Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Short Term Non-Renewable Policy

In consideration of the application and payment of premium in the manner and at the time stated in the Declarations, the Company agrees with the Principal Insured Person to pay the benefits to the extent provided in the Riders attached to this Policy and subject to all its exceptions, limitations and provisions.

I. Definitions

The terms shown below shall have the meaning given in this section whenever they appear in the Policy.

- 1. Accident shall mean a sudden, external and identifiable event that happens by chance and could not have been expected. The word 'accidental' shall be construed accordingly. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions the Company will consider it as having been caused by an Accident.
- 2. Accommodation shall mean accommodation of a standard room up to but not exceeding that in which the Insured Person was or would have been staying during the course of the Journey.
- **3.** Chubb Assistance shall mean the telephone advice, information and counselling services; and/or the travel assistance and emergency medical and repatriation services; arranged by the Company.
- 4. Additional Insured Person shall mean any Family Member named in the Declarations.
- **5. Bodily Injury** shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause results in the Insured Person's death, dismemberment or loss of use, within ninety (90) days from the date of the Accident.
- 6. Country of Domicile shall mean the country in which the Insured Person is habitually resident during the Period of Insurance.
- **7. Declarations** is the document titled Declarations, integrated and attached to the policy to be part of the same.
- **8. Domestic Partner** shall mean a person of the same or opposite gender who either (1) can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or (2) can meet the following qualifications:
 - a. have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
 - b. are not married to any other person;
 - c. are at least twenty one (21) years old;
 - d. are not related to each other by blood closer than would bar marriage per state law; and

- e. are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments or insurance.
- **9.** Effective Time shall mean the time, during a Period of Insurance, when an Insured Person is covered as detailed in the Declarations.
- **10. Excess** shall mean the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Insured Person must bear.
- **11. Family member** shall mean mother, father, children (including stepchildren, or adopted children), stepmother, stepfather, domestic partner and/or the spouse of the Principal Insured Person.
- **12. Hospital** shall mean an establishment which meets all of the following requirements: (1) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction in which the hospital is located; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 44-hours nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and (7) maintains x-ray equipment and operating room facilities.
- **13. Insured Person** shall mean the Principal Insured Person and any Additional Insured Person named in Item 1. of the Declarations.
- 14. Journey shall mean any trip described in the Declarations, which commences during the Period of Insurance and is not intended, without the prior written agreement of the Company, to exceed ninety (90) days duration. Cover will start from the time of leaving the Country of Domicile and continue until arrival back at the same.
- **15. Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: in the Declarations commencing at 12.01 AM on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the Principal Insured Person as shown in the Declarations. Where a Journey continues beyond the expiration of the Period of Insurance for reasons beyond the control of the Insured Person such period is extended for up to a maximum of forty eight hours or until the completion of such Journey whichever is sooner.
- **16. Pre-existent medical conditions** shall mean any medical condition due to sickness or injury, sustained by an Insured Person for which he or she has or should reasonably have received, relevant medical treatment or advice by a Physician during the 24 months immediately prior to such Insured Person's initial Effective Date of Insurance under this Plan.
- **17. Principal Insured Person** means the covered person for whom an application has been made and premium has been paid and whom the Company has accepted for coverage under the Policy.

18. Sickness shall mean an impairment of normal physiological function affecting part or all of an organism; or an abnormal condition of a part, organ, or system of an organism resulting from various causes, such as infection, inflammation, environmental factors, or genetic defect, and characterized by an identifiable group of signs, symptoms, or both, contracted or commencing after the Effective Date of coverage for an Insured Person whose condition is the basis of claim.

II. Eligibility

An individual will be eligible for insurance under this policy:

- **1.** While travelling out of his/her country of domicile;
- **2.** If he/she is not younger than six (6) months of age nor older than seventy-five (75) years of age. The maximum age of enrollment is seventy-five (75) and the maximum age to continue participating in this plan is eighty (80) years of age.

III. Policy Benefits

- 1. Agreement on Payment of Benefits: In consideration of the payment of the corresponding premium, the Company agrees to pay the benefits provided in the Policy which are described in the attached Declarations and Riders, in the amount and/or to the extend specified in the Declarations, according with all the terms, conditions, definitions and exclusions of the Policy, including the Declarations. These benefits will be paid in addition to any other insurance benefits to which the Insured person may be entitled.
- **2. Other Insurance with the Company:** In the event that there is another Travel Accident and Health policy concurrent with this one, previously issued by the Company, the maximum indemnity payable for the sum of all policies will not exceed US\$1,000,000, considering completely null the insurance in excess and reimbursing the Insured Person or to his/her estate, the premiums paid for such excess

IV. Exclusions

The Company shall not be responsible with respect to losses, fatal or non fatal, caused or resulting from the following events:

- 1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power. Engaging in military duty with any armed forces of any country or international authority.
- 2. Service in the military, naval or air service of any country.
- **3.** Suicide or self-destruction, self-inflicted injury, or any attempt thereat by the Insured Person while sane or insane.
- **4.** Loss or injury to which a contributory cause was the commission of, or attempt to commit, an illegal act by or on behalf of the Insured Person or his or her beneficiaries.
- **5.** Infection with Human Immunodeficiency Virus (HIV) or variants including Auto Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).

