



## Discovery Plan

*This page is informational and is not attached to nor does it form part of the policy.*



**battleface Discovery Plan**

**BISDCV-02**

**Plan Administrator**

**battleface**

45 East Lincoln Street

Columbus, OH 43215

This Insurance Policy describes travel insurance benefits underwritten by Spinnaker Insurance Company, under Policy Form series RIG-1000-25 (11/2019). Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

**IMPORTANT NOTE:** You may have purchased Optional Upgrades. Please refer to your Confirmation of Coverage for verification.

The insurance described in this document provides limited benefits. Limited benefit plans are insurance products with reduced benefits intended to supplement comprehensive health insurance plans. This insurance is not an alternative to comprehensive coverage. It does not provide major medical or comprehensive medical coverage and is not designed to replace major medical insurance. Further, this insurance is not minimum essential coverage as set forth under the Patient Protection and Affordable Care Act.

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## SCHEDULE OF BENEFITS

All coverages are per-trip amounts and the limits shown below are applicable to each **covered trip** taken during the **period of coverage**.

**Travel Protection Benefits**

Trip Cancellation

**Maximum Limit**

up to \$20,000

Single Occupancy

up to Trip Cancellation  
maximum**Optional Coverage**

The following will be included if elected and appropriate costs have been paid:

**Travel Protection Benefits**

Cancel For Any Reason

**Maximum Limit**up to 75% of **trip cost**

Trip Interruption

150% of trip cost up to  
a maximum of \$20,000

Trip Delay

Maximum of \$200 per day to  
a maximum of \$2,500 per  
**insured**

Missed Connection

Maximum of \$1,000 per  
**covered trip****Property Protection Benefits**

Baggage and Personal Effects Coverage

\$2,500 per **covered trip**. Per-  
item restrictions apply, see  
benefit wording for details.  
\$100

Deductible

Baggage Delay

\$100 per day, to a maximum of  
\$500

Pet Return

up to \$500

Deductible

\$0

Pet Medical Expense

up to \$2,000

Deductible

\$100

Rental Vehicle Damage	up to \$35,000 p \$250 deductible for loss greater than \$2,000
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**Travel Medical Protection**

Travel Medical Expense	\$100,000 per <i>insured</i>
Deductible	\$50
Emergency Dental	\$750
Deductible	\$0
Emergency Evacuation and Repatriation of Remains	up to \$500,000 per <i>insured</i>

Accidental Death & Dismemberment Options:	\$100,000 per <i>insured</i>
	\$250,000 per <i>insured</i>
	\$500,000 per <i>insured</i>

**Travel Insurance Benefits**

Adventure Sport Coverage - Provides coverage for many sports activities which would otherwise be excluded under this plan.

Extra coverage when the **policy** is purchased within fifteen (15) days of **initial trip payment**:

- Pre-Existing Medical Condition Exclusion Waiver

For questions or information contact battleface.

Any payments under this Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, you may consult the OFAC internet website at [www.treas.gov/offices/enforcements/ofac/](http://www.treas.gov/offices/enforcements/ofac/) or a travel services provider/insurer representative.

**SPINNAKER INSURANCE COMPANY**

A Stock Company

Home Office: 233 S. Wacker Drive, Ste 5500, Chicago, IL 60606

Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

**TRAVEL INSURANCE POLICY**

This **policy** is issued in consideration of enrollment and payment of the premium due. This **policy** describes all of the travel insurance benefits underwritten by Spinnaker Insurance 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.

**OUR PROMISE TO YOU****FREE LOOK PERIOD**

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days to review **your policy**. If, during this ten (10)-day period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this ten (10)-day period, **your** premium is non-refundable.

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## SECTION I. DEFINITIONS

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

**Active military duty** means serving in the United States Armed Forces on a full-time basis, including the United States Armed Forces Reserves.

**Actual cash value** means replacement cost less depreciation.

**Adventure activities** means leisure and non-professional sports activities in:

- a. Cycling;
- b. Mountain climbing up to fifteen thousand (15,000) feet;
- c. Fishing;
- d. Scuba diving for **qualified divers** up to a maximum depth of forty (40) meters (one hundred thirty-one (131) feet) and for **unqualified divers** up to a maximum depth of thirty (30) meters (ninety-eight (98) feet);
- e. Snorkeling;
- f. White or black water rafting (Grades one (1) – four (4));
- g. Canoeing;
- h. Kayaking;
- i. Water skiing;
- j. Camping;
- k. Hiking;
- l. Backpacking and sailing;
- m. Downhill and cross-country skiing;
- n. Snowboarding (including off-trail and back country skiing and snowboarding, except as designated unsafe by the resort management);
- o. Snowmobiling;
- p. Tobogganing;
- q. Snow tubing; and
- r. Ice skating.

**Advisory** means a formal travel advisory by the United States Government recommending that **you** leave the **host country**.

**Attendant** means **your traveling companion, family member**, close friend or a person contracted by **us** if there is no one else available who, on the advice of the **physician**, accompanies **you** while being transported.

**Baggage** means luggage and personal possessions including:

- a. Traveling documents;
- b. Musical instruments;
- c. **Sportsman's equipment**; and
- d. Golf equipment,  
whether owned, borrowed, or rented, and taken by **you** on the **covered trip**.

**Business partner** means an individual who is involved in a legal partnership with **you** and actively involved in the day to day management of the business.

**Cancellation penalties** means **trip costs**:

- a. Which are not refundable by the **travel supplier**, or are subject to restrictions;
- b. Which are paid by **you** prior to **your covered trip departure date**, or which **you are** obligated, or later become obligated, to pay as a result of cancelling or interrupting the **covered trip**;
- c. Which are identified by **you** on the application; and
- d. For which insurance was purchased.

These will also include any subsequent pre-paid **payments or deposits** paid by **you** for the same **covered trip**, after application for coverage under this plan; however, **you** must notify **us** of these payments and pay the additional cost fifteen (15) days of **initial trip payment**.

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to **you** or **your family member** who has a physical or mental impairment. The **caregiver** must be employed by **you** or **your family member**. A **caregiver** is not a babysitter, childcare service, or any facility or provider.

**Child(ren)** means **your children**, including an unmarried **child**, stepchild, legally adopted **child** or foster **child** who is:

- a. Under the age of eighteen (18) and primarily dependent on **you** for support and maintenance; or
- b. Who is at least eighteen (18) but less than age twenty-four (24) and who regularly attends an institution of higher learning/an accredited school or college; and who is primarily dependent on **you** for support and maintenance.

**City** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

**Civil disorder** means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

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

**Complications of pregnancy** means conditions requiring **hospital** admission (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include:

- a. Acute nephritis;
- b. Nephrosis;
- c. Cardiac decompensation;
- d. Missed abortion;
- e. Nonelective cesarean section;
- f. Ectopic pregnancy which is terminated;
- g. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible; and
- h. Similar medical and surgical conditions of comparable severity.

**Complications of pregnancy** do not include:

- a. False labor;
- b. Occasional spotting;
- c. **Physician**-prescribed rest during the period of pregnancy;
- d. Morning sickness;
- e. Hyperemesis gravidarum;
- f. Preeclampsia; and
- g. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct **Complication of pregnancy**.

**Confirmation** means the written **reservation** of travel arrangements on a **common carrier**.

**Covered expenses** mean expenses incurred by **you** which are for **medically necessary** services, supplies, care, or treatment; due to **sickness** or accidental **injury**; prescribed, performed or ordered by a **physician**; **reasonable and customary charges**; incurred while insured under the **policy**; and which do not exceed the maximum limits shown in the schedule of benefits, under each stated benefit.

**Covered trip** means a **trip** for which **you** request insurance coverage and pay the required premium and includes: **prepaid** Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one (1) day of the Land/Sea Arrangements, and **prepaid** course arrangements. Maximum **covered trip** duration is ninety (90) days. **Covered trip** means a period of round-trip travel to a **destination** that is at least one hundred (100) miles from **your primary residence**.

**Cruise** means any **prepaid** sea/ocean and/or inland waterway arrangements made by the **travel supplier**.

**Dangerous activities** means air travel on a privately-owned aircraft (whether as a pilot or a passenger), bull riding, running of the bulls, free diving, mountain climbing (over six thousand (6,000) meters), rock climbing without equipment, scuba diving (beyond fifty (50) meters), or any activity materially similar to the above.

**Deductible** means the dollar amount **you** must contribute to the **loss**.

**Departure date** means the date on which **you** are scheduled to leave on the **covered trip**. This date is specified in the travel documents.

**Dependent** means lawful spouse and/or **children**.

**Destination** means any place **you** are scheduled to travel to on **your covered trip**, as shown on the travel documents, manifest, or **confirmation**.

**Domestic partner** means a person, at least eighteen (18) years of age, with whom **you** have been living in a spousal relationship with evidence of cohabitation for at least ten (10) continuous months prior to the **effective date** of coverage.

**Effective date** means the date and time **your** coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the **policy**.



**Emergency medical evacuation** means **your** immediate **transportation** from the place where **you** are **injured** or sick to the nearest **hospital** where appropriate medical treatment can be obtained because **your** medical condition warrants such evacuation.

**Epidemic** means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an **epidemic** by The Centers for Disease Control and Prevention (CDC).

**Escort** means a medically trained professional who is approved by **us** and is contracted to accompany and provide medical care to an ill or **injured** person while they are being transported.

