the Insured, or Financial Insolvency of the person, organization or agency that helped the Insured book his/her arrangements for travel with a third party, or Financial Insolvency for which a petition for bankruptcy was filed by a travel supplier. There is no coverage for Financial Insolvency due to fraud or negligent misrepresentation by the supplier of travel services;

d. Bankruptcy, Financial Insolvency, default or failure to supply services by a travel supplier.

## The following additional exclusions apply to the Security Evacuation Benefit – We will not pay for loss or expense caused by or incurred resulting from:

- a. the Insured has violated the laws or regulations of the location of his/her Primary Residence unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and
- b. malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of the Insured or the location in which he or she is traveling while on a Covered Trip;
- c. the Insured fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the location in which he or she is traveling while on a Covered Trip;
- d. the expenses incurred are solely due to the repossession of the Policyholder's or Insured's property by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of the Policyholder or Insured;
- e. the expenses incurred are solely due to the Policyholder or Insured failing to honor any contractual obligation, bond or specific performance condition in a license;
- f. the Insured is a citizen of the country in which he or she is traveling while on a Covered Trip;
- g. the conditions leading to the Insured's departure were in existence prior to the Insured entering the location in which he or she was traveling while on a Covered Trip;



- h. the expenses incurred are solely due to a common or endemic disease, Epidemic, or Pandemic;
- i. the expenses incurred are for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping; or for consulting services seeking information on Missing Person or kidnapping cases; or
- j. the expenses incurred are due to military or political issues and the Insured's Security Evacuation request is made more than 30 days after the Appropriate Authority(ies) Advisory was issued.
- The following additional exclusion applies to the Accidental Death Benefit and Accidental Dismemberment Benefit: a. We will not pay for loss caused by or resulting from sickness of any kind.

### **SECTION VI – GENERAL LIMITATIONS**

LIMITATION ON MULTIPLE COVERED POLICIES: If an Insured can recover benefits under more than one travel or accident policy written by Us, We will pay under only one policy, the policy that offers the Insured the largest benefit. We will refund premium for any duplicate coverage.

#### **SECTION VII - HOW TO FILE A CLAIM**

A. NOTICE: The Insured or the beneficiary, or someone on their behalf, must give Us written or oral notice of the Covered Loss within 90 days of such Covered Loss, or as soon thereafter as reasonably possible. The notice must name the Insured, and the Policy Number. To request a claim form, the Insured or the beneficiary, or someone on their behalf may contact Us at 1-888-293-9229. The notice must be sent to the address shown in this paragraph below, or to any of Our agents. Notice to Our agents is considered notice to Us.

Administrative Concepts, Inc.

P.O. Box 4000

Collegeville, PA 19426

Customer Service: 1-888-293-9229

B. CLAIM FORMS: We will send the claimant Proof of Loss forms within 15 days after We receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send Us a detailed written report of the claim and the extent of the Covered Loss. We will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.

C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to Us, must be sent within 90 days of the Covered Loss, or as soon after that as is reasonably possible. 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.

D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits.

### SECTION VIII - PAYMENT OF CLAIMS

A. TIME OF PAYMENT: We will pay claims for all Covered Losses, other than Covered Losses for which the Policy provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to Us, but not more than 5 business days after receipt of the same. Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when Our liability ends, will then be paid when We receive the Proof of Covered Loss.

#### B. WHO WE WILL PAY:

1. LOSS OF LIFE OF AN INSURED: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

If any indemnity of this policy shall be payable to the estate of the Insured, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

2. ALL OTHER CLAIMS: Benefits are to be paid to the Insured. He or she may direct in writing that all, or part of the Emergency Medical Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the Insured at any time up to the filing of the Proof of Covered Loss.

3.If a Foreign National is entitled to benefits for a Covered Loss and We are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such Foreign National is located, We will either: (i) pay the benefits to a bank account owned by the Foreign National in the United States of America; or (ii) if no such bank account is established or maintained, We will pay the benefits to the Policyholder on behalf of the Foreign National.

It will then be the responsibility of the Policyholder to remit the benefit to such Foreign National. Payment of the benefit to the Policyholder will release Us from any further liability to the Foreign National. If the Policyholder does not remit the payment to the Foreign National, the Policyholder will indemnify Us and hold Us harmless against any and all liability incurred by Us including, but not limited to, interest, penalties, and attorneys' fees in connection with,



arising or resulting from such failure to remit payment. The Policyholder will not be considered the beneficiary under the Policy if payment is made to the Policyholder in accordance with this provision.

4. Any payment We make will fully discharge Us to the extent of the payment.

### **SECTION IX - GENERAL POLICY CONDITIONS**

A. BENEFICIARIES: The Insured first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in the Policy other than to receive certain payments. Unless an irrevocable beneficiary is named, The Insured may change the beneficiary at any time unless he or she has assigned the interest in the Policy. In such case, the person to whom he or she has assigned the interest in the Policy may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to Us.

B. CHANGE OR WAIVER: A change or waiver of any term or condition of the Policy must be issued by Us in writing and signed by one of Our executive officers. No agent has authority to change or waive Policy provisions, terms or conditions. A failure to exercise any of Our rights under the Policy will not be deemed as a waiver of such rights in the same or future situations.

C. CLERICAL ERROR: A clerical error or omission will not increase or continue an Insured's coverage, that otherwise would not be in force. If an Insured applies for insurance for which he or she is not eligible, We will only be liable for any premium paid to Us.

D. CONFORMITY WITH STATUTE: Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

E. ENTIRE CONTRACT: The Group Travel Insurance Policy, the Declarations, the Policyholder application, this Certificate, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.

F. SUIT AGAINST US: No action on the Policy may be brought until 60 days after written Proof of Covered Loss has been sent to Us. Any action must commence within three years, **(five years in Kansas and Tennessee;** 



and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the Insured lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

G. PHYSICAL EXAMINATION AND AUTOPSY: We have the right to examine an Insured when and as often as We may reasonably request while the claim is pending. Such examination will be at Our expense. We can have an autopsy performed unless forbidden by law.

H.CHOICE OF SERVICE PROVIDER: The Insured has the sole right to choose his/her duly licensed Physician and Hospital.

I. MISSTATEMENT OF AGE: If the age of the Insured has been misstated, all amounts payable under the Policy shall be such as the premium paid would have purchased at the correct age.

J. SUBROGATION: We have the right to recover from any third party all payments that We have made to the Insured or on behalf of the Insured's Spouse or Domestic Partner, child, heirs, guardians or executors or will be obligated to pay in the future to the Insured, from any third party. If the Insured recovers from any third party, We will be reimbursed first from such recovery to the extent of Our payments to or on behalf of the Insured. The Insured agrees to assist Us in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by Us. If We seek to recover any amount paid by Us, We are entitled to recovery of those amounts before the Insured is entitled to share in any amount so recovered by Us. Our rights do not apply against any person insured under this or any other Policy issued by us with respect to the same Loss, if the Loss arose out of non-intentional acts of such person.

K. TIME LIMIT ON CERTAIN DEFENSES: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.

M. VALUATION: All premiums, limits, Deductibles, and other amounts under the Policy are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under the Policy is stated in a currency other than United States dollars, payment under the Policy shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.

N. NEW ENTRANTS: This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

O. HEADINGS: The titles and headings to the various sections, subsections and endorsements of the Policy, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.