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- **6.** Illness, disease, bacterial or bacterial infections except pyogenic infection which are cause by an accidental cut or wound.
- 7. Hernia of any kind.
- **8.** Diving (aqualung or scuba), alpinism or mountaineering that requires the use of ropes or guides, parachuting, flight in gliders, winter sports, professional sports, or races other than foot races. This exclusion applies to preparation and training practices for all such activities.
- **9.** Participation in aviation, except when traveling as a passenger paying ticket in an aircraft of fixed wing, provided and operated by and airline with regular scheduled flights or by companies that provide charter flights dully licensed for the regular transport of passengers paying tickets, or in helicopters provided and operated by an airline dully licensed for the regular transport of passengers paying tickets, as far as such helicopter operates only between established commercial airports and/or licensed commercial heliports;
- **10.** Driving any vehicle while the alcohol level in blood exceeds the level allowed by the laws of the Country, State, Territory and/or local government where the accident that caused the bodily injury occurred;
- **11.** Being under the influence of drugs or intoxicants, unless taken under the advice of a physician.
- **12.** Any Pregnancy or resulting childbirth, abortion or miscarriage;
- **13.** Congenital anomalies and/or pre-existent medical conditions, and conditions resulting thereof;
- 14. Handling or use of radioactive, toxic or explosive substances or claims resulting thereof.

V. Effective Date & Termination

1. Effective Date: This policy shall become effective and commence at 12:01 A.M. EST on the date specified as the Effective Date of insurance in the Declarations.

2. Termination

- **a. Right to Return Policy**: In the event the Principal Insured Person is not satisfied with this Policy for any reason, it may be returned to the Company. Any premium billed to the Principal Insured Person's Account will be refunded. In such event, this Policy shall be deemed to have been void from the Effective Date of Insurance and the Company shall not be liable for any claim incurred. If any premium has been paid, such premium shall be refunded to the Principal Insured Person by the Company.
- **b.** Termination by the Principal Insured Person: If the Principal Insured Person subsequently gives notice in writing to the Company to terminate cover with respect to Insured Persons included hereunder, such termination shall become effective on the first of the following month after notice is received.
- **c. Termination by the Company**: The Company may give notice of termination hereof by letter to the Principal Insured Person at his or her last known address. Such termination shall become effective seven days following the date of such notice, except for non-payment of premium or an act of law.

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- **d.** Termination for Non-Payment of Premium: In the event the premium charged to the Principal Insured Person's credit card or bank account is not paid, this Policy shall be deemed to have been void from the intended Effective Date of Insurance.
- **e.** Automatic termination: This policy shall terminate immediately on the earlier of the following events: (1) once the Period of Insurance ends; (2) termination for non-payment of premium.

VI. Policy Provisions

- 1. Entire Contract and Policy Changes: The Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in the policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon. No authorized representative has authority to change this policy or to waive any of its provisions.
- **2. Notice of Claim:** Written notice of claim must be given to the Company within thirty days (30) after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Administrative Offices of the Company, or to any authorized representative of the Company, with information sufficient to identify the Principal Insured Person shall be deemed notice to the Company. The notice should be sent to Chubb Insurance Company of Puerto Rico Attn: Claims Dept, PO BOX 191249 San Juan, PR 00919-1249.
- **3. Claims Forms:** The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
- **4. Proofs of Loss:** Written proof of loss must be furnished to the Company at it's said office in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the Company is liable and in case of claim for any other loss within ninety (90) days after the date of such loss. 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 case of legal incapacity, later than one (1) year from the time proof is otherwise required.
- **5. Time of Payment of Claims:** Indemnities payable under this policy for any loss other than loss for which this policy 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 policy provides periodic payment will be paid not later than thirty (30) days upon receipt of due written proof of such loss and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

ACE-TIAP-STNRP (02/2015)

- 6. Payment of Claims: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payments which may be prescribed herein and effective at the time of payment. If more than one beneficiary is designated and no shares of the insurance to be paid are divided between them, then the beneficiaries shall share equally. If no such designation or provision is then effective, or the person in question is an Additional Insured Person, such indemnity shall be paid to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:
 - a. The Insured Person's Spouse;
 - b. The Insured Person's Domestic Partner
 - c. His or her children, including legally adopted children
 - d. His or her parents or any of them;
 - e. His or her brothers and sisters;
 - f. His or her executor or administrator

In determining such person or persons the company may rely upon a declaration by a member of any of the classes of preference beneficiaries described above. Payment based upon such declaration shall fully discharge the Company from all obligations under this policy. Any amount payable to a minor may be paid to the minor's legal guardian. All other indemnities will be payable to the Insured Person.

