

International Travel Insurance 2024-2025 Plan Benefit Brochure



Underwritten By:

CHUBB

Broker Services
Provided By:

Gallagher

Insurance | Risk Management | Consulting

24/7 Travel Assistance Services Provided By:



International SOS Membership Number:

11BCAS080063

University of Tennessee Policy Number:

GLMN18221834

Who is International SOS?

As part of University of Tennessee’s commitment to our travelers, we have invested in global medical, security & emotional support assistance through International SOS. This program is designed to keep you healthy, safe and secure while you are traveling abroad and we strongly encourage you to take advantage of the services and online resources.

International SOS provides medical, security, emotional and logistical expertise to help safeguard our international travelers. So, if you lose your medication in Prague, need to see a doctor in New Delhi, get pick-pocketed in Rio or, in a more serious circumstance, are in a serious accident, you should immediately contact International SOS.

Travelers can conveniently dial one phone number that will connect them to the International SOS network of medical and professional service teams that operate 24 hours a day, 365 days a year, all over the world. International SOS will get in touch with us as needed, depending upon the situation and can even communicate with your family members.

Rest assured that no matter the problem, International SOS will give expert advice to take care of any medical or security need while you are abroad. You simply **carry the International SOS Membership card with you at all times** and **download the Assistance App** to use this complimentary service. Both contain your membership number and key phone numbers along with the website address (www.internationalsos.com).



When to Use International SOS?



Before you travel outside your home country, you should prepare yourself by logging onto the International SOS website where you can sign up for health and security email alerts or review country-specific reports that will make you an informed traveler. Also, you should take a look at the information provided through the Assistance App.



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



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

How to contact International SOS?

You can reach out to International SOS via phone at +1-215-942-8478 or via the Assistance App. The assistance center is available 24 hours a day, 7 days a week.

Protecting people is their priority. Because you are an International SOS member, wherever you are, International SOS is there to protect your health, safety and well-being, ensuring your trip is memorable for all the right reasons.

Benefit Questions?

Email GallagherGlobalAssistance@ajg.com and a member of the Gallagher team will respond to your benefit inquiry within 24 hours.

Reimbursement Claims



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

1. Fill out the Claim Form provided by University.
2. Please email your completed claim form as well as copies of all doctors' bills and proof of payment (receipts) to Gallagher@hsri.com

Schedule of Benefits

Eligible Travelers

All University of Tennessee students, faculty, visiting faculty, staff, scholars, interns, chaperones, volunteers, alumni, and guests of the Policyholder while traveling outside of the United States on Policyholder sponsored trips, study abroad programs, research, independent study and internship on file with the Policyholder.

Benefits

Total Maximum per Covered Accident or Sickness	\$500,000
Pre-existing Conditions	Treated as any other medical condition
Deductible	\$0 per Covered Accident or Sickness
Co-insurance Rate	100% of the Usual and Customary Charges
Maximum for Dental Treatment	\$1,000 (Injury), \$500 (Alleviation of Pain)
Emergency Medical Treatment of Pregnancy	Treated as any other medical condition
Emergency Room Deductible	\$0
Newborn Nursery Care	\$500
Therapeutic Termination of Pregnancy	\$500

Maximum for Room & Board Charges	Average rate of a semi-private room
Maximum for ICU Room & Board Charges	Two (2) times the average rate of a semi-private room
Chiropractic Care	\$50 per visit; \$500 maximum
Mental and Nervous Disorders:	
Inpatient	\$10,000
Outpatient	\$10,000
Prescription Drugs:	
Inpatient Co-insurance	100% of Covered Expenses
Outpatient Co-insurance	100% of Covered Expenses
Emergency Medical Evacuation Benefit	100% of the Covered Expenses
Repatriation of Remains Benefit	100% of the Covered Expenses
Trip Delay	\$1,000 maximum (\$200 per day limit) after 12 hours up to 5 days
Lost Baggage	\$1,000 maximum (\$500 limit subject to a maximum of 2 bags), \$0 deductible
Personal Property Reimbursement	\$500 maximum, \$0 deductible
Quarantine	\$2,000 Per Traveler Per Trip
Chaperone Replacement	\$5,000
Emergency Reunion Benefit:	
Benefit Maximum	\$10,000
Daily Benefit Maximum	\$150
Maximum Number of Days	10 days
Home Country Emergency & Extension Benefits	
Benefit Maximum	\$10,000
Deductible	\$0
Maximum Benefit Period	30 days
Trip Inconvenience Benefits	
Trip Interruption	\$1,500
Trip Cancellation	\$1,500
Security Evacuation and Natural Disaster Expense Benefit	
Benefit Maximum	\$50,000