**Excluded countries** means any country where providing coverage or paying a claim would expose **us**, **our** parent company, or **our** parent company's ultimate controlling entity, to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

**Exotic vehicle** means a vehicle over twenty (20) years old, or any vehicle with an original manufacturer's suggested retail price greater than seventy-five thousand dollars (\$75,000).

**Experimental or investigative** means treatments, devices or prescription medications which are recommended by a **physician** but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**Family member** means **your** or **your traveling companion's**:

- a. Spouse, civil union partner or **domestic partner**;
- b. **Child**;
- c. Siblings;
- d. Parents;
- e. Grandparent, step-grandparent, grandchild, or step-grandchild;
- f. Step-child, step-sibling, or step-parent;
- g. Step-aunt or step-uncle;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew;
- m. Legal guardian;
- n. **Caregiver**;
- o. Ward or legal ward; or
- p. Spouse, civil union partner, or **domestic partner** of any of the above.

**Family member** also includes these relations to **your** or **your traveling companion's** spouse, civil union partner or **domestic partner**.

**Felonious assault** means an act of violence against **you** or **your traveling companion** requiring medical treatment in a **hospital** and substantiated by a police report.

**Final trip payment** means the date, prior to the **departure date**, on which all additional payments for **covered trip** arrangements are paid to the **travel supplier**.

**Financial default** means the cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, by a tour operator, **cruise** line, airline, resort, rental company, or other **travel supplier**.

**Hazard** means:

- a. Any delay of a **common carrier** (including **inclement weather**);
- b. Any delay by a traffic **accident** en route to a departure, in which **you** are or **your traveling companion** are directly or not directly involved;
- c. Any delay due to lost or stolen passports, travel documents or money; **quarantine**; hijacking; unannounced **strike, natural disaster, civil disorder** or riot;
- d. A closed roadway causing cessation of travel to the **destination** of the **covered trip**, and substantiated by the department of transportation, state police, or other like authority;
- e. Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation records;
- f. Avalanche that delays **you** from reaching **your destination** or **your primary residence** when returning home; or
- g. Landslide that delays **you** from reaching **your destination** or **your primary residence** when returning home.

**Home country** means **your** country of residence.

**Hospital** means a facility that:

- a. Is operated according to law for the care and treatment of sick or **injured** people;
- b. Has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- c. Has twenty-four (24) hour nursing service by registered nurses (R.N.'s); and
- d. Is supervised by one or more **physicians** available at all times.

A **hospital** does not include:

- a. A nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- b. A facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
- c. Any military or veteran's hospital or soldiers' home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

**Host at destination** means a person with whom **you** are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

**Host country** means a country or territory **you** are visiting, shown on **your** itinerary, and which is not **your home country**.

**Inaccessible** means **you** cannot reach **your destination** by the original mode of **transportation**.

**Inclement weather** means any **severe weather** condition other than a hurricane which delays the scheduled arrival or departure of a **common carrier** or prevents **you** from reaching **your destination**.

**Injury** or **injured** means a bodily **injury** caused by an **accident** occurring while **your** coverage under this **policy** is in force and resulting directly and independently of all other causes of **loss** covered by this **policy**. The **injury** must be verified by a **physician**.

**Initial trip payment** means the first **payment or deposit** made to **your travel supplier** toward the cost of **your covered trip**, regardless of whether this payment is refundable. A “good faith deposit” or a “holding payment” is not considered the **initial trip payment** until the payment is applied to confirmed dates of travel.

**Inpatient** means a person:

- a. Who is confined in a **hospital** as a registered bed patient for at least twenty-four (24) hours; and
- b. For whom at least one day's room and board is charged by the **hospital** unless confined as an **inpatient** in any military, veterans or other government supported or sponsored **hospital** for which a charge for room and board is not made.

**Insured** means a person:

- a. For whom any required application form has been completed;
- b. For whom any required cost has been paid; and
- c. For whom a **covered trip** is scheduled.

**Loss** means an **injury** or **unforeseen** event or incident (subject to the exceptions contained in the following sentences) sustained by **you** as a direct result of one or more of the events against which **we** have undertaken to compensate **you**. **Loss** does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. **Loss** also does not include any form of consequential, incidental, or indirect damages or **injury**.

**Medical equipment** means an appliance or device that is:

- a. Prescribed by a **physician**;
- b. Primarily and customarily used for a medical purpose rather than being primarily for comfort or convenience;
- c. For outpatient use; and
- d. Generally not useful in the absence of **sickness** or **injury**.

**Medically necessary** means a treatment, service, or supply:

- a. Is essential for diagnosis, treatment or care of the **accidental injury** or **sickness** 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 his or her care, supervision or order.

**Mental, nervous or psychological disorder** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**Natural disaster** means:

- a. A flood (due to natural causes);
- b. Tsunami;

- c. Hurricane;
- d. Tornado;
- e. Earthquake;
- f. Mudslide;
- g. Avalanche;
- h. Landslide;
- i. Volcanic eruption;
- j. Sandstorm;
- k. Sinkhole;
- l. Wildfire; or
- m. Blizzard.

**Normal pregnancy or childbirth** means a pregnancy or childbirth that is free of complications or problems.

**Owned or rented vehicle** means a self-propelled private passenger motor vehicle which is of a type both designed and required to be licensed for use on the highways of any state or country. An **owned vehicle** is leased by **you** for 365 consecutive days or more or owned by **you**. A **rented vehicle** is a vehicle rented or leased by **you** for 364 days or less, and for which a **rented vehicle agreement** is signed by **you**. **Owned or rented vehicle** does not include any motor vehicle which is used in mass or public transit.

**Pandemic** means an **epidemic** over a wide geographic area that affects a large portion of the population.

**Payments or deposits** means the cash, check, or credit card amounts actually paid for **your covered trip**. Certificates, vouchers, frequent traveler rewards, miles or points, discounts and/or credits applied (in part or in full) towards the cost of **your covered trip** are not **payments or deposits** as defined herein.

**Personal effects** means items being used by **you** during **your covered trip**. **Personal effects** does not include:

- a. Eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- b. Antiques and collectors' items;
- c. Household items and furnishings; and
- d. Animals.

**Pet** means a domesticated dog or cat that is kept in the home for companionship and not for commercial purposes.

**Physician** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating **physician** cannot be **you**, **your traveling companion**, a **family member**, or a **business partner**.

**Policy** means this individual **policy** document, the schedule of benefits, and any endorsements, riders or amendments that will attach during the Period of Coverage.

**Pre-existing medical condition** means an **injury, sickness**, death or other condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

- a. First manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment, or;
- b. Care, testing or treatment was given or recommended by a **physician**; or
- c. Required a change in prescribed medication.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

**Prepaid** means **payments or deposits** paid by **you** for **travel arrangements** for **your covered trip** prior to **your actual departure date** or **scheduled departure date**. **Payments or deposits** for shore excursions, theater, concert or event **tickets** or fees, or sightseeing, if such arrangements are made during **your covered trip** and are to be used prior to the **scheduled return date** of **your covered trip** are not considered **prepaid** as defined herein.

**Primary** means **we** will pay first but reserve the right to recover from any other insurance carrier with which **you** may be covered.

**Primary residence** means **your** fixed, permanent and main home for legal and tax purposes.

**Professional athletic event** means a sporting contest in which **you** participate under contract in exchange for an agreed-upon salary. This does not include athletes participating in exchange for a scholarship or tuition.

**Qualified diver** means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

**Quarantine** means a mandatory confinement, intended to stop the spread of a contagious disease to which **you** or **your traveling companion** may have been exposed.

**Reasonable additional expenses** means expenses for:

- a. Meals;
- b. Essential telephone calls;
- c. Local **transportation** (taxi fares, mass transit, rental vehicle, etc.);
- d. Parking costs;
- e. Internet usage fees; and
- f. Lodging,

which are necessarily incurred as the result of a **trip** delay and which are not provided by the **common carrier** or any other party free of charge.

**Reasonable and customary or reasonable and customary charges** means an expense which:

- a. Is charged for treatment, supplies, or medical services **medically necessary** to treat **your** 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
- c. Does not include charges that would not have been made if no insurance existed. In no event will the **reasonable and customary charges** exceed the actual amount charged.

**Rental return date** means the **return date** listed on the **rented vehicle agreement**.

**Rented vehicle agreement** means the entire contract into which **you** enter when renting or leasing a vehicle from a rental car or leasing agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the agreement. The period of the **rented vehicle agreement** may not exceed 364 days.

**Reservation** means a confirmed **stay** at a hotel or resort with a confirmed arrival date and a confirmed **departure date** made through the **travel supplier**.

**Return date** means the date on which **you** are scheduled to return to the point where the **covered trip** started or to a different specified **return destination**.

**Return destination** means **your primary residence** or the place to which **you** expect to return from **your covered trip**.

**Scheduled departure date** means the date on which **you** are originally scheduled to leave on the **covered trip**.

**Scheduled return date** means the date on which **you** are originally scheduled to return to the point of origin or to a different final **destination** or to **your primary residence** from a **covered trip**.

**Service animal** means any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items.

**Severe weather** means hazardous weather conditions including but not limited to windstorms, hurricanes, tornadoes, fog, hailstorms, rainstorms, snow storms, or ice storms.