Any other accrued indemnities unpaid at the Insured Person'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.

Subject to any written direction of the insured in the application or otherwise, all or a portion of any indemnities provided by this policy on account of hospital, nursing, medical, or surgical services may, at the insurer's option and unless the insured requests otherwise in writing not later than the time of filing proofs of such loss, be paid directly to the hospital or person rendering such services; but it is not required that the service be rendered by a particular hospital or person.

- **7. Physical Examination and Autopsy:** The Company at its own expenses shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
- **8.** Legal Actions: No action at law or in equity shall be brought to recover on the policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.
- **9. Return of Premium:** Any premium paid to the Company for a period not covered by this policy, will be returned to the Principal Insured Person.
- **10. Conformity with State or Country Statutes:** Any provision of the policy which, on its effective date, is in conflict with the statutes of the state or country in which the policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

- **11. Change of Beneficiary:** The Principal Insured Person will have the right to change the beneficiary or beneficiaries and their consent will not be necessary for the cancelation or cession of this Policy, nor for changes of beneficiary nor for any other change in the Policy.
- **12. Loss of Rights:** In the event that the claim made by the Insured Person is in any way fraudulent or to support such claim, false or inaccurate declarations are made, deceitful means or documents are provided by the Insured Person, beneficiary or by third parties acting on behalf of the Insured Person in order to obtain a benefit under this Policy; and/or the loss is voluntarily caused by the Insured Person, by his/her beneficiary or by third parties acting on behalf of the Insured Person in order to obtain a benefit under this Policy, and if the loss is voluntarily caused by the Insured Person or with his/her complicity, the Insured Person or his/her beneficiaries will loose all rights over this Policy.
- **13. Misstatement of Age:** If the age of an Insured Person has been misstated, and the misstatement has an effect on the Premium amount, all amounts payable under this policy shall be such as the premium paid would have purchased at the correct age. If the Company accepts premiums where the Insured Person has misstated his age and if at the correct age the Insured Person would not have been eligible for insurance, the liability of the Company shall be limited to the refund of all premiums paid.
- **14. Omissions and Inaccurate Declarations:** All statements and descriptions in any application for this insurance policy or in negotiations therefor, by or in behalf of the Insured Person, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealment of acts, and incorrect statements shall not prevent a recovery under the policy unless:
 - a. fraudulent; or
 - b. material either to the acceptance of the risk, or to the hazard assumed by the insurer, or
 - c. the Company in good faith would either not have issued the policy, or would not have issued a policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or otherwise.

When the applicant incurs in any of the actions enumerated above herein, the recovery shall only be prevented if such actions or omissions contributed to the loss that gave rise to the action.

- **15. Insured Person Signature:** In order for this Policy to be valid, it is a requirement the application for insurance previously signed by the Principal Insured Person.
- **16. Jurisdiction:** All litigations related to this Policy will be solved by the laws and under the jurisdiction of the Commonwealth of Puerto Rico.



In Witness Whereof, we have caused this policy to be executed and attested, and if required by state or country laws, this policy shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, Ste 500 San Juan PR, 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Assistance Service for all Insured Journeys

Pre-Travel Assistance

During a Period of Insurance the Insured Person may contact Chubb Assistance by calling Toll Free: 1-855-327-1445 or Collect: 1-312-935-1713.

Some of the services available are as follows:

1. General Advice

- a. Business and social customs.
- b. Political situations.
- c. Medical advice and medical facilities overseas.
- d. Health precautions, including vaccinations.
- e. Visa and entry permit requirements.
- f. Currency and Banking hours.
- g. Time zones and Climate.
- h. Driving restrictions.

2. Security Advice

- a. **Over 135 countries covered** and details are updated by a team of impartial security analysts every day of the week.
- b. Terrorist, Kidnap and cultural threats are included in the range of topics covered.
- c. **Email updates** free concise security updates will be e-mailed daily to the Insured Person's inbox. The Insured Person must first register. Instructions are contained in the website.

3. Tailored Security Briefings

At the request of any Insured Person, a customized report will be issued which will give security advice tailored to protect the Insured Person during a specific trip. Such report will be made available within 24 hours of the request.