Aggregate Limit per Occurrence	\$2,000,000
Accident Death & Dismemberment Benefits	
Principle Sum	\$25,000

Definitions

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

“**Active Service**” means a Covered Person is either 1) actively at work performing all regular duties at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

“**Country of Permanent Assignment**” means a country, other than a Covered Person’s Home Country, in which the Participating Organization requires a Covered Person to work for a period of time that exceeds 365 continuous days.

“**Country of Permanent Residence**” means a country or location in which the Covered Person maintains a primary permanent residence.

“**Covered Accident**” means an accident that occurs while coverage is in force for an Insured and results directly and independently of all other causes in a loss or Injury covered by this Policy for which benefits are payable.

“**Covered Activity**” means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the Schedule of Benefits and described in the Hazards section of the Policy.

“**Covered Expenses**” means expenses actually incurred by or on behalf of an Insured for services covered by this Policy. Coverage under the Participating Organization’s Policy must remain continuously in force from the date of the Covered Accident or Sickness until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such service or supply, that gave rise to the expense or the charge, was rendered or obtained.

“**Covered Loss**” or “**Covered Losses**” means an accidental death, dismemberment or other Injury covered under this Policy.

“**Covered Person**” means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

“**Deductible**” means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by the

Insured on a per Covered Accident or Sickness basis before Medical Expense Benefits and any other Additional Benefits paid on an expense incurred basis, are payable under this Policy.

“**Dependent**” means an Insured’s lawful spouse under age 70 or an Insured’s unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured’s natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

“**Dependent**” also means an Insured’s Domestic Partner. “**Domestic Partner**” means a person of the same or opposite sex of the Insured who:

- 1) shares the Insured’s primary residence;
- 2) has resided with the Insured for at least 12 months prior to the date of enrollment and is expected to reside with the Insured indefinitely;
- 3) is financially interdependent with the Insured in each of the following ways;
 - a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - b. by owning or leasing their permanent residence as joint tenants;
 - c. by naming, or being named by the other as a beneficiary of life insurance or under a will;
 - d. by each agreeing in writing to assume financial responsibility for the welfare of the other.
- 4) has signed a Domestic Partner declaration with Insured, if recognized by the laws of the state in which he or she resides with the Insured;
- 5) has not signed a Domestic Partner declaration with any other person within the last 12 months.
- 6) is 18 years of age or older;
- 7) is not currently married to another person;
- 8) is not in a position as a blood relative that would prohibit marriage.

“**Doctor**” means a licensed health care provider acting within the scope of their license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family or household.

“**Home Country**” means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, their Home Country will be the country that he or she has declared to Us in writing as their Home Country. Home Country also includes the Covered Person’s Country of Permanent Assignment or Country of Permanent Residence.

“**Hospital**” means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) 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 6) is not a place for drug addicts, alcoholics, or the aged

“**Injury**” means accidental bodily harm sustained by an Insured that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

“**Insured**” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“**Medical Emergency**” means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

“**Medically Necessary**” means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

“**Preexisting Condition**” means an illness, disease, or other condition of the Covered Person that in the 6 months period before the Covered Person’s coverage became effective under the Policy:

1. First manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or
2. Required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
3. Was treated by a Doctor or treatment had been recommended by a Doctor.

“**Quarantine**” means the period of time during which the Insured Person is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the Insured Person either having, or being suspected of having, a contagious disease, infection or contamination while the Insured Person is traveling outside of the Insured’s Home Country.

“**Sickness**” means an illness, disease or condition of the Insured that causes a loss for which an Insured incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

“**Trip**” means Participating Organization sponsored travel by air, land, or sea from the Covered Person’s Home Country. It includes the period of time from the start of the trip until its end provided the Covered Person is engaged in a Covered Activity or Personal Deviation if covered under the Policy.