**Sickness** means an illness or disease diagnosed or treated by a **physician** after **your effective date** of coverage under this **policy**. **Sickness** does not include **mental, nervous or psychological disorder**.

**Sportsman's equipment** means:

- a. Hunting equipment including, but not limited to guns, bows and arrows;
- b. Fishing equipment including, but not limited to rods, reels and tackle;
- c. Ski gear, including, but not limited to skis, ski poles, ski bindings, boots and snowboards;
- d. Golf equipment including, but not limited to golf clubs and golf balls; and
- e. Any other similar gear or equipment utilized by **you** for similar activities during the **covered trip**.

This includes such equipment that is used by **you** on **your covered trip** whether owned, borrowed or rented.

**Spouse** means **your** legal spouse, civil union partner, or **domestic partner**.

**Strike** means a stoppage of work which:

- a. Is announced, organized, and sanctioned by a labor union; and
- b. Interferes with the normal departure and arrival of a **common carrier**.

This includes work slowdowns and sickouts. **Your** coverage must be effective prior to when the **strike** is foreseeable. A **strike** is foreseeable on the date labor union members vote to approve a **strike**.

**Terrorist Incident** means an act of violence that is deemed terrorism by the U.S. Department of State, or that is committed by any person acting on behalf of, or in connection with, any organization which is classified as a Foreign Terrorist Organization by the U.S. Department of State. The following are not considered **terrorist incidents**: an act of war (declared or undeclared), **civil disorder**, or riot. Not all acts of violence, even when committed by known terrorist organizations, are considered **terrorist incidents** for the purpose of this definition. Any act of violence will only be declared a **terrorist incident** if/when the US Department of State declares it so.

**Transportation** means any land, sea or air conveyance required to transport **you** during an **emergency medical evacuation**. **Transportation** includes, but is not limited to, **common carrier**, air ambulances, land ambulances and private motor vehicles.

**Travel arrangements** means:

- a. **Transportation**;
- b. Accommodations; and
- c. Other specified services arranged by the **travel supplier** or **you** or others for **your covered trip**.

**Travel supplier** means any entity involved in providing travel services or **travel arrangements**.

**Traveling companion** means person(s) booked to accompany **you** on **your covered trip**.

**Trip** means a period of travel at least one hundred (100) miles from **your primary residence** for a period that does not exceed 90 days. **Your** trip must have a defined **departure date** and **return** date.

**Trip cost** means dollar amount of **trip payments or deposits**, which are subject to cancellation penalties, paid by **you** prior **your covered trip departure date**. The trip cost is stated on **your** application. Trip cost will also include the cost of any additional pre-paid **payments or deposits** paid by **you** for the same **covered trip**, after application for coverage under this plan provided **you** amends **your policy** limit to include the cost of the additional travel arrangements and pays any additional premium.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the **effective date** of **your policy**.

**Uninhabitable** means:

- a. The building structure itself is unstable and there is a risk of collapse in whole or in part;
- b. There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
- c. Immediate safety **hazards** have yet to be cleared, such as debris or downed electrical lines;
- d. The property is without electricity, gas, sewer service or water for forty-eight (48) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

**Unqualified diver** means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

**Unused** means **your** financial **loss** of any whole, partial or prorated **prepaid** non-refundable components of a **covered trip** that are not depleted or exhausted, including award travel expenses.

**We, us or our** means Spinnaker Insurance Company and its agents.

**Winter activities** means:

- a. Skiing or snowboarding of any kind;
- b. Glacier walking;
- c. Dog sled rides;
- d. Ice climbing;
- e. Ice curling;
- f. Ice diving;
- g. Ice hockey;
- h. Ice skating;
- i. Sledding;
- j. Speed skating;
- k. Tobogganing; or
- l. Any activity materially similar to those activities described herein.

**You or your** means all persons listed as **insureds** on the schedule of benefits.



## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**Entire Contract; Changes:** This **policy**, schedule of benefits, application and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of **our** company may approve a change. Any such change must be shown in this **policy** or its attachments.

**Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of three (3) years after the time written proof of loss is required to be furnished.

**Payment of Premium:** Coverage is not effective unless all premium due has been paid to **us** or **our** designated representative prior to a date of **loss** or insured occurrence.

**Subrogation:** When someone is responsible for **your loss**, **we** have the right to recover any payments **we** have made to **you** or someone else in relation to **your** claim, as permitted by law. In such case, **we** may require any person receiving payment from **us** to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing **us** to do so. Everyone eligible to receive payment for a claim submitted to **us** must cooperate with this process and must refrain from doing anything that would adversely affect **our** rights to recover payment.

Termination of this **policy**. Termination of this **policy** will not affect a claim for **loss** if the **loss** occurred while this **policy** was in force.

**Excess Insurance Limitation:** The insurance provided by this **policy** shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any **loss** payable under this **policy** 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.

**Insurance With Other Insurers:** If there is other valid coverage with another insurer that provides coverage for the same **loss**, **we** will pay only the proportion of the **loss** that **our** limit for that **loss** bears to the total limit of all insurance covering that **loss**, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

**Concealment or Fraud:** **We** do not provide coverage if **you** or someone acting on **your** behalf, has made false statements, intentionally concealed or misrepresented any material fact or circumstance relating to this **policy** or claim.

**Acts of Agents:** No agent or any person or entity has authority to accept service of the required proof of **loss** or demand arbitration on **our** behalf nor to alter, modify, or waive any of the provisions of this **policy**.

**Physical Examinations and Autopsy:** **We** have the right to have **you** medically examined as reasonably necessary to make a decision about **your** medical claim. If someone covered by **your policy** dies, **we** may also require an autopsy (except where prohibited by law). **We** will cover the cost of these medical examinations or autopsies.

**Policy Changes:** *You* or the *policy* purchaser may request changes to the *policy* by notifying *us*. All other changes to *your policy* must be requested prior to *your* original *departure date*. If the change results in an increase in premium, *you* must pay the amount due. If the requested change results in a premium decrease, we will refund the return premium to the *policy* purchaser. Requested changes will be effective with *our* acceptance and *your* payment of premium due.

**Arbitration:** *We* and one or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this *policy*, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Selection of Arbitrators:** One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

**Payment of Arbitration Fees and Costs:** Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to *you* that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.

**Location:** Any arbitration hereunder shall take place in the state of residence, unless otherwise mutually agreed upon by the two sides.

**Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

**Transfer of Coverage.** Coverage under this *policy* cannot be transferred by *you* to anyone else.

**Assignment:** *You* may not assign any of *your* rights, privileges or benefits under this *policy* without *our* prior consent.

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

*You* are responsible for meeting all requirements to travel, including obtaining required travel authorizations/documentation (for example, passports or visas), obtaining required immunizations (unless *you* are medically unable) and medical supplies/equipment (including verifying that *your* supplies/equipment meet *your travel supplier's* requirements), and anything else required for *you* to travel.

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**ELIGIBILITY AND ENROLLMENT:** *You* must apply for *your* own insurance plan and pay premium due. If a minor *dependent child* is traveling with *you*, *you* must complete an application for the *child* and pay premium due. If accepted by *us*, each applicant will become an *insured*.

*You* are only eligible for coverage if *we* accept *your* request for insurance. *Your policy's* coverage *effective date* and coverage *end date* are indicated on *your confirmation*. The *policy* is effective on the day after *we* receive both the application and the full premium. If this *policy* was purchased by mail, the *policy* is effective the day after both the order and the full premium are postmarked. The order and full premium must be received before the *departure date*.

In order to be eligible for coverage, *losses* must occur while *your policy* is in effect.

Except for one-way and same-day return *trips*, the *departure date* and *return date* that *you* provided at time of purchase are counted as two separate days of travel when *we* calculate the duration of *your covered trip*.

Subject to payment of any premium due:

For Trip Cancellation: Coverage begins at 12:01 A.M. local time, at *your* location on the day after the required premium for such coverage is received by *us* or *our* Administrator as shown in the schedule of benefits. Coverage ends at the point and time of departure on *your scheduled departure date*.

For Trip Delay: Coverage is in force while en route to and from the *covered trip*.

#### Post-Departure Benefits

All other coverages will begin on the later of:

- a. 12:01 A.M. Standard Time on the *scheduled departure date* shown on the travel documents;
- b. The date and time *you* start *your covered trip*; or
- c. The date and time *you* resume *your covered trip*, if the Resumption of Trip benefit is utilized.

Rental Vehicle Damage coverage is effective when *you* sign the *rented vehicle agreement* and take possession of the *rented vehicle* provided the required cost has been paid on or before the date and time the *rented vehicle agreement* has been signed.

For all other coverages: Coverage begins at the point and time of departure on the *scheduled departure date*.

In the event the *scheduled departure date* and/or the *scheduled return date* are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the *travel supplier* nor *you* have control, *your* term of coverage shall be automatically adjusted in accordance with *your* or the *travel supplier's* notice to *us* of the delay or change.

**WHEN YOUR COVERAGE ENDS.**

## Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

- a. The cancellation of ***your covered trip***; or
- b. 11:59 P.M. on the day before the ***scheduled departure date***.

## Post-Departure Benefits

Rental Vehicle Damage coverage will end the earlier of:

- a. The vehicle's return to the rental agency; or
- b. 11:59 P.M. on the ***rental return date***.