Travel Assistance

If during a Period of Insurance the Insured Person requires medical or personal assistance or advice during a Journey he/she may call **Chubb Assistance** (or in non-emergency situations log onto the website) in respect of:

- 1. Medical Assistance
 - a. 24 hour service 24 hours a day, 365 days a year multi-lingual service.
 - b. Medical Expertise On hand for advice, referral or treatment.
 - c. Air Ambulance Assistance with emergency repatriation including use of Air Ambulance or scheduled flights as necessary and appropriate.
 - d. Local payment of hospital bills No need for the Insured Person to use his/her own cash. Chubb Assistance will guarantee the payment of overseas hospital and doctor's accounts outside the Insured Person Country of Domicile.
 - e. **Drug replacement** Replacement of essential maintenance medication or prescribed drugs at the Insured Person's expense.
 - f. **Arranging overseas hospitalization** Locating and arranging for Hospital Confinement and monitoring patients in co-operation with the attending local physician.
 - g. Local Agent Arranging for the services of a local agent to provide assistance and advice.
 - h. **Funeral Arrangements** Organizing the repatriation of human remains and arranging the necessary import/export documents.
 - i. Liaising With patient's relatives, employer, Medical Practitioners and Hospital Services.
 - j. **Relatives traveling to be with the Insured Person** Assisting accompanying relatives of the patient by arranging and paying for transport costs and additional accommodation costs door to door.
 - k. Locating and dispatching drugs Plus contact lenses glasses blood and medical equipment which are unavailable at the patient's location.
 - l. Repatriation of Mortal Remains Assistance with the Repatriation of Mortal Remains.

2. Non-medical Assistance

- a. **Replacing Lost or Stolen Documents** Advice on how to obtain replacement of lost or stolen passport, tickets, or other travel documents.
- b. **Canceling Financial Cards** Advice on cancelation of lost or stolen financial cards or travelers' checks.
- c. **Emergency Cash** Advice on how to obtain advance of emergency funds following loss or theft of money overseas. .
- d. Lost luggage location Advice on how to obtain information for tracking of lost luggage.
- e. **Business Documents and messages** Advice for forwarding essential business documents and urgent messages, at the Insured Person's expense.
- f. **Legal advice Chubb Assistance** will help the Insured Person with the recruitment of local legal counsels for his/her defense in civil or criminal procedures.



Interpreters – The referral of interpreters at the Insured Person's expense.

- g. **Emergency Travel Agency** twenty four hours Travel Agency service to make emergency transport and/or hotel reservations.
- h. Emergency Messages Service Emergency messaging service in which the Insured Person may send or receive urgent messages related to the benefits of this Policy to/ from any place in the World. Under no circumstances Chubb Assistance will be responsible for the content, veracity or form of the information being transmitted.

Specific Exclusions Applicable to Assistance Service to All Insured Journeys

- 1. **Chubb Assistance** will not provide any assistance service when the same has been requested after the Insured Person has arrived to his Country of Domicile.
- 2. No assistance service will be offered when the same directly arises out of:
 - a. Brawl, when provoked by the Insured Person.
 - b. The Insured Person being intentionally involved in illegal acts.
 - c. The Insured Person being under the influence of alcohol or illegal drugs.
- 3. Under no circumstances **Chubb Assistance** will be responsible for:
 - a. Delays or breach of obligations by third parties.
 - b. Services provided by independent third parties not hired by Chubb Assistance.
 - c. Changes of dates, itineraries, addresses, events or services.
 - d. Services provided by legal counsels nor the outcome of such services.
 - e. Fraud or attempt of fraud by any Insured Person in the process of requesting a service..

Specific Provisions Applicable to Assistance Service to All Insured Journeys

- 1. The Insured Person must be aware that problems related to distance, information and communication make impossible for **Chubb Assistance** to be responsible for the availability, quality, use or outcome of any emergency service. In all cases, the Insured Person continues to be responsible of obtaining, using and paying for any requested service.
- 2. **Chubb Assistance** will be responsible for the services of advice above mentioned. The same are totally independent from the insurance benefits provided under this Policy which are the sole responsibility of **Chubb Insurance Company of Puerto Rico**.
- 3. Both **Chubb Assistance** and **Chubb Insurance Company of Puerto Rico** will not assume responsibility for damages to property and/or the Insured Person within the period elapsing between the call requesting the assistance service and the delivery of the same.



In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street Ste 500 San Juan, PR 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Accidental Death in Common Carrier

If during a Period of Insurance while riding in or boarding or alighting from a Common Carrier for which the Insured Person has a passenger paid ticket, Accident occurs during a Journey and causes the Loss of Life of the Insured Person within ninety days after the date of the accident causing such loss, the Company will pay a benefit equal to 100% of the Principal Sum up to the amounts shown in the Schedule of Benefits .