“**Usual and Customary Charge**” means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

“**We**”, “**Our**”, “**Us**” means the insurance company underwriting this insurance or its authorized agent.

Description of Benefits

The following Provisions explain the benefits available under this Policy.

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

Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible, if any, has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person incurs;
3. for charges incurred for services rendered to the Covered Person while on a covered Trip; and
4. provided the first charge is incurred within the Incurral Period shown in the Schedule of Benefits.

Covered Medical Expenses

- Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room)
- Services of a Doctor or a registered nurse (R.N.)
- Ambulance service to or from a Hospital
- Laboratory tests
- Radiological procedures
- Anesthetics and their administration
- Blood, blood products, artificial blood products, and the transfusion thereof
- Physiotherapy
- Chiropractic expenses on an inpatient or outpatient basis
- Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription
- Dental charges for Injury to sound, natural teeth
- Emergency medical treatment of pregnancy
- Therapeutic termination of pregnancy
- Artificial limbs or eyes (not including replacement of these items)
- Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces)
- Oxygen or rental equipment for administration of oxygen
- Rental of a wheelchair or hospital-type bed
- Rental of mechanical equipment for treatment of respiratory paralysis
- Pregnancy and childbirth

Emergency Medical Benefits

We will pay Emergency Medical Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for emergency medical services to treat a Covered Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits* if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip; and
2. is traveling on a covered Trip.

Covered Expenses:

1. Medical Expense Guarantee: expenses for guarantee of payment to a medical provider.
2. Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Benefits for these Covered Expenses will not be payable unless:

1. the charges incurred are Medically Necessary and do not exceed the charges for similar treatment, services, or supplies in the locality where the expense is incurred; and
2. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

Emergency Medical Evacuation Benefit

We will pay Emergency Medical Evacuation Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for the medical evacuation of a Covered Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and
3. is traveling on a covered Trip.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
2. Dispatch of a Doctor or Specialist: the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. Return of Dependent Child(ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) the Covered Person is age 18 or older; and b) the Covered Person is the only person traveling with the minor Dependent child(ren); and c) the Covered Person suffers a Medical Emergency and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person during the Covered Person's emergency medical evacuation to a different hospital, treatment facility, or the Covered Person's place of residence.
5. Transportation After Stabilization: if We have evacuated the Covered Person to a medical facility due to an emergency Medical Evacuation, We will pay the Covered Person's transportation costs to: a) his or her Home Country, or b) his or her host country, or c) to join the group if they have moved onward to a different location.

"Immediate Family Member" means a Covered Person's spouse, child, brother, sister, parent, grandparent, or in-law.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services, or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the

event the Covered Person refuses to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

Repatriation of Remains Benefit

We will pay Repatriation Benefits as shown in the *Schedule of Benefits* for preparation and return of a Covered Person's body to his or her home if he or she dies as a result of a Medical Emergency while traveling on a covered Trip. Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains;
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person's body during the repatriation to the Covered Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Usual and Customary Charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

Chaperone Replacement Benefit

In the event that the official chaperone of the Policyholder is prevented from continuing his to her Trip due to Injury, Sickness or death to him or her or an Immediate Family Member that occurs after the Trip begins and before the Trip scheduled termination date, We will pay for the reimbursement of:

1. the replacement chaperone, up to the published rate of a round trip economy class ticket from his or her place of permanent residence to the next scheduled destination where the replacement can join the Trip; and
2. returning chaperone, up to the published rate of a round trip economy class ticket from his or her assigned location back home. The Benefit Maximum per incident for both chaperones is shown in the *Schedule of Benefits*. We will only pay one Chaperone Replacement Benefit per Trip.

Emergency Reunion Benefit

We will pay up to the Benefit Maximum as shown in the *Schedule of Benefits* for expenses incurred to have a Covered Person's Family Member accompany him or her to the Covered Person's Home Country or the Hospital where the Covered Person is confined if the Covered Person is: 1) confined in a Hospital for at least 24 consecutive hours due to a covered Injury or Sickness and the attending Doctor believes it would be beneficial for the Covered Person to have an Family Member at his or her side; or 2) the victim of a Felonious Assault. The Family Member's travel must take place within 7 days of the date the Covered Person is confined in the Hospital, or the date of the occurrence of the Felonious Assault.