If ***you*** extend the ***rented vehicle agreement***, ***you*** must also contact ***us*** or ***our*** designated representative on or before the ***rental return date*** to extend the Rental Vehicle Damage coverage and pay the additional cost due, otherwise this coverage will end on the original ***rental return date***.

All other coverages end on the earliest of:

- a. ***Your*** arrival at the ***return destination***, even if this occurs earlier than the ***scheduled return date***;
- b. The ***scheduled return date***;
- c. ***Your*** arrival at the ***destination*** on a one-way ***covered trip***; or
- d. The date listed as the ***return date*** by ***you*** on the application.

Extension of Coverage – Baggage coverage: Baggage coverage is extended if ***your baggage*** is in the charge of a ***common carrier*** and delivery is delayed. This extension will terminate when the ***common carrier*** delivers the property to ***you***, or when the ***common carrier*** documents the property as lost. This extension does not apply to the Baggage Delay benefits.

#### SECTION IV. COVERAGES

##### TRIP CANCELLATION

We will pay **you** up to the maximum amount shown in the **schedule of benefits** for loss(es) incurred by **you** or **your traveling companion** for a **covered trip** cancelled up to the date and time of departure due to any of the following **unforeseen** events:

##### Health and Family

- a. Any **injury**, death or **sickness**;
  1. Occurring to **you**, **your traveling companion** or a **family member** traveling with **you**, that is so disabling as to cause a reasonable person to cancel their **covered trip** which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your** continued use of the **covered trip**;
  2. Occurring to a **family member** not traveling with **you** that is considered life-threatening, as certified by a **physician** or they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be canceled and must be certified by a **physician**;
- b. **You** or **your traveling companion** has **complications of pregnancy**. The onset of these conditions must occur after **your effective date of coverage** and must be verified by medical records; or
- c. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receives official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

##### Transportation and Accommodation

- a. **You** and/or **your traveling companion** are directly involved in a traffic accident, while en route to **your destination**. Traffic accident must be substantiated by a police report;
- b. Mechanical/Equipment failure of a **common carrier** that occurs on or within one (1) days of a **covered trip scheduled departure date** and causes complete cessation of **your** travel for at least forty-eight (48) consecutive hours;
- c. **Strike** causing cancellation or delay of **your** pre-arranged travel services for at least twenty-four (24) consecutive hours that causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours;
- d. A road closure causing a delay in reaching **your destination** for at least twelve (12) hours; or
- e. Complete or partial closure of the air traffic control tower or the airport from which **you** are scheduled to depart. Closure must be caused by fire or a power outage and must result in a delay of **your covered trip** for at least forty-eight (48) consecutive hours. This does not apply to closures caused by a **natural disaster** or **inclement weather**.

##### Weather

- a. Weather at the departure site which causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours and prevents **you** from reaching **your destination**;
- b. **Your** or **your traveling companion's destination** being made **uninhabitable** or inaccessible by **natural disaster**, that is due to natural causes; vandalism or burglary. Benefits are not payable

if a hurricane is named on or before the **effective date** of **your** Trip Cancellation Coverage; Benefits are not payable if the **natural disaster** is foreseeable prior to **your effective date**. A **natural disaster** is foreseeable on the date it becomes a named storm;

- c. **Inclement weather**, if all of the following conditions are met:
  - i. Causes delay or cancellation of travel at the departure site for at least forty-eight (48) consecutive hours;
  - ii. Prevents you from reaching your destination;
  - iii. Causes closure of public roadways by government authorities on your covered trip route, if your covered trip is primarily partially via an owned or rented vehicle;
- d. **Your** or **your traveling companion's primary residence** being made **uninhabitable** or inaccessible by **natural disaster**, that is due to natural causes; vandalism, or burglary. Coverage for a hurricane applies only if insurance was purchased prior to the storm being upgraded to a hurricane;
- e. Mandatory evacuation ordered by local authorities at **your destination** due to hurricane or other **natural disaster** for at least twenty-four (24) consecutive hours preventing **you** from staying at **your destination**; or
- f. Named hurricane causing cancellation of travel to **your** destination because it has become **uninhabitable** for the greater of: (1) four (4) days or (2) fifty percent (50%) of **your covered trip** length. **We** will only pay benefits for losses occurring within fourteen (14) calendar days after the named hurricane makes **your** destination accommodations **uninhabitable**. **Your** destination accommodations are **uninhabitable** if:
  - i. the building structure itself is unstable and there is a risk of collapse in whole or in part;
  - ii. there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
  - iii. immediate safety **hazards** have yet to be cleared, such as debris on roofs or downed electrical lines; or
  - iv. the rental property is without electricity or water.

Benefits are not payable if a hurricane is named on or before the **effective date** of **your** Trip Cancellation coverage or less than fourteen (14) days after the **effective date** of **your** Trip Cancellation coverage.

### Legal

- a. **You** or **your traveling companion** legally adopts a **child** and the date of the placement or adoption falls during **your covered trip**; **you** or **your traveling companion** are traveling for the purpose of adopting a **child**, but the adoption is cancelled for reasons beyond **your** control. The adoption must be approved prior to the **effective date**;

### Personal Safety and Security

- a. A politically motivated **terrorist incident** occurs within a fifty (50) mile radius of the territorial **city** limits of the **city** to be visited as shown in **your** itinerary and if the United States government issues a travel advisory indicating that Americans should not travel to a **city** named on the itinerary within 30 days of **your** departure;
- b. **You** and/or **your traveling companion** being hijacked, **quarantined**, required to serve on a jury, subpoenaed, or required to appear as a witness in a legal action, provided **you** or **your traveling companion** are not a party to the legal action or appearing as a law enforcement officer; the victim **offelonious assault** within ten (10) days of departure;
- c. **You**, **your traveling companion** or **family member** are kidnapped or disappear after the **effective date** of **your** Trip Cancellation coverage as substantiated by a police report;

- d. Theft of passports, travel documents, or visas specifically required for **your covered trip** within fourteen (14) days of the **scheduled departure date**. The theft must be substantiated by a police report;
- e. Cancellation of a **covered trip** as a result of: riot, or **civil disorder** for at least twenty-four (24) consecutive hours preventing **you** from reaching **your destination**, or
- f. Documented theft of **your** automobile that results in **your** inability to take the **covered trip**. Documented means that **you** have reported the theft to the local authorities.

#### Work/Military/School

- a. **You** or **your traveling companion** or parent or legal guardian if the **insured** is a **child** are involuntarily terminated or laid off through no fault of **your** own more than thirty (30) days after **your effective date**, provided that **you** have been an active employee with the same employer for at least two (2) continuous years. Termination must occur following the **effective date**. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons;
- b. **You** or **your traveling companion** are employed as a full time teacher or other full time employee, a student or parent of a student at a primary or secondary school and are required to complete an extended school year that falls on or beyond the **scheduled departure date**. School extensions due to extra-curricular or athletic events are not covered; or
- c. **You** or **your traveling companion** are called to **active military duty** to provide aid or relief in the event of a **natural disaster**, or military leave is revoked or reassigned within thirty (30) days of the **scheduled departure date**, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel must have been approved prior to the **effective date**.

#### Trip Cancellation Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Cancellation Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. **Travel arrangements** canceled by an airline, charter, **cruise** line, or tour operator, except as provided elsewhere in the plan;
- b. Changes in plans by **you**, a **family member**, or **your traveling companion**, unless Cancel For Any Reason coverage was purchased;
- c. Financial circumstances of **you**, a **family member**, or **your traveling companion**;
- d. Any business or contractual obligations of **you**, a **family member**, or **your traveling companion**, for any reason;
- e. Any government regulation or prohibition;
- f. An event which occurs prior to **your coverage effective date**;
- g. Failure of any tour operator, **common carrier**, person or agency to provide the bargained-for **travel arrangements** or to refund money due **you**;
- h. **Financial default**;
- i. Traveling for the purpose of securing medical treatment; and
- j. Payments made for this **policy**.

**SINGLE OCCUPANCY**

**We** will reimburse **you**, up to the Trip Cancellation or Trip Interruption maximum amount shown in the schedule of benefits, for the additional cost incurred during the **covered trip** as a result of a change in the per person occupancy rate for prepaid, non-refundable travel arrangements if a person booked to share accommodations with **you** has his/her trip canceled, or interrupted due to any of the **unforeseen** events shown in the Trip Cancellation and Trip Interruption section and **you** do not cancel.



**CANCEL FOR ANY REASON**

Coverage is provided for this benefit if purchased within fifteen (15) days of the date the **initial trip payment** is paid and insures the cost of any subsequent arrangement(s) added to the same **covered trip** within fifteen (15) days of the date of **payments or deposits** for any subsequent **covered trip** arrangement(s). **You** must cover the entire cost of **your covered trip** to be eligible for this benefit.

If **you** are prevented from taking the **covered trip** for any reason not otherwise covered by this **policy**, **we** will reimburse **you** or **your** designated representative for seventy-five percent (75%) of the prepaid, forfeited, non-refundable **payments or deposits** for the **covered trip** arrangement(s) up to the maximum amount shown in the schedule of benefits, provided the following conditions are met:

- a. This insurance coverage is purchased for the full cost of all non-refundable prepaid **covered trip** arrangements that are subject to cancellation penalties and/or restrictions; and
- b. **You** or **your** designated representative cancels the **covered trip** no less than forty-eight (48) hours prior to the **scheduled departure date**.