Definition

Common Carrier means any land, water, or air conveyance operated under license for the transportation of passengers for hire.

Specific Provision Applicable to Accidental Death

If by reason of an accident covered by the policy an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder such loss will be covered under the terms of the policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolucion Street, Ste 500 San Juan, PR 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program

Accidental Death, Dismemberment & Loss of Use during a Trip

If during a Period of Insurance an Accident occurs during a Journey and causes Bodily Injury to an Insured Person, the Company will pay up to the amounts shown in the Schedule of Benefits and in the percentages stated in the Table of Losses shown below, provided that:

Such loss occurs (1) within ninety days after the date of accident causing such loss.

The indemnity payable for any such loss shall be the percentage of the Principal Sum shown in the Schedule of Benefits as stated the Table of Losses.

If more than one loss stated in the Table of Losses is sustained as the result of one accident, only one of the amounts so stated in said Table, the largest, shall be payable.

Where Bodily Injury results in Loss of Life, Loss of Limb due to Dismemberment or Loss of Use, the Company will pay up to the amount shown in the Schedule of Benefits and according to the percentage stated in the Table of Losses.

The percentage payable will be relative to the degree of loss as shown in the Table of Losses which prescribes the maximum percentage payable for a range of losses.

Table of Losses	Percentage of Principal Sum
Loss of Life	100%
Loss of Limbs	
Loss of Both Hands or Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of Either Hand or Foot and Sight of One Eye	100%
Loss of Speech	100%
Loss of Hearing in Both Ears	100%
Loss of Either Hand or Foot	50%
Loss of Either Sight of One Eye or Hearing of One Ear	50%
Loss of Use	
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%

The term "Loss of Limb" as used herein shall mean with regard to hands and feet, actual severance through or above wrist or ankle joints, with regard to speech, entire irrecoverable loss of speech, with regard to eyes, entire irrecoverable loss of sight, with regard to ears, entire irrecoverable loss of hearing.

The term "Loss of Use" as used herein shall mean with regard to Quadriplegia, complete paralysis of all four limbs (arms and legs). With regard to Paraplegia, complete paralysis of the lower half of the body including both legs. With regard to Hemiplegia, complete paralysis of one side of the body including one arm and one leg. With regard to Uniplegia, complete paralysis of any one arm or leg.

Specific Provision Applicable to Accidental Death

If by reason of an accident covered by the policy an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which indemnity is otherwise payable hereunder such loss will be covered under the terms of the policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of the policy, that such Insured Person shall have suffered loss of life within the meaning of the policy.

Specific Provisions Applicable to Dismemberment and Loss of Use

The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits for Dismemberment and Loss of Use for each Insured Person in respect of any one Accident.

Cover for an Insured Person who has attained the age of seventy-five years shall be limited to Loss of one or more limbs or Loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the Schedule of Benefits.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resoloución Street, Ste 500 San Juan, PR 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program

Accident and Sickness Medical Expense Reimbursement while on an Insured Trip

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a covered Journey, the Company will reimburse the Insured Person in respect of Medical Expenses up to the amount shown in the Schedule of Benefits.

Definition

Medical Expenses shall mean all reasonable costs necessarily incurred outside the Insured Person's Country of Domicile for Hospital (standard room and board), nursing home, ground ambulance within the country where the accident/illness occurred, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner. Dental and/or optical expenses are covered only if incurred in an emergency or as a direct result of bodily injury caused solely by an Accident. Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the Journey.

Specific Exclusions Applicable to Accident and Sickness Medical Expense Reimbursement while on an Insured Trip

The Company shall not be liable for:

- 1. Any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice.
- 2. Any expenses covered by a health insurance program in which the Insured Person is enrolled in his Country of Domicile.
- 3. An amount in Excess of the maximum benefit shown in the Schedule of Benefits.
- 4. Any expenses incurred by the Insured Person before the departure date on a covered trip or after the arrival date to the Country of Domicile as stated in the Declarations.

Specific Provision Applicable to Accident and Sickness Medical Expense Reimbursement while on an Insured Trip

In any case, this coverage is in excess of any other medical plan the Insured Person may have and the charges for medical services must be corresponding to the customary costs in the place in which the medical services are provided.

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state or country laws, this policy shall not be valid unless countersigned by our authorized representative.

