

# STARR COMPANIES

Dallas, Texas

Administrative Office: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022

## **SCHEDULE OF BENEFITS** **Plan: Safe Descents Ski Evacuation**

**We will provide the coverage described in this Policy and listed below.**

<b>BENEFITS</b>	<b>MAXIMUM BENEFIT</b>
Ski Rescue and Evacuation	\$25,000 per Insured

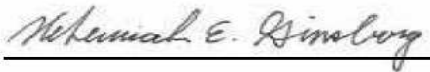
The Maximum Benefit shown is an aggregate amount for each Insured for all Covered Activities during the Policy Term.

**This limited benefit policy provides rescue, evaluation and repatriation coverage only.**

**This policy is not renewable.**

**TERRITORY:** This Policy applies to an insured event unless specifically limited by Us through endorsement or where the Insured or any beneficiary or payee under this Policy is a citizen or instrumentality of the government or any country(ies) against which any laws and/or regulations governing this Policy and/or Us have established any embargo or other form of economic sanction which has the effect of prohibiting Us from providing insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary or payee under this Policy. No benefits or payments will be made to any beneficiary(ies) or payees who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or Us.

In Witness Whereof, We have caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by Our duly authorized representative.



Nehemiah E. Ginsburg,  
General Counsel and Secretary



Steve Blakey,  
President and Chief Executive Officer

**SKIERS RESCUE AND EVACUATION INSURANCE POLICY**  
**Safe Descents Ski Evacuation**

**Excess Insurance**

This Policy is issued in consideration of the payment of the premium due. This Policy describes all of the rescue and evacuation insurance benefits underwritten by Starr Indemnity & Liability Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Schedule of Benefits. It provides You with specific information about the program You purchased.

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**SECTION I. GENERAL DEFINITIONS**

**"Accident"** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during a Covered Activity.

**"Accidental Injury"** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Expiration Date. Benefits for Accidental Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

**"Assistance Company"** means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, emergency medical evacuation and repatriation.

**"Backcountry Skiing or Snowboarding"** means skiing or snowboarding in unmarked, unpatrolled areas beyond the boundaries of the Ski Resort.

**"Complications of Pregnancy"** means a condition that is distinct from pregnancy but is adversely affected or caused by pregnancy.

**"Covered Activity(ies)"** means:

- (a) riding a ski lift at a Ski Resort for the purpose of skiing or snowboarding;
- (b) skiing or snowboarding at a Ski Resort;
- (c) participating as an enrollee in ski or snowboard school at a Ski Resort.

**"Dependent Child(ren)"** means an unmarried child, stepchild, legally adopted child or foster child, who is less than age 18.

**"Domestic Partner"** means a same-sex partner who is at least 18 years of age and who:

- (a) has entered into a civil contract with the Insured and such contract is registered with a county clerk in the state of Oregon;
- (b) is not legally married to any other person nor in a domestic partnership with another individual; and
- (c) is not a first cousin nor any nearer of kin to the Insured, whether of whole or half blood, whether by blood or adoption, computing by the rules of the civil law, unless the person is a first cousin to the Insured by adoption only.

**"Effective Date"** means the date and time the Insured's coverage begins, as outlined in **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE** of the Policy.

**"Emergency Medical Evacuation"** means transportation to the nearest Hospital or other medical facility capable of providing appropriate treatment.

**"Emergency Medical Evacuation Expenses"** means expenses incurred for Medically Necessary transportation, including Reasonable and Customary medical services and supplies incurred in connection with the Insured's Emergency

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Medical Evacuation. Expenses for transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting the Insured; (c) reviewed and pre-approved by Our designated Assistance Company; and (d) by the most direct and economical conveyance and route possible, such as air or land ambulance or commercial airline carrier. Emergency Medical Evacuation Expenses shall also include the Reasonable and Customary expenses for escort expenses required by the Insured if disabled during a Covered Activity and an escort is recommended in writing by an attending Physician. Such expenses must be pre-approved and authorized by Our designated Assistance Company.

**"Emergency Treatment"** means necessary medical treatment, including services and supplies that must be performed during a Covered Activity due to the serious and acute nature of the Accidental Injury.

**"Expiration Date"** means the last date the Insured's Lift Ticket is valid during a Covered Activity.

**"Extreme Skiing"** means any skiing that involves heli-skiing or heli-snowboarding, Backcountry Skiing or Snowboarding or skiing out of the patrolled ski boundaries or on closed trails.