**Single Occupancy:** **We** will pay **you**, up to the maximum shown on the schedule of benefits, for the additional cost incurred during the **covered trip** as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with **you** has his or her **covered trip** delayed, canceled, or interrupted for a covered reason and **you** do not cancel **your covered trip**.

## TRIP INTERRUPTION

**We** will pay **you** up to the maximum amount shown in the schedule of benefits for loss(es) incurred by **you** or **your traveling companion** for a **covered trip** interrupted after the date and time of departure due to any of the following **unforeseen** events:

## Health and Family

- a. Any **injury**, death, or **sickness**;
  - 1. Occurring to **you**, **your traveling companion** or a **family member** traveling with **you**, that is so disabling as to cause a reasonable person to interrupt their **covered trip** which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your** continued participation in the **covered trip**;
  - 2. Occurring to a **family member** not traveling with **you** that is considered life-threatening, as certified by a **physician** or they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be interrupted and must be certified by a **physician**;
- b. **You** or **your traveling companion** have **complications of pregnancy**. The onset of these conditions must occur after **your effective date** and must be verified by medical records; and
- c. **You** are on a list as a donor or recipient for an organ transplant and, after the **effective date**, receive official notification that an organ match is available for immediate transplant. The transplant must be considered **medically necessary**, and a **physician** must confirm that the transplant and/or surgery is so disabling as to prevent travel.

## Transportation and Accommodation

- a. **You** or **your traveling companion** are delayed due to a traffic accident while en route to **your destination**. The traffic accident must be substantiated by a police report;
- b. **Strike** causing cancellation or delay of **your** pre-arranged travel services for at least twenty-four (24) consecutive hours; that causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours;
- c. Mechanical/Equipment failure of a **common carrier** which results in a delay of **your covered trip** for at least forty-eight (48) consecutive hours;
- d. **Your owned or rented vehicle** is stolen during the **covered trip**. The theft must be reported to local authorities within forty-eight (48) hours; or
- e. Complete or partial closure of the air traffic control tower or the airport from which **you** are scheduled to depart. Closure must be caused by fire or a power outage, and must result in a delay of **your covered trip** for at least forty-eight (48) consecutive hours. This does not apply to closures caused by a **natural disaster** or **inclement weather**.

## Weather

- a. A named hurricane making **your primary residence uninhabitable** or making the **destination inaccessible** or **uninhabitable**. Coverage for a hurricane applies only if insurance was purchased prior to the tropical storm first being upgraded to a hurricane. **We** will only pay the benefits for **losses** occurring within thirty (30) days after the named hurricane makes **your destination uninhabitable** or **inaccessible**; or
- b. Weather at the departure site which causes complete cessation of services of **your common carrier** for at least forty-eight (48) consecutive hours and prevents **you** from reaching **your destination**.

**Personal Safety and Security**

- a. **You** and/or **your traveling companion** being hijacked, **quarantined** in the location where **you** are intending to travel, required to serve on a jury, subpoenaed, or required to appear as a witness in a legal action, provided **you** or **your traveling companion** is not a party to the legal action or appearing as a law enforcement officer;
- b. **You** or **your traveling companion** are the victim of a **felonious assault** during the **covered trip**;
- c. Theft of passports, travel documents, or visas specifically required for **your covered trip** within fourteen (14) days of the **return date**. The theft must be substantiated by a police report;
- d. The U.S. Department of State issues a travel warning for travel to a **destination** specifically listed on **your** itinerary. The travel warning must be issued after **your effective date**;
- e. A politically motivated **terrorist incident** occurs within 30 days of **your scheduled departure date** and within a fifty (50) mile radius of the territorial **city** limits of the **city** to be visited as shown in **your** itinerary and if the United States government issues a travel advisory indicating that Americans should not travel to a **city** named on the itinerary; and
- f. Interruption of a **covered trip** as a result of: riot, or **civil disorder** for at least twenty-four (24) consecutive hours preventing **you** from reaching **your destination**.

**Military**

- a. **You, your traveling companion** or **family member** are called to **active military duty** to provide aid or relief in the event of a **natural disaster**, or military leave is revoked or reassigned within thirty (30) days of the **scheduled departure date**, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel must have been approved prior to the **effective date**.

**We** will pay a benefit to reimburse **you** for any of the expenses listed below, up to the maximum limit shown in the schedule of benefits, for **covered trips** that are interrupted due to any of the **unforeseen** events listed above:

- a. Prepaid, nonrefundable **trip costs** for **unused travel arrangements**, and
- b. The average room rental rate at the **destination** resort, less any used portion, on a pro-rated basis; and
- c. Additional transportation expenses incurred by **you** (not to exceed the same class as **your** original ticket or the cost of economy airfare, less any refunds paid or payable) for travel by the most direct route to:
  - 1. The **return destination**; or
  - 2. **Your destination**, or to a place where **you** can continue **your covered trip**.

**Trip Interruption Exclusions:**

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Interruption Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. **Travel arrangements** canceled by an airline, charter, **cruise** line, or tour operator, except as provided elsewhere in the plan;
- b. Changes in plans by **you**, a **family member**, or **your traveling companion**, for any reason;
- c. Financial circumstances of **you**, a **family member**, or **your traveling companion**;
- d. Any business or contractual obligations of **you**, a **family member**, or **your traveling companion**, for any reason;
- e. Any government regulation or prohibition;

- f. An event which occurs prior to ***your coverage effective date***;
- g. Failure of any tour operator, ***common carrier***, person or agency to provide the bargained-for ***travel arrangements*** or to refund money due ***you***;
- h. ***Financial default***; and
- i. Traveling for the purpose of securing medical treatment

## TRIP DELAY

**We** will reimburse **you** per **insured**, up to the maximum amount shown in the schedule of benefits if **your covered trip** is delayed at least six (6) consecutive hours from the scheduled departure time and prevents **you** from reaching **your** intended **destination**. The Trip Delay benefit will cover **reasonable additional expenses** as a result of a cancellation or delay to **your covered trip** for one of the following **unforeseen** events:

- a. **You** are involved in or delayed due to a traffic accident while en route to a departure. Traffic accident must be substantiated by a police report;
- b. **Common carrier** delay;
- c. **You** or **your traveling companion** have lost or had stolen, **your** passports, travel documents, or money;
- d. **You** or **your traveling companion** are **quarantined** (except as the result of an **epidemic** or **pandemic**);
- e. **Strike**;
- f. **Natural disaster** at the point of departure or **destination**;
- g. **Civil disorder**; or
- h. Hijacking.

**Reasonable additional expenses**, which were not paid or provided for by any other source, incurred must be accompanied by receipts.

If **you** incur more than one (1) delay in the same **covered trip**, **we** will reimburse **you** for the delay with the largest benefit up to the maximum amount shown in the schedule of benefits.

**MISSED CONNECTION**

**We** will reimburse **you**, up to the maximum amount shown in the schedule of benefits if, while on a **covered trip**, **you** miss a **trip** departure resulting from delay of at least 3 consecutive hours of **your** scheduled airline flights due to **inclement weather** or **common carrier** caused delay, for:

- a. Additional transportation expenses incurred by **you** to join the departed **trip**;
- b. Reasonable accommodation and meal expenses incurred, which were not paid or provided for by any other source, up to the per day amount shown in the schedule of benefits; and
- c. Pre-paid, non-refundable **trip** payments for the **unused** portion of the **trip**.

The **common carrier** must certify the delay of the regularly scheduled airline flight. Coverage is secondary if reimbursable by any other source.

These benefits will not duplicate any other benefit payments payable under this **policy** or any coverage attached to this **policy**.

**BAGGAGE AND PERSONAL EFFECTS**

**We** will pay **you** the lesser of:

- a. The **actual cash value** as determined by **us**; or
- b. The cost of replacement, up to the maximum limit shown in the schedule of benefits, and subject to the special limitations shown below, for loss, theft or damage to **your baggage** and **personal effects** during **your covered trip**.

**We** will also pay for fees incurred to ship **your baggage** and **personal effects** to **your** location if the lost items are recovered. Benefits are payable only after satisfaction of the **deductible** shown in the schedule of benefits.

Special Limitations:

**We** will reimburse **you** up to:

- a. One thousand, two hundred fifty dollars (\$1,250) per item.

Items over one hundred fifty dollars (\$150) must be accompanied by original receipts. If receipts are not provided, the maximum amount payable will be one hundred fifty dollars (\$150).

In the event of a **loss** to a pair or set of items, **we** will pay the lesser of:

- a. The cost to repair or purchase the individual item(s) needed to complete the set or pair; or
- b. The original purchase price of the set or pair.

In the event of a **loss** of **your** prescription medication, **we** will reimburse **you** only for the cost to replace the amount of prescriptions drugs that were lost, stolen, or damaged. The prescribing **physician** must authorize the replacement and it must be legally permissible to replace the prescription at **your** location.

Baggage and Personal Effects maximum limit shown in the schedule of benefits also includes:

- a. **Losses** due to unauthorized use of **your** credit cards if they are lost or stolen during the **covered trip**. However, this benefit will not apply if **you** have failed to comply with all requirements imposed by the issuing credit card companies; and
- b. The cost to replace **your** passport or visa if it is lost, stolen or damaged during the **covered trip**. The loss, theft or damage must be documented by a police report.