In the name of the Company,

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, Ste 500 San Juan, PR 00920-2707 ACE-TIAP-ASME

Chubb Travel Insurance (The Company)

Travel Insurance & Assistance Program Disruption

Cancellation, Alteration, Curtailment, Replacement, Rearrangement Expenses and Airline Flight Overbooking

If during a period of insurance an Insured Person is forced to:

- 1. cancel any Journey prior to the commencement of that Journey; or
- 2. alter the itinerary or curtail any part of a planned Journey; or
- 3. rearrange the Journey; or
- 4. delay trip outward or return departure;

as the direct and necessary result of any cause outside of the control of the Insured Person, the Company will indemnify the Insured Person in respect of Cancellation Expenses, Alteration of Itinerary or Curtailment Expenses, Rearrangement Expenses or Replacement Expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey.

Covered reasons for Disruption include:

- 1. Natural disasters.
- 2. Hijacking.
- 3. A fire or flood at the Insured Person's house.
- 4. An accident in route.
- 5. Sickness or injury of the Insured Person or immediately Family Members.
- 6. Sickness or injury of one of the party members accompanying the Insured Person during the trip.
- 7. Being called to serve on a jury.

Definitions

- 1. **Aggregate Limit** shall mean the maximum amount shown in the Schedule of Benefits the Company will pay overall for Cancellation Expenses; and/or Alteration of Itinerary or Curtailment Expenses; and/or Rearrangement Expenses; and/or Replacement Expenses, for all Insured Persons in respect of on any one Journey or travelling to any one event.
- 2. Airline Flight Overbooking shall mean if due to overbooking of tickets by the airline the Insured Person is forced to wait a at least six (6) hours for the next available flight to the same destination for which he/she has paid reservation, and is involuntary detained to travel onboard the dully authorized regular service commercial airplane in which he/she had a reserved seat.

ACE-TIAP-DIS (10/2018)

- 3. Alteration of Itinerary or Curtailment Expenses shall mean loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and additional travel and accommodation expenses.
- 4. **Cancellation Expenses** shall mean loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.
- 5. **Rearrangement Expenses** shall mean all reasonable travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used in the original Journey.
- 6. **Sickness** means illness or disease contracted or commencing after the Effective Date of coverage for an Insured Person whose illness or disease is the basis of claim.
- 7. **Travel Delay** shall mean If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least six (6) hours from the departure time indicated by the carrier due airline flight overbooking, strike, industrial action, adverse weather conditions, hijacking, quarantine, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance. The Company will reimburse the Insured Person up to Five Hundred Dollars (US \$500.00) for expenses incurred due to delay of trip outward or return portion.

Specific Condition Applicable to Disruption (Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses, Airline Flight Overbooking)

- 1. If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non refundable as a result of cancellation, alteration of itinerary, curtailment or rearrangement the Company shall indemnify the Insured Person up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.
- 2. If the aggregate amount payable exceeds the Aggregate Limit, the amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by the Company in the name of the Insured Person, one Aggregate Limit per Journey or event, the greatest, shall apply over all.
- 3. The Insured Person may claim only once for airline seats overbooking occurring in the same flight. In the event that the Insured Person receives an indemnity from the airline, the amount payable by the Company for this cause shall be reduced in proportion to the indemnity paid by the airline.

ACE-TIAP-DIS (10/2018)

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Specific Exclusions Applicable to Disruption (including all benefits)

The Company shall not be liable for:

- 1. Any expenses where a Journey is undertaken against the advice of a medical practitioner or where the purpose of the Journey is to receive medical treatment or advice.
- 2. Any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Insured Person.
- 3. Any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue.
- 4. Any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey.
- 5. Any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced.
- 6. Any expenses incurred as result of adverse changes in the Insured Person's financial circumstances.
- 7. Any expenses incurred as a result of regulations or order made by any Public Authority or Government.
- 8. Any expenses incurred as a result of strike, labor dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured Trip was booked.
- 9. Any expenses incurred where a Journey is cancelled, altered, curtailed, delayed, rearranged and/or Insured Person is replaced due to self-inflicted injuries.
- 10. Any expenses incurred where a Journey is cancelled, altered, curtailed, delayed, rearranged and/or Insured Person is replaced due to sickness or injury due to the use of illegal drugs.
- 11. Any amount in excess of the Aggregate Limit.
- 12. Applicable to Travel Delay section only:
 - a. Any delay where the Insured Person failed to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action.
 - b. Any delay where the Insured Person failed obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.

ACE-TIAP-DIS (10/2018)

- c. Withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.
- d. The Insured Person cancelling the Journey and being eligible for indemnity for Cancellation Expenses.
- 13. Applicable to Airline Flight Overbooking:
 - a. Any of the charges or costs incurred when the seats overbooking is not involuntary and/or is of obligatory in nature.
 - b. Any claim for which written proof from the airline is not obtained, which confirm that the Insured Person was unable to travel due to reservations excess and the delay period until the confirmation of his/her next available flight.
 - c. The delay of departure or late arrival to the place of departure for reason other than airline flight overbooking.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Calle Resolución, Ste 500 San Juan, PR 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Emergency Repatriation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey, the Company will indemnify the Insured Person in respect of Emergency Repatriation Expenses.

