

CISI PERSONAL LIABILITY PROGRAM
SUMMARY OF BENEFITS – University of Wisconsin System

ELIGIBILITY

Class 1: Students, Faculty, Scholars, or other persons with a current passport or student visa, who are temporarily residing outside their Home Country or regular residence. The Insured must be engaged in full-time educational or research activities of the Sponsoring Organization outside the United States. [Not applicable to UW System dependents of Insureds or to “Study Away” in US participants.](#)

Class 2:

Agreement Year: May 1, 2017 through April 30, 2018. No Insured person may have a policy period longer than twelve (12) months.

When Your Coverage Begins - All coverage will take effect at 12:01 A.M. local time, at the location of the Insured, on the Scheduled Departure Date provided:

- (a) coverage has been elected; and
- (b) the required premium has been paid.

All coverage will take effect at 12:01 A.M. local time, at the location of the Insured, on the later of the Scheduled Departure Date, or upon Your departure from Your Home Country.

When Your Coverage Ends – Your coverage will end at 11:59 local time on the date that is the earliest of the following:

- (a) upon Your return to Your Home Country;
- (b) three hundred sixty-five (365) days after the Effective Date;

In no event will coverage be extended for unscheduled extensions to Your Trip for which premium has not been paid in advance.

SCHEDULE OF BENEFITS: All Coverages and Benefits are in U.S. Dollar Amounts

Travel Benefits	
Baggage/Personal Effects	\$3,000 – Maximum benefit per Policy Period \$500 per article / combined max. of \$1,000 for jewelry, furs, watches, personal computers, cameras
Trip Interruption – Air Only	Up to \$2,000 per Policy Period

Personal Liability Coverage	
Personal Liability – Per Occurrence	\$200,000
Deductible Per Personal Liability Claim	\$100
Aggregate Limit per INSURED	\$200,000
Medical Payments Coverage	\$25,000
Additional Living Expenses Coverage	\$10,000
Payment of Deductible Under Homeowner’s Insurance Coverage	\$1,000

GENERAL PLAN DEFINITIONS

Accident means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

Accidental Injury means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the loss.

Actual Cash Value means purchase price less depreciation.

Additional Expense means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

Bodily Injury means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of Your death or dismemberment within twelve months from the date of the Accident.

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

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

Covered Trip means any class of scheduled trips, tours or cruises You request coverage and remit the required premium.

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

Effective Date means the date and time Your coverage begins, as outlined in the General Provisions section of this Certificate.

Family Member means the Insured's legal or common law spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Home Country means the country where You have Your true, fixed and permanent home and principal establishment.

Inclement Weather means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

Insured means the person who is enrolled for coverage under the Policy.

Loss means injury or damage sustained by You in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

Physician means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license. The treating Physician may not be You, a Traveling Companion or a Family Member.

Policyholder means the Policyholder shown on the face page of this Policy.

Policy Term. With respect to each Insured, the Policy Term shall begin When Your Coverage Begins and terminate When Your Coverage Ends as stated in this Policy.

Schedule means the Benefit Schedule shown on the Application.

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

Scheduled Return Date means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

Sickness means an illness or disease which is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under the Policy.

Trip means any trip outside Your Home Country not to exceed 365 days.

You or Your refers to the Insured.

The following definitions apply to Personal Liability

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. A claim does not include proceedings seeking injunctive or other non-pecuniary relief.

Claims Expense 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.

DESCRIPTION OF BENEFITS

BAGGAGE/PERSONAL EFFECTS

The Company will reimburse the Insured up to the maximum shown on the Schedule, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must be owned by and accompany the Insured during the Covered Trip.

This coverage is secondary to any coverage provided by a Common Carrier and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

There will be a per article limit shown on the Schedule.

There will be a combined maximum limit shown on the Schedule for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers, cameras and their accessories and related equipment.

The Company will pay the lesser of the following: Actual Cash Value at time of loss, theft or damage to baggage and personal effects, less depreciation as determined by the Company; or the cost of repair or replacement.

Extension of Coverage

If an Insured has checked his/her property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

TRIP INTERRUPTION

The Company will pay a benefit, up to the maximum shown on the Schedule, if the Insured must return to their Home Country due to life-threatening Sickness, Accidental Injury or death of a Family Member in which their the Family Member's condition became life-threatening after the Insured departed on their Trip.

The Company will pay for the following: airfare paid less the value of applied credit from an unused return travel ticket if available, to return You home (limited to the cost of a round-trip economy airfare) by scheduled carrier.

In no event shall the amount reimbursed exceed the maximum benefit shown on the Schedule of Coverages.

PERSONAL LIABILITY

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 Personal Liability, the Company's obligations are limited as follows:

(a) **Primary Insurance:** This insurance is primary over the Policyholder's liability insurance. Our obligations are not affected unless any insurance other than the Policyholder'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 \$25,000 on behalf of the Insured for Medical Expenses that are incurred or medically ascertained within 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

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 a maximum of \$10,000 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 \$1,000 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

LIMITATIONS AND EXCLUSIONS

The Following Exclusions Apply to Trip Interruption:

Loss caused by or resulting from:

1. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
2. participation in any military maneuver or training exercise any loss starting while the Insured is in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to the Insured pro-rata any premium paid, less any benefits paid, for any period during which the Insured is in such service;
3. commission or the attempt to commit a criminal act;

4. participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; speed contests (speed contest shall not include any of the regatta races); scuba diving; spelunking or caving; heliskiing; skiing/snowboarding;
5. Cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
6. The Policy 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.