**Baggage and Personal Effects Exclusions:**

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage and Personal Effects benefit. No benefits will be paid for:

- a. Loss of, or damage to, motor vehicles;
- b. Loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
- c. Loss of, or damage to, keys, notes, securities, accounts, deeds, food stamps, bills, or other evidences of debt, money, stamps, stocks and bonds, postal or money orders, and tickets;
- d. Loss of, or damage to, property shipped as freight, or shipped prior to the **departure date**;
- e. Loss of, or damage to, contraband;
- f. Loss of, or damage to, items seized by any government official or customs official;
- g. Damage caused by any process of repair;
- h. Loss resulting from defective materials or craftsmanship;
- i. Damage caused by radioactive contamination;
- j. Loss resulting from mysterious disappearance;
- k. Loss resulting from normal wear and tear or deterioration; or

- I. Any loss that occurs on a **covered trip** with a **destination** less than one hundred (100) miles from **your primary residence**, or on a **covered trip** that is not overnight in length.

**Baggage Proof of Loss**

**You** must provide **us** or **our** designated representative with the following:

- a. An **accident**, police, or incident report providing details of the incident;
- b. Receipts for all items being claimed;
- c. A copy of a repair invoice or estimate, if the claim is for damaged **baggage**; and
- d. Documentation showing any received or expected settlements, refunds or credits for this **loss** from any other party.



**BAGGAGE DELAY**

**We** will reimburse **you**, up to the maximum amount shown in the schedule of benefits, for the purchase of **personal effects**, if **your baggage** is delayed or misdirected by the **common carrier** for more than twenty-four (24) hours while on **your covered trip**.

Incurred expenses must be accompanied by receipts.

This benefit does not apply if **baggage** is delayed after **you** have reached **your return destination**.

**Baggage Delay Proof of Loss**

**You** must provide **us** or **our** designated representative with the following:

- a. An incident report filed with the **common carrier** confirming the delay;
- b. Receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement; and
- c. Documentation showing any received or expected settlements, refunds or credits for this **loss** from any other party.
- d. **You** must provide documentation of the delay or misdirection of **baggage** by the **common carrier**.

## TRAVEL MEDICAL EXPENSE

**We** will pay a benefit to reimburse **you** for the **reasonable and customary charges**, up to the maximum limit shown in the schedule of benefits (and after satisfaction of the **deductible**) if **you** suffer an **injury** or **sickness** during the **covered trip** that requires treatment by a **physician**. The **injury** must occur or the **sickness** must first begin while on a **covered trip**. The initial documented treatment must be given by a **physician** during the **covered trip**.

**Travel Medical Covered Expenses:**

**We** will pay a benefit to reimburse **you** the **medically necessary** expenses incurred for:

- a. Services of a **physician** or registered nurse (R.N.), and related tests or treatment;
- b. **Hospital** charges or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or hotel room, not already included in the cost of **your covered trip**, if recommended as a substitute for a **hospital** room for recovery from an **injury** or **sickness**;
- c. Prescription medication to treat the **injury** or **sickness**;
- d. Charges for anesthesia (including administration), x-ray examinations or treatments, and laboratory tests;
- e. Local ambulance services to and from a **hospital**;
- f. **Hospital** room and board schedule of benefits;
- g. Artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices; and
- h. The cost of emergency dental treatment for accidental **injury** to sound natural teeth that occurs during a **covered trip** limited to the Maximum Limit shown in the schedule of benefits.

Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after **you** have reached **your return destination**, regardless of the reason. The treatment must be given by a **physician** or dentist.

**We** will pay a benefit to reimburse **you** for these expenses for all treatment related to the initial **injury** or **sickness** for thirty (30) days from the date of the first treatment during the **covered trip**, or until the **return date**, whichever is later. Otherwise, **we** will not pay for any expenses incurred after the Coverage Termination Date as shown in the Effective and Termination Dates section of this **policy**, regardless of the reason.

**We** will not pay benefits in excess of the **reasonable and customary charges**. **We** will not cover any expenses incurred by another party at no cost to **you** or already included within the cost of the **covered trip**.

**Adventure Sports Coverage:** Benefits will be paid up to the limit shown in the **schedule of benefits**, if **you** suffer an **injury** while participating **adventure activities**.

**Advance Payment:** If **you** require admission to a **hospital** during a **covered trip** for an **injury** or **sickness**, **we** or **our** designated representative will arrange advance payment, if required by the **hospital**, directly to the **hospital**. **Hospital** confinement must be certified as **medically necessary** by the onsite attending **physician**.

This amount will be deducted from the Travel Medical Expense benefit limit shown in the schedule of benefits. **You** agree to reimburse this payment to **us** if:

- a. **You** do not complete the claims process as outlined in the Payment of Claims section; or
- b. It is determined that **your** Travel Medical Expense claim is not covered.

**We** will provide advance payment when required and requested by **you**. However:

- a. **We** reserve the right to deny a request for advance payment if **we** confirm that **your** claim is not covered under the Policy; and
- b. An advance payment made by **us** is not a guarantee of claim approval.

Benefits for Advance Payment will not duplicate any other benefits payable under the **policy**.

**Travel Medical Expense Exclusions:**

In addition to the General Limitations and Exclusions, the following exclusions apply to the Travel Medical Expense Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. Any service provided by **you**, a **family member**, or **your traveling companion**;
- b. Alcohol or substance abuse or treatment for the same;
- c. **Experimental or investigative** treatment or procedures;
- d. Expenses incurred by any **child** born during the **covered trip**;
- e. Care or treatment which is not **medically necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;
- f. Mental health care; or
- g. Physical therapy or occupational therapy

## EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

**We** will reimburse **you**, up to the maximum amount shown in the schedule of benefits, for covered emergency evacuation expenses incurred due to **your injury or sickness** that occurs while on a **covered trip**.

Covered emergency evacuation expenses are the **reasonable and customary charges** for **medically necessary transportation**, related medical services, and medical supplies required by the standard regulations of the conveyance transporting **you** incurred during **your** Emergency Evacuation. The **transportation** must be:

- a. Ordered by the onsite attending **physician**, who must certify that the severity of **your injury or sickness** warrants the Emergency Evacuation;
- b. Authorized in advance by **us** or **our** designated representative. In the event **your injury or sickness** prevents prior authorization of the Emergency Evacuation, **we** or **our** designated representative must be notified as soon as reasonably possible; and
- c. By the most direct and economical route possible.

**We** will also pay a benefit for **reasonable and customary charges** incurred for an **escort's** or contracted **attendant's** services, and the **escort's** or **attendant's** transportation and accommodations, if an attending **physician** recommends that an **escort** or **attendant** accompany **you**. This coverage is inclusive of the maximum limit of the Emergency Evacuation benefit.

### Transportation will be provided:

- a. From the place where **your injury or sickness** occurs to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and
- b. From a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending **physician** certifies that additional **medically necessary** treatment is needed but not locally available, and **you** are medically able to travel; and
- c. To **your primary residence**, or an adequate licensed medical facility nearest **your primary residence**,
- d. to obtain further medical treatment or to recover after being treated at a local licensed medical facility, if the onsite attending **physician** determines that **you** are medically able to be transported and that the transportation is **medically appropriate**.

**Special Limitation:** In the event **we** or **our** authorized representative could not be contacted to arrange for Covered Emergency Evacuation Expenses, benefits are limited to the amount **we** would have paid had **we** or **our** authorized representative been contacted.

## REPATRIATION OF REMAINS COVERAGE

**We** will reimburse **you** for Repatriation Covered Expenses up to the maximum amount shown in the schedule to return **your** remains if **you** die while on the **covered trip**.

Repatriation Covered Expenses are limited to the **reasonable and customary charges** for the expenses listed below. **We** or **our** authorized representative must make all arrangements and authorize all expenses in advance.

Repatriation Covered Expenses include the **reasonable and customary charges** for:

- a. Embalming or cremation; and
- b. Associated temporary storage costs for up to fifteen (15) days, or until local authorities will permit

- further transportation of the body, whichever is later; and
- c. The most economical coffins or receptacles adequate for transportation of the remains; and
  - d. Transportation of the remains, by the most direct and economical conveyance and route possible, to:
    - 1. The nearest location where the body can be embalmed or cremated, if not locally available; and
    - 2. The receiving funeral home or morgue, the **return destination**, or a different place of burial within **your** country of residence; and
  - e. The cost for creation and transmission of necessary documentation to transport the body, such as a death certificate, autopsy or police report, up to five (5) copies per document.

**Special Limitation:**

In the event **we** or **our** authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount **we** would have paid had **we** or **our** authorized representative been contacted.

**Advance Payment**

**We** will pay a benefit, up to the maximum limit shown in the schedule, directly to the provider if, while on a **covered trip**, **you** suffer an **injury** or **sickness** which requires an emergency evacuation or repatriation of remains, and payment is required prior to **transportation** or repatriation. This amount will be deducted from the Emergency Evacuation and Repatriation of Remains benefit limit, shown in the schedule of benefits. **You** agree to reimburse this payment to **us** if: (a) **you** do not file a claim for the expenses incurred as outlined in the Payment of Claims section; or (b) it is determined that **your** emergency evacuation or repatriation of remains claim is not covered.