"Felonious Assault" means a violent or criminal act reported to the local authorities which was directed at the Covered Person during the course of, or an attempt of, a physical assault resulting in serious injury, kidnapping, or rape.

Covered expenses include an economy airline ticket and other travel related expenses not to exceed the Daily Benefit Maximum and the Maximum Number of Days shown in the *Schedule of Benefits*.

All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our

assistance provider.

“Family Member” means a Covered Person’s parent, sister, brother, husband, wife, child, grandparent, or immediate in-law.

Home Country Extension Benefit

We will pay benefits for Covered Medical Expenses up to the Benefit Maximum shown in the *Schedule of Benefits* if the Covered Person obtains treatment of a covered Injury or Sickness while he or she is in his or her Home Country provided treatment is rendered within the Incurral Period shown in the *Schedule of Benefits*. These benefits are limited to the benefits that would be otherwise payable under the Medical Expense Benefit if the Covered Person were outside of his or her Home Country. Benefits are payable under the Policy only to the extent that Covered Expenses are not payable under any other domestic health care plan.

Coverage under this benefit begins on the date the Covered Person arrives in his or her Home Country. It ends the later of: 1) the Maximum Benefit Period shown in the *Schedule of Benefits*, or 2) the date the Covered Person leaves his or her Home Country. This benefit is payable only once in any Policy Term.

Home Country Extension Benefit payments are subject to the Deductible, Coinsurance Rate, and Benefit Maximum shown in the *Schedule of Benefits* for Medical Expense Benefits.

Personal Property and Financial Instrument Reimbursement Benefit

If an Insured sustains loss or damage to Personal Property or Financial Instrument during a bona fide business Trip approved by his or her employer, We will indemnify the Policyholder, on behalf of the Insured with respect to such loss or damage up to the Maximum Amount shown on the *Schedule of Benefits* after satisfaction of the Deductible. The Insured must take all reasonable precautions for the safety of any covered Personal Property and Financial Instrument. With respect to a covered loss, We will be entitled:

1. to take and keep possession of such property and to deal with salvage in a reasonable manner;
2. to repair or replace any property for which We have liability under this Benefit, at Our option. Replacement costs are calculated on the basis of the depreciated standard for the specific personal item claimed and its average usable period.

“Personal Property” means personal goods belonging to the Insured or for which the Insured is responsible and are taken on the business Trip or acquired by the Insured during the Trip. It does not include vehicles (including aircraft and other conveyances) or their accessories or equipment or laptops.

“Financial Instrument” means coins, banknotes, postal and money orders, signed travelers and other checks, letters of credit, travel tickets, and credit cards. It does not mean the devaluation of currency or shortages due to errors or omissions during monetary transactions.

Lost Baggage Benefit

We will reimburse the Covered Person’s replacement costs of clothes and personal hygiene items, up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Covered Person’s luggage is checked onto a common carrier, and is then lost, stolen, or damaged beyond his or her use. Replacement costs are calculated on the basis of the depreciated standard for the specific personal item claimed and its average usable period. The Covered Person must file a formal claim with the transportation provider and provide Us with copies of all claim forms and proof that the transportation provider has paid the Covered Person its normal reimbursement for the lost, stolen, or damaged luggage.

Security Evacuation Expense Benefit

We will pay Security Evacuation Expense Benefits to the Covered Person, if:

1. an Occurrence takes place during the Covered Activity described in the Policy and his or her Term of Coverage; and
2. while he or she is traveling outside of his or her Home Country.

Benefits will be subject to the Benefit Maximum shown in the *Schedule of Benefits*.

Benefits will be paid for:

1. the Covered Person's Transportation and Related Costs to the Nearest Place of Safety necessary to ensure his or her safety and well-being as determined by the Designated Security Consultant.
2. the Covered Person's Transportation within 5 days of the Security Evacuation to either of the following locations as chosen by the Covered Person:
 - a. back to the country in which the Covered Person is traveling during the Covered Activity but only if 1) coverage remains in force under the Policy; and 2) there is no U.S. State Department Travel Warning in place on the date the Covered Person is scheduled to return; or
 - b. the Covered Person's Home Country; or
 - c. where the Policyholder that sponsored the Covered Person's Trip is located.
3. consulting services by a Designated Security Consultant for seeking information on a Missing Person or kidnapping case, if the Covered Person is considered kidnapped or a Missing Person by local or international authorities.