The Following Exclusions Apply to Baggage/Personal Effects:

The Company will not provide benefits for any loss or damage to:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. bicycles (except when checked as baggage with a Common Carrier);
9. household effects and furnishing;
10. antiques and collector's items;
11. eye glasses, sunglasses or contact lenses;
12. artificial teeth and dental bridges;
13. hearing aids;
14. prosthetic limbs;
15. prescribed medications;
16. keys, money, stamps, securities and documents;
17. tickets;
18. credit cards;
19. professional or occupational equipment or property, whether or not electronic business equipment;
20. telephones, computer hardware or software;
21. sporting equipment if loss or damage results from the use thereof.

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

1. breakage of brittle or fragile articles;
2. wear and tear or gradual deterioration;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. theft or pilferage while left unattended in any vehicle;
9. mysterious disappearance;
10. property illegally acquired, kept, stored or transported;
11. insurrection or rebellion;
12. imprudent action or omission;
13. property shipped as freight or shipped prior to the Scheduled Departure Date.

The Following Exclusions Apply to Personal Liability:

This insurance does not apply to any Claim or suit:

1. 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.
2. 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 Policyholder as part of the Covered Trip/Program;
3. 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;

4. 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;
5. 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;
6. 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.);
7. 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;
8. for 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;
9. 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;
10. 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;
11. for Bodily Injury or Property Damage arising from the use of alcohol, intoxicants drugs or narcotics, except as prescribed by a licensed physician;
12. 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;
13. for Bodily Injury or Property Damage to the Insured or to a dependent of the Insured;
14. brought against any Insured arising out of the Insured's business pursuits, investments, or other for profit activities;
15. 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.
16. for Bodily Injury or Property Damage caused directly or indirectly by pollution or asbestos, regardless of how it was caused.
17. The Insured's rendering of day care services when such services are for persons other than the Host Family's children.
18. for Bodily Injury, Personal Injury, or Property Damage arising out or 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.
19. for Bodily Injury or Property Damage among or between Insured traveling together and Insured and their accompanying relatives.

GENERAL PROVISIONS

Legal Actions - No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives Proof of Loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving Proof of Loss.

Controlling Law - Any part of this Certificate that conflicts with the state law where the Certificate is issued is changed to meet the minimum requirements of that law.

Governing Jurisdiction – The insurance regulatory agency and courts of the jurisdiction in which You reside or the group is located shall have jurisdiction over the individual or group insurance coverage as if such coverage or plan were issued directly to You.

Misrepresentation and Fraud – Your coverage shall be void if, whether before or after a Loss, You concealed or misrepresented any material fact or circumstance concerning this Certificate or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

Subrogation - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

Assignment - This Certificate is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

The following provisions apply to Trip Interruption coverage:

Payment of Claims - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by Other Insurance policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

Notice of Claim - Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Participating Organization's name and the Plan number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

Proof of Loss - The claimant must send the Company, or its designated representative, Proof of Loss within ninety (90) days after a covered Loss occurs or as soon as 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.

Time of Payment of Claims - Benefits payable under this Certificate for any Loss other than Loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (30th) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

The following provisions apply to Baggage/Personal Effects coverage:

Notice of Loss - If Your property covered under this Certificate is lost, stolen or damaged, You must:

- (a) notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

Proof of Loss - You must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed sworn statement. It must be filed with the Company, or its designated representative, within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under this Certificate.

Settlement of Loss - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

Disagreement Over Size of Loss: If there is a disagreement about the amount of the Loss, either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (3) (the appraisers and the arbitrator) will be binding. The appraiser selected by You will be paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

Benefit to Bailee - This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

The following provisions apply to Personal Liability coverage:

Limit of Liability - Claims

Regardless of the number of Insured 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 a Claim is 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.

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.

CLAIMS:

Filing a Claim:

- a. A company claim form is required for filing a claim. Claim forms are available by calling CBP at 1-888-704-1701. Once you have filled out the claim form, mail it along with all necessary bills to the address below.
- b. File claims within thirty (30) days of occurrence. Bills should be received by the Company within ninety (90) days of service. Bills submitted after one year will not be considered for payment except in the absence of legal capacity.

Submit all claims or inquiries to:

Co-ordinated Benefit Plans, LLC

Travel Insurance Claims

P.O. Box 26222

Tampa, FL 33623

E-mail to: team1@cbpinsure.com

Phone: 1-888-704-1701 / Fax: 1-800-560-6340

Hours of operation:

Monday, Tuesday, Wednesday, Friday 8:30am - 5:00pm (eastern)

Thursday 9:30am - 5:00pm (eastern)