Definition

Emergency Repatriation Expenses shall mean all reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in his/her Country of Domicile provided that such repatriation/transportation is:

- 1. Medically Necessary
- 2. Organized by **Chubb Assistance**.

For the purpose of this benefit medically necessary Emergency Repatriation shall mean repatriation needed and justifiable because specific medical treatment is not available in the place in which the Insured Person became ill or sustained injury during a Journey.

Specific Conditions applicable to Emergency Repatriation Expenses

- 1. **Chubb Assistance** must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- 2. The Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of **Chubb Assistance.**
- 3. Any repatriation must be organized by **Chubb Assistance** who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany an Insured Person if required.

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Personal Belongings

If during a Period of Insurance the Insured Person sustains loss of or damage to Personal Belongings during a Journey the Company will pay the Insured Person, in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey.

Definition

Personal Belongings shall mean personal articles which are the property of the Insured Person; or property, for which he/she is responsible; and which are taken on or acquired during the Journey.

Specific Conditions applicable to Personal Belongings

On the happening of any loss or damage the Company shall be entitled:

- 1. To take and keep possession of any article and to deal with salvage in a reasonable manner.
- 2. At its own option to repair or replace any article for which it is liable.

In the event of total loss or destruction of any article of Personal Belongings the basis of settlement shall be the cost of replacing the article as new provided that:

- 1. The replacement article is substantially the same but not better than the original article when new.
- 2. Proof of purchase/ownership is provided for articles valued in excess of US\$1,000.
- 3. The receipt for the replacement item is provided.
- 4. The amount payable to the Insured Person by the Company combined with the mean of transportation, for the loss or destruction of any Personal Belonging will not exceed the maximum benefit shown in the Schedule of Benefits for this coverage.

This coverage has a deductible of US\$75.00 to be the responsibility of the Insured Person. The maximum amount payable for each and any single item inside the Insured Person lost, stolen or damaged luggage, will be equal to ten percent (10%) of the maximum amount stated in the Schedule of Benefits.

In respect of any one Insured Person the Benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.

Specific Exclusions Applicable to Personal Belongings

The Company shall not be liable for:

- 1. Loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not).
- 2. Loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car.
- 3. Loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising therefrom.

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- 4. Loss or damage due to:
 - a. moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
 - b. inherent mechanical or electrical failure, breakdown or derangement; or
 - c. any process of cleaning, restoring, repairing or alteration.
- 5. More than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
- 6. Loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained.
- 7. Loss or damage to any items sent as freight or under an airway-bill or bill of lading.
- 8. Loss due to confiscation or detention by customs or any other authority.
- 9. Any items of household furniture, household appliances or household equipment.
- 10. Theft, loss or damage of electronic equipment including business related.
- 11. Loss of Money.
- 12. The amount of the excess (if any) shown in the Schedule of Benefits for Personal Belongings.
- 13. Animals, dentures or any dental device, any prosthesis, money, securities or credit cards, tickets, documents, any type of camera, sport equipment, materials or work related instruments, objects of art, luggage not registered with the transportation company, bicycles, mysterious disappearance.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, Ste 500 San Juan, PR 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Personal Belongings Delay

If during a Period of Insurance access is denied to all or part of the Insured Person's Personal Belongings for more than four hours during any stage of a Journey (other than the final return stage to the Country of Domicile) for any reason outside the Insured Person's control the Company will reimburse the Insured Person in respect of sums paid for the purchase of essential items of replacement clothing or toilet requisites up to the amount shown in the Schedule of Benefits. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings Rider in respect of the same loss.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, Ste 500 San Juan, PR 00920-2707

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Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Repatriation of Remains

The Company will pay the covered expenses in the event that the Insured Person dies while on a covered Journey out of his/her Country of Domicile during a Period of Insurance. Covered expenses include:

- 1. Transportation expenses of mortal remains to the Country of Domicile of the Insured Person.
- 2. Medical honorary, permits and legal requirements expenses needed to proceed with the transportation of remains.
- 3. Embalming, coffin and cremation expenses.

The expenses payment made by the Company will not exceed the maximum amount shown in the Schedule of Benefits. Expenses must be verified and approved by The Company.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, Ste 500 San Juan, PR 0090-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Round Trip Ticket & Accommodation Expenses

In case of a hospital confinement of the Insured Person projected to extend for more than five (5) days and which is due to accident or sickness during a covered trip, the Company will coordinate and pay for the cost of an Economic Class round trip ticket with origin in the Country of Domicile of the Insured Person for a person designated by the Insured Person, to be on his/her side; also the Company will coordinate a pay for the cost of accommodation of such designated person up to the maximum amount stated in the Schedule of Benefits per day, up to ten (10) natural days per trip and Insured.