Security Evacuation Expense Benefits are payable only once for a Covered Person for any one Occurrence.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. Our assistance provider is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical due to hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Covered Person until a Security Evacuation occurs.

Right of Recovery - If, after a Security Evacuation is completed, it becomes evident that the Covered Person was an active participant in the events that led to the Occurrence, We have the right to recover all Transportation and Related Costs from the Covered Person.

Changes in Terms and Conditions - The terms and conditions of this benefit may be changed at any time to reflect conditions that, in Our opinion, constitute a change in the Policyholder's Security Evacuation exposure. We will give at least 31 days advance written notice (or authorized electronic or telephonic means) to the Policyholder of any change in the terms and condition of this benefit.

"Appropriate Authority(ies)" means the U.S. State Department, the government authority(ies) in the Covered Person's Home Country or Country of Residence or the government authority(ies) of the Host Country.

"Designated Security Consultant" means an employee of a security firm under contract with Us or Our assistance provider who is experienced in security and measures necessary to ensure the safety of the Covered Person(s) in his or her care.

"Evacuation Advisory" means a formal recommendation issued by the Appropriate Authority(ies) that the Covered Person or citizens of his or her Home Country or Country of Residence or citizens of the Host Country leave the Host Country.

“Host Country” means any country, other than an OFAC excluded country, in which the Covered Person is traveling while covered under the Policy.

“Missing Person” means a Covered Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

“Natural Disaster” means storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which the Covered Person’s Trip occurs and the area is deemed to be uninhabitable or dangerous.

Natural disaster does not mean nuclear reactions, uninhabitable property, transportation strikes, lost or stolen passport or travel documents, radiation or radioactive contamination, civil disorder and other similar events.

“Nearest Place of Safety” means a location determined by the Designated Security Consultant where:

1. the Covered Person can be assumed safe from the Occurrence that precipitated the Covered Person’s Security Evacuation; and
2. the Covered Person has access to Transportation; and
3. the Covered Person has the availability of temporary lodging, if needed.

“Occurrence” means any of the following situations involving a Covered Person that trigger the need for a Security Evacuation;

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authority(ies) issue an advisory stating that citizens of the Covered Person’s Home Country or Country of Residence or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within seven (7) days of an event;
4. deliberate physical harm of the Covered Person confirmed by documentation or physical evidence or a threat against the Covered Person’s health and safety as confirmed by documentation and/or physical evidence;
5. the Covered Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within seven days.

“Related Costs” means lodging and, if necessary, physical protection for the Covered Person during or while waiting for Transport to the Nearest Place of Safety. Related Costs will include temporary lodging, if necessary, while a Covered Person is waiting to be transported back to the Host Country, Home Country or other country where the Policyholder that sponsored the Covered Person’s Trip is located. Benefits will not be payable for Related Costs unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

“Security Evacuation” means the extrication of a Covered Person from the Host Country due to an Occurrence which could result in grave physical harm or death to the Covered Person.

“Transport” or “Transportation” means the most efficient and available method of conveyance, where practical, economy fare will be utilized. If possible, the Covered Person’s common carrier tickets will be used.

Additional Exclusions - We will not pay Security Evacuation Expense Benefits for expenses and fees:

1. payable under any other provision of the Policy.
2. that are recoverable through the Covered Person's employer or other entity sponsoring the Covered Person's Trip.
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the Covered Person, acting alone or in collusion with other persons.
4. arising from or attributable to an alleged:
 - a. violation of the laws of the country in which the Covered Person is traveling while covered under the Policy; or
 - b. violation of the laws of the Covered Person's Home Country or Country of Residence.
5. due to the Covered Person's failure to maintain and possess duly authorized and issued required travel documents and visas.
6. for repatriation of remains expenses.
7. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization.
8. for medical services.
9. for monies payable in the form of a ransom, if a Missing Person case evolves into a kidnapping.
10. arising from or attributable, in whole or in part, to:
 - a. a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
 - b. non-compliance by the Covered Person with regard to any obligation specified in a contract or license.
11. due to military or political issues if the Covered Person's Security Evacuation request is made more than 10 days after the Appropriate Authority(ies) Advisory was issued.
12. failure of a Covered Person to cooperate with Us or Our assistance provider with regard to a Security Evacuation. Such cooperation includes, but is not limited to, failure to provide any documents needed to extricate the Covered Person, failure to follow the directions given by Our designated security consultants during a Security Evacuation.

If a Covered Person refuses to participate in a Security Evacuation, or any part of a Security Evacuation, no further benefits will be payable under the Security Evacuation Expense Benefit for that Occurrence.

Accidental Death and Dismemberment Benefits

If Injury to the Covered Person results in any one of the losses shown below within 365 from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Schedule of Covered Losses	
Covered Loss	Benefit Amount
Life	100% of the Principal Sum
Two or more Members	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
One Member	50% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Paraplegia	50% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Uniplegia	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing.

“Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint.

“Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total

and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

Extension of Benefits

We will extend benefits under the Policy up to the Maximum Benefit Period shown in the *Schedule of Benefits* after a Covered Person's coverage would otherwise end if on that date he or she is:

1. Hospital Confined for an Injury or Sickness covered by the Policy; and
2. under a Doctor's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the *Schedule of Benefits*.

Home Country Extension Benefit

We will pay benefits for Covered Medical Expenses up to the Benefit Maximum shown in the *Schedule of Benefits* if the Covered Person obtains treatment of a covered Injury or Sickness while he or she is in his or her Home Country provided treatment is rendered within the Incurral Period shown in the *Schedule of Benefits*. These benefits are limited to the benefits that would be otherwise payable under the Medical Expense Benefit if the Covered Person were outside of his or her Home Country. Benefits are payable under the Policy only to the extent that Covered Expenses are not payable under any other domestic health care plan.

Coverage under this benefit begins on the date the Covered Person arrives in his or her Home Country. It ends the later of: 1) the Maximum Benefit Period shown in the *Schedule of Benefits*, or 2) the date the Covered Person leaves his or her Home Country. This benefit is payable only once in any Policy Term. Home Country Extension Benefit payments are subject to the Deductible, Coinsurance Rate, and Benefit Maximum shown in the *Schedule of Benefits* for Medical Expense Benefits.

Trip Cancellation Benefit

We will reimburse the Covered Person for the amount of non-refundable Covered Expenses the Covered Person paid for his or her Trip, up to the Benefit Maximum shown in the Schedule of Benefits, if the Covered Person is prevented from taking his or her Trip as the result of Injury, Sickness, or death to the Covered Person or a Family Member prior to the scheduled Trip departure date. The Injury or Sickness must be so disabling as to reasonably cause a Trip to be canceled. If the Covered Person must cancel the Trip due to Injury or Sickness of a Family Member, it must be because his or her condition is life-threatening, or because the Family Member requires the Covered Person's care. Cancellation due to the death of a Family Member is covered only if the death occurs within 30 days of the Covered Person's scheduled Trip departure date.

Covered Expenses:

1. any cancellation charges imposed by a travel agency, tour operator, or other recognized travel supplier for the Covered Trip;
2. any prepaid, unused, non-refundable airfare and sea or land accommodations;
3. any other reasonable additional Trip expenses for travel, lodging, or scheduled events that are prepaid, unused, and non-refundable.

"Family Member" means a Covered Person's spouse, child, brother, sister, parent, grandparent, or immediate in-law

Quarantine Benefit

We will pay expenses incurred for up to the Maximum Limit shown in the Schedule of Benefits, if the Insured Person is subject to a Quarantine for H1N1 Influenza/any contagious disease that prevents traveling. Symptoms of the disease causing the Quarantine must first be manifested after the start of the Trip and the Quarantine must cause an interruption or delay in the Insured Person's Trip for which suitable accommodations are not otherwise available. Benefits will end on the earlier of: (a) 14 days after the Quarantine is issued; or (b) the date the Quarantine expires.