**We** will provide advance payment when required and requested by **you**. However:

- a. **We** reserve the right to deny a request for advance payment, if **we** confirm that **your** claim is not covered under the **policy**; and
- b. An advance payment made by **us** is not a guarantee of claim approval.

**Emergency Evacuation and Repatriation of Remains Exclusions:**

In addition to the General Limitations and Exclusions, the following exclusions apply to the Emergency Evacuation and Repatriation of Remains Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- a. **Transportation** taken against the advice of the attending **physician**;
- b. Intentionally self-inflicted **injury**, suicide, or attempted suicide by **you**;
- c. **You** or the **traveling companion** are traveling for the purpose of securing medical treatment;
- d. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- e. **Your** participation in **extreme activities** or **dangerous activities**, except as a spectator.
- f. **Your mental, nervous or psychological disorder**;
- g. Expenses incurred by any **child** born during the **covered trip**; or
- h. Any loss that occurs on a **covered trip** with a **destination** less than one hundred (100) miles from **your primary residence** or to another residence of **you** or the **traveling companion**, or on a **covered trip** that is not at least overnight in length.

For purposes of this coverage, the following definition is added:

**Medically appropriate** means an adequate and acceptable course of treatment or **transportation** in the opinion of the onsite attending **physician**.

### ACCIDENTAL DEATH AND DISMEMBERMENT

**We** will pay **you** for this benefit for one of the **losses** shown in the Table of Losses below if **you** are **injured** during the **covered trip**. The **loss** must occur within three hundred sixty-five (365) days of the date of the **accident** that caused the **injury**. **We** will pay the percentage shown below of the maximum limit shown in the schedule of benefits.

If more than one **loss** is sustained as the result of one **accident**, only one benefit, the largest, shall be payable for all losses due to the same **accident**. **We** will not pay more than 100% of the maximum limit for all **losses** due to the same **accident**.

TABLE OF LOSSES	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%

**Loss** with regard to:

- Hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- Sight means an entire and irrecoverable loss of sight in that eye.

### EXPOSURE

**We** will pay a benefit for covered **losses** as specified above which result from **you** being unavoidably exposed to the elements due to an accidental **injury** during the **covered trip**. The **loss** must occur within three hundred sixty-five (365) days after the event which caused the exposure.

### DISAPPEARANCE

**We** will pay for **loss** of life as shown above if **your** body cannot be located within one (1) year after a disappearance due to an **accident** during the **covered trip**.

#### Accidental Death and Dismemberment Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Accidental Death and Dismemberment Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

- Death caused by or resulting directly or indirectly from **sickness** or disease of any kind; or
- Stroke or cerebrovascular **accident** or event; cardiovascular **accident** or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- Intentionally self-inflicted **injury**, suicide, or attempted suicide by **you**;
- You** or **your traveling companion** traveling for the purpose of securing medical treatment;
- Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- Your mental, nervous or psychological disorder**; or
- Pre-existing medical conditions**.

## RENTAL VEHICLE DAMAGE

**We** will reimburse **you**, up to the maximum amount shown in the schedule of benefits and subject to the **deductible** if **your rented vehicle** is damaged while on a **covered trip** and such damage is due to collision, vandalism, windstorm, fire, hail or flood, or any cause beyond **your** control while in **your** possession, or is stolen. Payment will be made for the lesser of:

- a. The cost of repairs and rental charges imposed by the rental company while the **rented vehicle** is being repaired (i.e. "loss of use" charges);
- b. The **actual cash value** of the vehicle; or
- c. The **deductible you** are required to pay before **your** auto insurance policy will pay.

Coverage is provided to **you** and **your traveling companion**, if both are licensed drivers and are listed on the rental agreement.

This coverage is primary to other forms of insurance or indemnity. **We** will pay first but reserve the right to recover from the insurance carrier(s) of any other party involved in the **loss**, other than **you**. **We** will not take steps to recover from any policy held by **you**.

If the rental agency does not accept this coverage and requires **you** to purchase another Rental Vehicle Damage policy, **you** must contact **us** or **our** authorized representative to obtain a refund. Requests received after the **rental return date** will require a copy of the rental invoice showing the charges for the additional insurance.

### Rental Vehicle Damage Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Rental Vehicle Damage coverage. Unless otherwise specified below, these exclusions apply to **you**, **your traveling companion**, and **family member**. This benefit will not cover any loss for, caused by, or resulting from:

- a. **You** or **your traveling companion** violating the rental agreement;
- b. Rentals of heavy duty trucks, campers, trailers, off road vehicles primarily used for off-road purposes, motor bikes, motorcycles, recreational vehicles, or **exotic vehicles**;
- c. Failure to report the loss to the proper local authorities and/or the rental car company;
- d. Damage to any other vehicle, structure, or person as a result of a covered **loss** (i.e. liability coverage);
- e. The decreased value of the vehicle as a result of the **accident** and the subsequent repairs;
- f. Participation in contests of speed, motor sport or motor racing including training or practice for the same;
- g. Gross negligence, or willful and wanton conduct by **you**;
- h. Driving under the influence of alcohol;
- i. A rental from any source other than a state or government appointed and licensed agency authorized to rent vehicles (where applicable);
- j. Any obligation **you** or **your traveling companion** assume under any agreement except insurance collision **deductible**.

### **You** must:

- a. Take all reasonable, necessary steps to protect the **rented vehicle** and prevent further damage to it;
- b. Report the **loss** to the appropriate local authorities and the rental company as soon as possible; and
- c. Obtain all information on any other party involved in a traffic **accident**, such as name, address, insurance information, and driver's license number.

If **your loss** is greater than two thousand dollars (\$2,000) a **deductible** of two hundred fifty dollars (\$250) will apply.

**Rental Vehicle Damage Coverage Proof of Loss**

**You** must provide **us** or **our** authorized representative with the following:

- a. A copy of the rental contract;
- b. A police, **accident**, or incident report which provides details of the event;
- c. A copy of the repair estimate or invoice;
- d. Pictures of the **rented vehicle** damage, including **accident** scene photos, if available; and
- e. Proof of any payments made to the rental agency for the damage.

**Effective Date**

Rental Vehicle Damage coverage is effective when **you** sign the rental agreement and take possession of the rental vehicle provided the required cost has been paid on or before the date and time the rental agreement has been signed.

**Termination Date**

Rental Vehicle Damage coverage will end the earlier of:

- a. The vehicle's return to the rental agency; or
- b. 11:59 P.M. on the **rental return date**.

If **you** extend the rental agreement, **you** must also contact **us** or **our** authorized representative on or before the **rental return date** to extend the Rental Vehicle Damage Coverage and pay the additional cost due. Otherwise this coverage will end on the original **rental return date**.

For purposes of this coverage, the following definition is added:

**Exotic Vehicle** means a vehicle over twenty (20) years old, or any vehicle with an original manufacturer's suggested retail price greater than seventy-five thousand dollars (\$75,000).

**Rented vehicle** means a vehicle rented or leased by **you** for 364 days or less, and for which a **rented vehicle agreement** is signed by **you**. **Rented vehicle** also includes a standard motorized golf cart.



**PET RETURN**

**We** will reimburse **you**, up to the maximum amount shown in the schedule of benefits, to return any of **your pets** who accompanied **you** on the **covered trip** to **your primary residence** in the United States if **you** are unable to travel due to a covered **sickness** or **injury**. Expenses include the cost of an attendant, if necessary. Please note: Arrangements must be pre-authorized by **us** or **our** authorized representative in advance.

**PET MEDICAL EXPENSE**

**We** will pay, up to the maximum amount shown in the schedule of benefits, after satisfaction of the **deductible**, for **reasonable and customary charges** if **your pet** or **service animal** suffers a **sickness** or **injury** while on a **covered trip** that requires him or her to be treated by a veterinarian. The **injury** must first occur or the **sickness** must first begin while on a **covered trip**, while covered under this **policy**.

Benefit amounts provided are an aggregate limit for all **pets** accompanying **you** and are not provided per **pet**.

## SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

The following provisions will apply to all benefits except Baggage/*personal effects* and Baggage Delay.

**Payment of Claims: When Paid:** Payable claims will be paid as soon as **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Payment of Claims: to Whom Paid:** Benefits are payable to the **insured** who purchased this **policy**. Any benefits payable due to **your** death will be paid to the survivors of the first surviving class of those that follow:

- a. The beneficiary named by **you** and on file with **we** or **our** designated representative; if none is available, then
- b. To **your** spouse, if living. If no living spouse, then
- c. To **your** estate.

**Notice of Claim:** **You** or someone acting on your behalf must contact **our** administrator listed on **your policy**, within twenty (20) days, or as soon as reasonably possible. **You** should be prepared to describe details regarding the **loss** and **your covered trip**. **Our** administrator will provide a claim form to **you** for completion and signature.

**Claim Forms:** **We** will send the claimant Proof of Loss forms within fifteen (15) days after **we** receive notice. If the claimant does not receive the Proof of Loss forms within fifteen (15) days after submitting notice, he or she can send **us** a detailed written report of the claim and the extension of the **loss**. **We** will accept this report as Proof of Loss if sent within the time fixed below for filing Proof of Loss.