If the Insured Person during a covered trip and as a consequence of accident or sickness or death is transferred or repatriated with the agreement of the treating medical team and with the previous authorization of the Company, and such circumstances prevent the return to the Country of Domicile by the means originally contracted of the immediate family members that travelled with the Insured person as companions, the Company will coordinate and pay the cost of transfer or repatriation to the place to which the Insured Person has been transferred or repatriated, if such arrangements were not covered by their original return tickets.

If the family members travelling with the Insured Person were younger than fifteen (15) years of age and if there were not a qualified and competent person to accompany them, the Company will coordinate and pay the cost for the service of a qualified person to accompany them to their Country of Domicile. The Company will coordinate and pay the cost of an Economic Class one way ticket for the return of the minor to the place of transfer or repatriation of the Insured Person, plus accommodation expenses and meals up to the maximum stated in the Schedule of Benefits and up to three (3) natural days.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, Ste 500 San Juan, PR 00920-2707

Chubb Insurance Company of Puerto Rico (The Company)

Travel Insurance & Assistance Program Cruise Boarding Guaranty

If due to delay in the scheduled time of arrival of the flight to its destination airport the Insured Person is unable to board the originally programmed cruise-ship for which he/she has purchased reservation, the Company will pay the costs incurred by the Insured Person up to the maximum amount stated in the Schedule, to board the same cruise-ship at the first possible port of call.

Specific Conditions Applicable to Travel Delay Cruise Boarding Guaranty:

1. Delay from the carrier's programmed scheduled time of arrival of the flight to its destination airport shall not be less than eight (8) hours.

2. Cause of delay applicable are strike, industrial action, adverse weather conditions, hijacking, quarantine, mechanical breakdown or structural defect affecting that aircraft.

3. The Insured Person must comply with the carrier's check in requirements according to the itinerary supplied.

Specific Exclusions Applicable to Travel Delay Cruise Boarding Guaranty:

The Company will not:

1. pay for any delay where the Insured Person failed to check in according to the itinerary supplied unless the failure was itself due to strike or industrial action;

2. pay for any delay where the Insured Person failed obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay. Written confirmation should be requested to the Customer Service Department of the carrier or their handling agent;

3. pay for any delay due to withdrawal from service temporarily or otherwise of an aircraft on the orders or recommendation of the manufacturer, the Civil Aviation Authority in any country;

4. pay for any cost incurred for which the Insured Person failed to obtain the corresponding purchase receipt.

Definitions:

1. Port of Call – a port where a ship stops during a journey.

2. Civil Aviation Authority – the government or statutory authority in each country that oversees the approval and regulation of civil aviation.

In Witness Whereof, we have caused this policy rider to be executed and attested, and if required by state or country laws, this policy rider shall not be valid unless countersigned by our authorized representative.

In the name of the Company,

Dayanira Fortis A&H Basic Book Manager 33 Resolución Street, STE 500 San Juan, PR 000920-2707 ACE-TIAP-CBG

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U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

Advisory Notice to Policyholders

This is a mandatory notice for all policies subscribed by Chubb Insurance Company of Puerto Rico.

This Policyholder Notice shall not be construed as part of **Your** Policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of **Your** Policy. You should read **Your** Policy and review **Your** Declarations page for complete information on the coverages **You** are provided.

This Notice provides information concerning possible impact on **Your** insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions Policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorists organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <u>http://www.treas.gov/ofac</u>.

In accordance with OFAC regulations; if it is determined that **You** or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance Policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

CHB OFAC 01 (09/2018)



Trade or Economic Sanctions Endorsement

This is a mandatory endorsement for all policies subscribed by Chubb Insurance Company of Puerto Rico.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the Policy remain unchanged.

CHB OFAC 02 (09/2018)

Chubb Producer Compensation Practices and Policies Notice

Chubb Insurance Company of Puerto Rico believes that policyholders should have access to information about its practices and policies related to the payment of compensation to producers and authorized representatives. Policyholders can obtain that information by accessing our website at http://www.chubbproducercompensation.com.



Unauthorized Premium Rebates Notice

The furnishing of false information by the insured or by his insurance producer or authorized representative leading to the granting of unauthorized premium rebates under this Policy subjects such persons to severe penalties provided by the Insurance Code of Puerto Rico, including the cancellation or non renewal of the producer's license.

ACE GN 03 (Ed. 08/2012)