Covered Expenses:

1. the reasonable expenses incurred for lodging and meals;
2. the cost of a one-way economy airfare ticket to either the Insured Person's Home Country or to re-join the group; and
3. non-refundable travel arrangements.

Trip Interruption Benefit

We will reimburse the cost of a one-way economy air and/or ground transportation ticket for a Covered Person's Trip, up to the Maximum Benefit shown in the *Schedule of Benefits*, if his or her Trip is interrupted as the result of:

1. the death of a Family Member; or
2. the unforeseen Injury or Sickness of the Covered Person or a Family Member. The Injury or Sickness must be so disabling as to reasonably cause a Trip to be interrupted; or
3. a Medically Necessary covered Emergency Medical Evacuation to return the Covered Person to his or her Home Country or to the area from which he or she was initially evacuated for continued treatment, recuperation and recovery of an Injury or Sickness; or
4. substantial destruction of the Covered Person's principal residence by fire or weather related activity.

"Family Member" means a Covered Person's parent, sister, brother, spouse, child, grandparent, or in-law.

Trip Delay Benefit

We will reimburse Covered Expenses up to the Daily Benefit per person per day subject to the Maximum Benefit Period and the Benefit Maximum shown in the *Schedule of Benefits*, if a Covered Person's trip is delayed for more than the Time Period shown in the *Schedule of Benefits*.

Covered Expenses include charges incurred for reasonable, additional accommodations and traveling expenses until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable only for one delay of the Covered Person's Trip. Travel Delay must be caused by one of the following reasons:

- (a) Injury, Sickness or death to either the Covered Person, Family Member or traveling companion that occurs during the Trip;
- (b) carrier delay;
- (c) lost or stolen passport, travel documents or money;
- (d) Natural Disaster;
- (e) the Covered Person being delayed by a traffic accident while en route to a departure;
- (f) hijacking;
- (g) unpublished or unannounced strike;
- (h) civil disorder or commotion;
- (i) riot;
- (j) inclement weather which prohibits Common Carrier departure;
- (k) equipment failure of a Common Carrier; or
- (l) the loss of the Covered Person's and/or traveling companion's travel documents, tickets or money due to theft.

The Covered Person's Duties in the Event of Loss: The Covered Person must provide Us with proof of the Travel Delay such as a letter from the airline, cruise line, or Tour operator/newspaper clipping/ weather report/ police report or the like and proof of the expenses claimed as a result of Trip Delay.

Hazards Insured Against

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident or Sickness during one of the Covered Activities listed in the Schedule of Benefits. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident or Sickness, even if it is covered by more than one hazard.

Educational Travel

We will pay the benefits described in this Policy only if a Covered Person suffers a loss or incurs a Covered Expense as the direct result of a Covered Accident or Sickness while traveling:

1. outside of his or her Home Country;
2. up to the Maximum Period of Coverage shown in the Schedule of Benefits under the Medical Expense Benefit; and
3. engaging in an educational Trip authorized by the Policyholder.

Personal Deviation (Limited)

The Covered Accident or Sickness must take place during a Personal Deviation not to exceed 14 days while on a Trip covered by the Policy.

"Personal Deviation" means:

1. An activity that is not reasonably related to the Covered Activity; and
2. Not incidental to the purpose of the Trip.

General Exclusions and Limitations

We will not pay benefits for any loss or Injury that is caused by or results from:

- intentionally self-inflicted injury; suicide or attempted suicide. (Applicable to Accidental Death and Dismemberment Benefit Only)
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while a Covered Person is on active duty service in the military, naval or air force of any country or international organization. Upon receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- piloting or serving as a crewmember in any aircraft (unless otherwise provided in the Policy).
- commission of, or attempt to commit, a felony.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food (Applicable to accident benefits only).
- riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
- travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder

- wishes for more than 10 straight days, or more than 15 days in any year.
- commission of or active participation in a riot or insurrection.
- an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license.