**"Field Rescue"** means the Insured's rescue and transportation by, or at the direction of, a government agency or authority from the location of the Insured's Accidental Injury to the nearest Hospital or other medical facility for emergency care or treatment. The Field Rescue is to be performed by individuals who have been appointed or requested by a governmental authority within (50) miles of the person's last known location before the requested rescue is activated.

**"Field Rescue Expenses"** means those reasonable costs incurred for: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment or expenses deemed necessary and appropriate to conduct activities designed to recover or rescue the Insured. Field Rescue Expenses must be documented by itemized receipts and costs from such agencies or authority. Field Rescue Expenses do not include any fines, damages, penalties, liability or the costs of any litigation that result from the Insured's activities or actions.

**"Hospital"** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides 24-hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a prearranged basis;
- (f) is not primarily a nursing care facility, rest home, convalescent home or similar establishment or any separate ward, wing or section of a Hospital used as such; and
- (g) is not a treatment or rehabilitation facility for drug addiction or alcohol abuse.

**"Insured"** means a person for whom the required premium has been paid and for whom a Lift Ticket has been purchased.

**"Lift Ticket"** means a single or multi-day ticket or Season Pass purchased for use to ski and/or snowboard at a Ski Resort. Insurance under this Policy is not transferrable, even if a Lift Ticket or Season Pass is transferrable.

**"Lift Ticket Broker"** means the entity that sells a Lift Ticket. Lift Ticket Broker may include a Ski Resort, an online broker, or a property management company. Lift Ticket Broker does not include an individual reselling Lift Tickets.

**"Medical Repatriation"** means transportation to the Hospital or medical facility closest to the Insured's primary residence capable of providing continued, appropriate treatment.

**"Medically Necessary"** means that a treatment, service or supply is: (a) essential for diagnosis, treatment or care of the Accidental Injury for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under the Physician's care, supervision or order.

**"Physician"** means a licensed health care provider of medical, surgical or dental services acting within the scope of the Physician's license and rendering care or treatment to the Insured that is appropriate for the Insured's medical condition(s) and locality where the services are provided. The treating Physician must not be related to the Insured.

**"Policy"** means this individual Policy document, the Schedule of Benefits, and any endorsements, riders or amendments that may attach during the period of coverage.

**"Reasonable and Customary / Reasonable and Customary Charges"** means an expense that:

- (a) is charged for treatment, supplies or Medically Necessary services to treat the Insured's condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and

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(c) does not include charges that would not have been made in the absence of insurance.

In no event will the Reasonable and Customary Charges exceed the actual amount charged.

**"Season Pass"** means a ski or snowboard pass for multiple day usage throughout the duration of the ski or snowboard season, as defined by the Ski Resort.

**"Ski Resort"** means a designated area with facilities and marked trails for skiing and snowboarding.

**"Starting Date"** means the first date the Insured's Lift Ticket is valid during a Covered Activity.

**"Unforeseen"** means not anticipated or expected.

**"We, Us, Our"** means Starr Indemnity & Liability Company and its agents.

**"You"** and **"Your"** means the person who purchased this Policy and paid any required premium. You and Your includes the Insured.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**SUIT AGAINST US:** No legal action, suit or legal proceeding related to a claim can be brought against Us:

- (a) until 60 days after We receive Proof of Loss;
- (b) unless there has been full compliance with all of the terms of this Policy; and
- (c) more than 3 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Coverage shall be void if, whether before or after a loss, You or the Insured have concealed or misrepresented:

- (a) any material fact or circumstance concerning the Policy;
- (b) the subject thereof; or
- (c) Your or the Insured's interest therein.

Coverage shall also be void if, whether before or after a loss, You or the Insured commit fraud or material misrepresentation in connection with this insurance coverage.

**SUBROGATION:** To the extent We pay for a loss suffered by the Insured, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

**CONFORMITY WITH LAW:** Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**PREMIUM:** The required premium must be paid to Us, Our agent or to the Lift Ticket Broker prior to or on the Starting Date.

**EXCESS INSURANCE:** Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If, at the time of the loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity.

**ENTIRE CONTRACT:** This Policy and any attachments represent the entire contract between You and Us.

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**ELIGIBILITY:** An individual:

- (a) for whom this insurance has been purchased; and
- (b) for whom any required premium due has been paid; and
- (c) who uses a pre-purchased single or multiple day Lift Ticket or who purchases and uses a single or multiple day Lift Ticket on the Starting Date,

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is eligible to be insured under this Policy.

