

# AMERICAN COLLEGE STUDENT ASSOCIATION (ASCA) EVIDENCE OF COVERAGE

## Eligibility:

U.S. Citizens who are enrolled as full-time students in U.S. institutions and who are temporarily engaged in educational activities while outside the U.S.

## Eligibility Class:

Mandatory coverage for all enrolled participants of the Student Resources ASCA Study Abroad retail student product.

## Period of Coverage:

**Master Agreement Year:** Effective September 1, 2010 to August 31, 2011. No Insured person may have a policy period longer than 12 months.

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

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

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

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

All Coverages and Benefits are in U.S. Dollar Amounts

Personal Liability

\$100,000 per occurrence, \$200,000 in the aggregate

\$100 deductible per incident

Up to \$1,500, subject to \$100 deductible

## PERSONAL LIABILITY

A. Personal Liability Insurance Coverage

Limit per CLAIM: \$100,000

Deductible per CLAIM \$100

Aggregate Limit per INSURED \$200,000

B. Medical Payments Coverage:

C. Additional Living Expenses Coverage:

D. Payment of Deductible Under Homeowner's Insurance Coverage

E. Policy Aggregate

## DEFINITIONS

"AUTOMOBILE" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto "BODILY INJURY" means bodily injury, sickness or disease sustained by any person, including death. It does not include any communicable disease.

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

"CLAIMS EXPENSES" means:

(a) Fees charged by an attorney or attorneys designated by the Company and all other fees, costs, and expenses resulting from the investigation, adjustment, defense settlement and appeal of a CLAIM, suit or proceeding arising in connection therewith, if incurred by the Company, or incurred by the INSURED with 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

(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, settlements, 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 LIABILITY 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.

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.

(1) Defend any suit; and

(2) Make such investigation, negotiation and settlement of any claim or suit as the Company deems expedient

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, but not the duty, to:

(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.

"PERSONAL LIABILITY INSURANCE COVERAGE" means:

(a) physical injury to or destruction of tangible property, including the loss of use, or loss of the value of tangible property which has not been physically injured or destroyed.

(b) loss of use, or loss of the value of tangible property which has not been physically injured or destroyed.

(c) a publication or utterance in violation of an individual's right of privacy; or

(d) shock, mental anguish, or mental injury.

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

(f) the publication or utterance of a libel, slander or other defamatory or disparaging material; or

(g) 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.

(h) 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.

(i) 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.

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(t) 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.

(u) 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.

(v) 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.

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

(a) Primary Insurance:

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

(b) Method of Sharing:

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

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

### **Medical Payments Coverage**

The Company will pay up to \$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 Coverage**

If an INCIDENT caused by the activities of the INSURED results in the INSURED LOCATION becoming unfit to live in, the Company will pay for any necessary increase in living expenses incurred by the HOST FAMILY so that the household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage to the INSURED LOCATION or, if the HOST FAMILY

permanently relocates, the shortest time required for the HOST FAMILY to settle elsewhere. The Company will pay the HOST FAMILY benefits up to 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

### **LIMIT OF LIABILITY – CLAIMS**

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

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

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

that was threatened, committed, or alleged to have been committed, by any INSURED or by any person for whom the INSURED is legally responsible; however, notwithstanding the foregoing, the INSURED shall be protected under the terms of this policy as to any claim and/or allegation which may be covered by the policy upon which suit may be brought against him, for any such alleged behavior by an INSURED unless a judgment or a final adjudication adverse to the INSURED shall establish that such behavior occurred as an essential element of the cause of action so adjudicated;

- for injuries caused by or contributed to by the use, sale, manufacture, delivery, transfer or possession of controlled substances except as administered by a physician;
- for BODILY INJURY OR PROPERTY DAMAGE arising from the use of alcohol, intoxicants drugs or narcotics, except as prescribed by a licensed physician;
- for BODILY INJURY or PROPERTY DAMAGE due to war, whether or not declared, civil insurrection, rebellion or revolution or to any act or condition incidental to any of the foregoing;
- for PERSONAL INJURY or BODILY INJURY to the INSURED or to a dependent of the Insured;
- brought against any INSURED arising out of the INSURED'S business pursuits, investments, or other for profit activities;
- for BODILY INJURY or PROPERTY DAMAGE caused directly or indirectly by nuclear reaction, radiation, contamination whether radioactive or not, regardless of how it was caused.
- for BODILY INJURY or PROPERTY DAMAGE caused directly or indirectly by pollution or asbestos, regardless of how it was caused.
- the INSURED'S rendering of day care services when such services are for persons other than the Host Family's children.
- 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.
- for BODILY INJURY or PROPERTY DAMAGE among or between INSUREDS traveling together and INSUREDS and their accompanying relatives.

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

(a) When the Company first receives written notice from the INSURED, that a CLAIM has been made, or

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

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

### **GENERAL PROVISIONS**

**ACTION AGAINST THE COMPANY.** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, but not until the amount of the INSURED's obligation to pay shall have been finally determined either by judgment against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.

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

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

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

**POLICY TERM.** With respect to each INSURED, the POLICY TERM shall begin WHEN AN INSURED'S COVERAGE BEGINS and terminate WHEN AN INSURED'S COVERAGE ENDS as stated in the General Provisions of the Policy.

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

- within the amount of the applicable deductible; or
- in excess of the applicable limit of liability,

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

### **LOSS OF BAGGAGE**

This Plan will reimburse you for loss, theft or damage to your baggage or personal effects, checked with a Common Carrier provided You have taken all reasonable measures to protect, save and/or recover your property at all times. This Plan is secondary to any coverage provided by a Common Carrier and all other valid and collective insurance. This Plan will pay the lesser of: 1) the actual cash value (cost less proper deduction for depreciation at the time of loss, theft or damage); 2) the cost to repair or replace the article with material of a like kind and quality; or, 3) \$100 per article, up to the maximum as stated in the Schedule of Benefits.

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

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

### **PLAN PROVISIONS**

#### **Refund of Plan Cost:**

Student Resources will only refund your Plan Cost if a written request is received prior to the Plan's effective date. The Plan Cost is non-refundable after that date.

#### **Notice of Claim:**

Written notice of claim(s) must be given to Coordinated Benefit Plans, Inc. (CBPI) within 30 days after the occurrence or commencement of any Disablement, or as soon thereafter as is reasonably possible. Notice given by someone on your behalf to Student Resources, with information sufficient to identify you shall be deemed sufficient notice to CBPI.

#### **Claim Forms:**

Upon receipt of a notice of claim, claim forms shall be furnished to you for filing Proof of Loss.

#### **Payment of Claims:**

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to your estate. If any indemnity of the Plan shall be payable to a minor, or one otherwise not competent to give a valid release, the Plan shall pay such indemnity, up to an amount not exceeding \$1,000, to any Relative by blood or connection by marriage to you who is deemed to be equitably entitled thereto. Any payment made by the Plan in good faith pursuant to this provision shall fully discharge the Plan to the extent of such payment. Subject to any written direction by you all or a portion of any indemnities provided by this Plan on account of Hospital, nursing, medical or Surgical service may, at the Plan's option and unless you request otherwise in writing not later than the time for filing proof of such loss, be paid directly to the Hospital or person rendering such services, but is not required the service be rendered by a particular Hospital or person.

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

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

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

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

### **LIMITATIONS AND EXCLUSIONS**

This insurance does not apply to any CLAIM or suit:

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