In addition, We will not pay Medical Expense Benefits for any loss, treatment, or service resulting from:

- routine physicals and care of any kind.
- routine dental care and treatment.
- routine nursery care.
- cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids.
- services, supplies, or treatment including any period of Hospital confinement which is not recommended, approved, and certified as Medically Necessary and reasonable by a Doctor, or expenses which are non-medical in nature.
- treatment or service provided by a private duty nurse.
- treatment by any Immediate Family Member or member of the Insured's household. "Immediate Family Member" means a Covered Person's spouse, child, brother, sister, parent, grandparent, or in-laws.
- expenses incurred during travel for purposes of seeking medical care or treatment, or for any other travel that is not in the course of the Participating Organization's activity (unless Personal Deviations are specifically covered).
- medical expenses for which the Covered Person would not be responsible to pay for in the absence of the Policy. Expenses incurred for services provided by any government Hospital or agency, or government sponsored-plan for which, and to the extent that, the Covered Person is eligible for reimbursement.
- any treatment provided under any mandatory government program or facility set up for treatment without cost to any individual.
- custodial care.
- services or expenses incurred in the Covered Person's Home Country.
- elective treatment, exams or surgery; elective termination of pregnancy.
- expenses for services, treatment or surgery deemed to be experimental and which are not recognized and generally accepted medical practices in the United States.
- expenses payable by any automobile insurance policy without regard to fault.
- organ or tissue transplants and related services.
- Any expense paid or payable by any other valid and collectible group insurance plan.
- Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation, whether United States federal or foreign law.
- Injury sustained while participating in club, intramural, intercollegiate, interscholastic, professional or semi-professional sports.
- Injury caused by or resulting from travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle, or a motor vehicle not designed primarily for use on public streets or highways.
- Injury resulting from off-road motorcycling; mountain climbing (where ropes or guides are used); sky diving; amateur automobile racing; automobile racing or automobile speed contests; bungee jumping; spelunking; white water rafting; surfing; or parasailing.

In addition to the Policy Exclusions, We will not pay Personal Property and Financial Instrument Reimbursement, Benefit(s) for:

- loss or damage due to:
 - i. moth, vermin, insects, or other animals; wear and tear; atmospheric or climatic conditions; or gradual

- deterioration or defective materials or craftsmanship;
 - ii. mechanical or electrical failure;
 - iii. any process of cleaning, restoring, repairing, or alteration.
- more than a reasonable proportion of the total value of the set where the loss or damaged article is part of a set or pair.
 - devaluation of currency or shortages due to errors or omissions during monetary transactions.
 - any loss not reported to either the police or transport carrier within 24 hours of discovery.
 - any loss due to confiscation or detention by customs or any other authority.
 - electronic equipment or devices including, but not limited to: cellular telephones; citizen band radios; tape players; radar detectors; radios and other sound reproducing or receiving equipment; PDAs; BlackBerrys; laptop computers; and handheld computers.

If We determine the benefits paid under this Policy are eligible benefits under any other benefit plan, We may seek to recover any expenses covered by another plan to the extent that the Insured is eligible for reimbursement.

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.

Claims Provisions

Notice of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by this Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof of Loss: Written proof of loss must be furnished to Us at Our office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable and in case of claim for any other loss within 120 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 absence of legal capacity, later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits. If no named beneficiary or surviving beneficiary is on record with Us or Our authorized agent, death proceeds will be paid to the beneficiary the Insured has designated under the Group Life Insurance Policy issued to the Policyholder and in effect

at the time of the Insured's death.

If there is no named beneficiary or surviving beneficiary on record under the Group Life Insurance Policy issued to the Policyholder or with us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Assignment: At the request of the Insured, medical benefits may be paid to the provider of service. Any payment made in good faith will end Our liability to the extent of the payment.

Physical Examinations and Autopsy: We have the right to have a Doctor of Our choice examine the Insured as often as is reasonably necessary when a claim is pending. 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.

Legal Actions: No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

General Provisions

Entire Contract; Changes: This Policy, including any riders, endorsements or amendments, is the entire contract. Only Our authorized officer can authorize a change or waive any provisions in this Policy.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our President or Secretary and be attached to the Policy. The approval must be noted on or attached to this Policy. No agent has the authority to change or to waive any part of this Policy.

Policy Effective Date And Termination Date: The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policyholder may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

Certificates Of Insurance: Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

Conformity With State Laws: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a workers' compensation policy.