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of the Insured's Policy is the Starting Date indicated on the Insured's Lift Ticket.

**When Coverage Begins:**

Subject to payment of any premium due, coverage begins at:

- (a) 12:01 a.m. on the Starting Date shown on the Insured's Lift Ticket if the Lift Ticket is pre-purchased; or
- (b) the time and Starting Date of purchase shown on the Insured's Lift Ticket if You purchase the Insured's Lift Ticket on the same or first date it will be used.

**When Coverage Ends:**

Coverage is effective for the period between the Starting Date and the Expiration Date of the Insured's Lift Ticket. The Insured's coverage will end at 11:59 P.M. local time on the Expiration Date of the Insured's Lift Ticket.

**SECTION IV. COVERAGES**

Subject to the Maximum Benefit shown on the Schedule of Benefits, and subject to the terms, conditions, and exclusions in this Policy, We will provide benefits as described below.

**A. Field Rescue**

We will reimburse You for Field Rescue Expenses incurred if the Insured suffers an Accidental Injury during a Covered Activity that requires a Field Rescue at a Ski Resort. Benefits payable are subject to the Maximum Benefit shown on the Schedule of Benefits. In no event will We reimburse You for more than one (1) Field Rescue by appropriate authorities for any Covered Activity.

This benefit can only be activated when someone makes a formal report of the need for rescue to an agency or authority that can activate such a Field Rescue and the agency or authority is provided with specific details as to where the Insured might be located so that an official and organized Field Rescue can be activated. In the event the Field Rescue occurs after the Expiration Date, benefits will be provided subject to all terms and conditions of the Policy for Field Rescue if the Accidental Injury occurs prior to the Expiration Date.

**B. Emergency Medical Evacuation**

We will pay, subject to the limitations set out herein, for covered Emergency Medical Evacuation Expenses reasonably incurred if an Insured suffers an Accidental Injury that warrants the Insured's Emergency Medical Evacuation during a Covered Activity. Benefits payable are subject to the Maximum Benefit shown on the Schedule of Benefits.

If the Insured must be admitted to a Hospital due to a covered Accidental Injury, We will pay, subject to the limitations set out herein, for expenses:

- (a) to return to the Insured's primary residence in the United States, with an attendant if necessary, any children, under the age of eighteen (18) who were accompanying the Insured when the Accidental Injury occurred and were left alone because of same. Our payment will not exceed the cost of a single one-way economy airfare ticket per person, less the value of applied credit from any unused return travel tickets;
- (b) to bring one (1) person chosen by the Insured to and from the Hospital or other medical facility where the Insured is confined if alone, but not to exceed the cost of one round-trip economy airfare ticket and reasonable meals and accommodations.

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Emergency Medical Evacuation to the nearest Hospital or other medical facility capable of providing appropriate treatment does not require Physician determination or coordination with Our designated Assistance Company. However, the necessity of transportation to a Hospital or medical facility other than the nearest facility, or transportation between Hospitals or other medical facilities, must be determined by a Physician, in coordination with Our designated Assistance Company. We or the Assistance Company must review and approve the necessity of the Emergency Medical Evacuation. Further, the escort of unattended minor children must be coordinated with Our designated Assistance Company. The Emergency Medical Evacuation and escort of unattended minor children must be coordinated through the most direct and economical conveyance and route possible, such as air, land ambulance or commercial airline carrier.

**C. Medical Repatriation**

In addition to the above covered expenses, if the local attending Physician and Our designated Assistance Company determine that a Medical Repatriation is medically appropriate, We or Our designated Assistance Company will arrange the Medical Repatriation. The Medical Repatriation must be coordinated through the most direct and economical conveyance and route possible, such as air, land ambulance or commercial airline carrier and approved, in writing, by Our designated Assistance Company.

All arrangements for Medical Repatriation must be made through Our designated Assistance Company. If We or Our designated Assistance Company could not be contacted to arrange for Medical Repatriation, benefits are limited to the amount the Company would have paid had the Company or Our designated Assistance Company been contacted.

**D. Repatriation of Remains**

If the Insured dies during a Covered Activity, We will pay the reasonable expenses incurred to transport the Insured's body to the Insured's primary residence, a funeral home selected by the Insured's family in the United States. Benefits payable are subject to the Maximum Benefit shown on the Schedule of Benefits.

Expenses that we will pay include the reasonable expenses incurred to prepare the Insured's remains and the transportation of such remains.

We will also pay the expenses incurred to return to the Insured's primary residence, any unattended children under the age of nineteen (19) who were accompanying the Insured on the Covered Activity at the time of the Insured's death, including the cost of an attendant, if needed. Our payment will not exceed the cost of a one-way economy airfare ticket per person, less the value of any applied credit from any unused return travel tickets.

All arrangements for repatriation of the Insured's remains and the escort of unattended minor children must be made through Our designated Assistance Company. If We or Our designated Assistance Company could not be contacted to arrange for Repatriation of Remains, benefits are limited to the amount the Company would have paid had the Company or Our designated Assistance Company been contacted.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim immediately after receipt of acceptable written Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our liability to the extent of the claim.

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The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss.

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Insured's name (if different), the Lift Ticket Broker's name (if any) and the Policy number. Notice must be sent to Our administrative office, at the following address: Starr Indemnity & Liability Claims Department 1601 Market Street, Suite 1800, Philadelphia, PA 19103 or to Our authorized designee.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. This must be a detailed, written statement. Failure to furnish such proof within the time required will 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.

**OTHER INSURANCE WITH US:** You may be covered under only one travel Policy with Us for each Covered Activity. If You are covered under more than one such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine the Insured as often as is reasonably necessary while a claim is pending. We may choose the Physician. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

### SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

We will not pay for loss caused by or resulting from:

1. The Insured's Commission of, or attempt to commit, a criminal act;
2. Sickness;
3. Claims resulting from expenses incurred as a result of being intoxicated above the legal limit in the jurisdiction where the loss occurred or under the influence of drugs or controlled substances, unless prescribed by a Physician and taken in accordance with the Physician's recommendations or which were purchased over the counter;
4. Any non-Emergency evacuation or medical repatriation;
5. Expenses caused by or as a result of the Insured's participation in Extreme Skiing;
6. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics, sports competitions or events;
7. Pregnancy and childbirth of the Insured other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Activity;
8. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane committed by the Insured;
9. The Insured's active participation in civil disorder or riot;
10. Accidental Injury when traveling against the advice of a Physician;
11. Care or treatment that is not Medically Necessary;
12. Services not shown as covered;
13. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease Law; the 4800 Time Benefit plan or similar legislation;
14. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination; or
15. Expenses caused by or as a result of the Insured's injuries received at a Ski Resort outside the United States.





**STARR INDEMNITY & LIABILITY COMPANY**

399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022

**SKIERS RESCUE, EVACUATION AND REPATRIATION COVERAGE.**

**OUTLINE OF COVERAGE**

1. Read the Policy Carefully -This outline of coverage provides a very brief description of the important features of the policy. Please note that this outline is not intended to be a part of the insurance contract. Only the actual policy provisions are final and binding. The policy itself sets forth in detail your rights and obligations as well as those of the insurance company. **PLEASE READ THE POLICY CAREFULLY!**
2. Skiers Rescue, Evacuation and Repatriation Coverage – Policies of this category are designed to provide, to insured persons, coverage for certain losses resulting from Covered Activities only subject to the limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical or major medical expenses.
3. **BENEFITS**

Ski Rescue and Evacuation	\$25,000 per Insured
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The Maximum Benefit shown is an aggregate amount for each Insured for all Covered Activities during the Policy Term.

Coverage is provided for:

- Field Rescue
- Emergency Medical Evacuation
- Medical Repatriation
- Repatriation of Remains

**4. LIMITATIONS ON BENEFITS**

We will not pay for loss caused by or resulting from:

1. The Insured’s Commission of, or attempt to commit, a criminal act;
2. Sickness;
3. Claims resulting from expenses incurred as a result of being intoxicated above the legal limit in the jurisdiction where the loss occurred or under the influence of drugs or controlled substances, unless prescribed by a Physician and taken in accordance with the Physician’s recommendations or which was purchased over the counter;
4. Any non-Emergency evacuation or medical repatriation;
5. Expenses caused by or as a result of the Insured’s participation in Extreme Skiing;
6. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics, sports competitions or events;
7. Pregnancy and childbirth of the Insured other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Activity;
8. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane committed by the Insured;
9. The Insured’s active participation in civil disorder or riot;
10. Accidental Injury when traveling against the advice of a Physician;

11. Care or treatment that is not Medically Necessary;
12. Services not shown as covered;
13. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease Law; the 4800 Time Benefit plan or similar legislation;
14. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination; or
15. Expenses caused by or as a result of the Insured's injuries received at a Ski Resort outside the United States.

## **5. Renewability and Continuation of Coverage**

This policy is not renewable.