**Proof of Loss:**

The claim forms must be sent back to **us** or **our** designated representative no more than ninety (90) days after a covered **loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this **policy** must be submitted to **us** or **our** designated representative no later than one year after the date of **loss** or as soon as reasonably possible. All claims require **you** to provide **us** or **our** designated representative with the following:

- a. The benefit-specific documentation shown below; and
- b. A **covered trip** invoice, itinerary or **confirmation** showing details of the **covered trip** (dates of travel, **destination**, etc.); and
- c. Any other information reasonably required to prove the **loss**.

**Other Insurance with Us:** **You** may be covered under only one (1) travel **policy** with **us** for each **covered trip**. If **you** are covered under more than one (1) 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. **We** will refund the premiums paid for the duplicate coverage, less claims paid, and the duplicate coverage will be cancelled.

The following provisions apply to Baggage/*personal effects* and Baggage Delay coverages:

**Notice of Loss:** If **your** covered property is lost, stolen or damaged, **you** must:

- a. Notify **us**, or **our** Administrator as soon as possible;
- b. Take immediate steps to protect, save and/or recover the covered property;
- c. Give immediate notice to the **common carrier** or bailee who is or may be liable for the **loss** or damage; and
- d. Notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**Claim Forms:** **We** will send the claimant Proof of Loss forms within fifteen (15) days after **we** receive notice. If the claimant does not receive the Proof of Loss forms within fifteen (15) days after submitting notice, he or she can send **us** a detailed written report of the claim and the extension of the **loss**. **We** will accept this report as Proof of Loss if sent within the time fixed below for filing Proof of Loss.

**Proof of Loss:** The claim forms must be sent back to **us** or **our** designated representative no more than ninety (90) days after a covered **loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this **policy** must be submitted to **us** or **our** designated representative no later than one year after the date of **loss** or as soon as reasonably possible. All claims require **you** to provide **us** or **our** designated representative with the following:

- a. The benefit-specific documentation shown below; and
- b. A **covered trip** invoice, itinerary or **confirmation** showing details of the **covered trip** (dates of travel, **destination**, etc.); and
- c. Any other information reasonably required to prove the **loss**.

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

**Resolving Disputes:** If **you** disagree with **our** decision about a claim, **you** can request to go to arbitration-

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

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all **losses** and all benefits. Unless otherwise shown below, these exclusions apply to **you, your traveling companion, family member, host at destination, business partner, pet and service animal**. This **policy** does not cover any **loss** for, caused by or resulting from:

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, or your family member, or traveling companion or business partner** while sane or insane;
- b. War (whether declared or not) or act of war, participation in a **civil disorder**, riot, insurrection or unrest (unless specifically covered herein);
- c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms;
- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed; or
- f. Intoxication above the legal limit at **your** location at the time of **loss**; or
- g. Commission or the attempt to commit a criminal act by **you, your traveling companion, or your family member**, whether insured or not;
- h. The following activities are excluded:
  1. Participation in professional athletic events, motor sport, or motor racing, including training or practice for the same; sky diving, parachuting, hang gliding, bungee cord jumping, heliskiing, spelunking; parkour;
  2. Mountain climbing over fifteen thousand (15,000) feet that requires the use of equipment such as pick-axes; anchors; bolts; crampons; carabineers; and lead or top-rope anchoring or other specialized equipment;
  3. Operating or learning to operate any aircraft, as student, pilot, or crew;
  4. Air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
  5. Participation in underwater activities such as scuba diving if depth exceeds forty (40) meters or one hundred thirty-one (131) feet or more);
- i. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- j. Any treatment or medication which, at the time of departure, is required to be continued during the **covered trip**;
- k. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- l. Traveling for the purpose of securing medical treatment;
- m. 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;
- n. 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;

- o. Accidental ***injury*** or ***sickness*** when traveling against the advice of a ***physician***;
- p. Care or treatment which is not ***medically necessary***, except for related reconstructive surgery resulting from trauma, infection or disease;
- q. Any ***loss***, condition, or event that was known, foreseeable, intended, or expected when ***your policy*** was purchased;
- r. Any failure of a provider of travel related services (including any ***travel supplier***) to provide the bargained-for travel services or to refund money due ***you***;
- s. ***Your*** participation in ***civil disorder***, riot or a felony;
- t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Cancellation coverage or Trip Interruption coverage;
- u. ***Pandemic*** or ***epidemic***;
- v. ***Your*** failure to derive pleasure in, or benefit from, or profit from ***your covered trip***.
- w. Payments made for this ***policy*** and any other insurance;
- x. ***Travel supplier*** restrictions on any ***baggage***, including medical supplies and equipment;
- y. If ***your tickets*** do not contain specific travel dates (open ***tickets***); or
- z. A diagnosed ***sickness*** from which no recovery is expected and which only palliative treatment is provided and which carries a prognosis of death within six (6) months of ***your effective date***.
- aa. Any loss or expense incurred as the result of a ***pre-existing medical condition***.

#### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

***We*** will waive the ***pre-existing medical condition*** exclusion if the following conditions are met:

- a. This plan is purchased within fifteen (15) days of ***initial trip payment***;
- b. The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the ***trip*** at the time of purchase and the costs of any subsequent arrangements added to the same ***trip*** are insured within fifteen (15) days of ***initial trip payment*** for any subsequent ***trip*** arrangements;
- c. All ***insureds*** are medically able to travel when this plan cost is paid; and
- d. The ***trip cost*** does not exceed \$20,000, per person.

This coverage will be terminated and no benefits will be paid under this ***Pre-existing Medical Condition*** Exclusion Waiver coverage if the full costs of all ***prepaid***, non-refundable ***trip*** arrangements are not insured.

## SPINNAKER INSURANCE COMPANY

## ALABAMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION II. GENERAL PROVISIONS**, the **Legal Action** and **Concealment or Fraud** provisions are replaced by the following:

**Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of six (6) years after the time written proof of loss is required to be furnished.

**Concealment or Fraud:** No misrepresentations or warranty made by **you** or on **your** behalf in the negotiation or application of this **policy** will defeat or void the **policy** or affect **our** obligation under the **policy** unless such misrepresentation or warranty:

- a. was fraudulent;
- b. was material either to the acceptance of the risk or to the hazard assumed by **us**; or
- c. if **we** in good faith would either not have issued the **policy**, or would not have issued a **policy** at the premium rate as applied for, or would not have issued a **policy** in as large an amount or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to **us** as required either by the application for the policy or otherwise.

- II. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators, Payment of Arbitration Fees and Costs, Location, and Entry of Arbitration Award** provisions are replaced by the following:

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

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## ARIZONA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after *we* or *our* designated representative receive and verify the completeness of all required documentation of the *loss*.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to *us* and *we* have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. *You* must present acceptable proof of *loss* and the value involved to *us*.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. The following is added to the Policy Cover Page:

The **policy** is excess of all other valid and collectible insurance or indemnity.

II. The **FREE LOOK PERIOD** is replaced by the following:

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days after the date of delivery of **your policy** by electronic means or fifteen (15) days after the date of delivery of **your policy** by postal mail to review **your policy**. If, during this free look period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this free look period, **your** premium is non-refundable.

III. **SECTION I. DEFINITIONS**, the definition of **pre-existing medical condition** is replaced by the following: **Pre-existing medical condition** means an **injury, sickness, death or other condition of you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, for which medical advice, diagnosis, care or treatment was recommended by or received from a **physician** within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan.

IV. **SECTION II. GENERAL PROVISIONS**, the **Legal Action** and **Arbitration** provisions are replaced by the following:

**Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of five (5) years after the time written proof of loss is required to be furnished.

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

V. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

**We** are not entitled to recovery until **you** have been fully compensated for the loss sustained.



- VI. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Subrogation and Right of Recovery**:

**We** are not entitled to recovery until you have been fully compensated for the loss sustained.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## DISTRICT OF COLUMBIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. The following is added to page 1 of the Policy:

**THIS IS A LIMITED BENEFIT POLICY. PLEASE READ CAREFULLY.**

- II. **SECTION I. DEFINITIONS**, the definitions of *Domestic partner*, *Medically necessary* and *Terrorist incident* are replaced by the following:

**Domestic partner** an unmarried same or opposite sex adult who resides with *you* and has registered in a state or local domestic partner registry with *you*.

**Medically necessary** means a treatment, service, or supply:

- a. Is essential for diagnosis, treatment or care of the *accidental injury* or *sickness* 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 his or her care, supervision or order.

The fact that a physician may prescribe, authorize or direct a service does not of itself make it medically necessary.

**Terrorist Act** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States:

- a. to be an act of terrorism;
- b. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- c. to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and
- d. to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- III. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

**Arbitration:** Upon mutual agreement, *we* and one or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to non-binding arbitration, which may be a forum for the resolution of disputes under or in connection with this *policy*, upon the written request of any party. The laws and procedures of the District of Columbia for arbitration shall apply. In areas not addressed by the District of Columbia laws and procedures, the Commercial Arbitration Rules of the American Arbitration Association shall apply.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## GEORGIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. The **FREE LOOK PERIOD** is replaced by the following:

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days to review **your policy**. If, during this ten (10)-day period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated.

After this ten (10) day free look, the payment for this **policy** will be refunded on a pro-rata basis provided **you** have not filed a claim or started a **covered trip**.

II. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is replaced by the following:

**Domestic partner** means a person of the same or opposite sex, at least eighteen (18) years of age, with whom **you** have shared a single residence with evidence of cohabitation for at least the previous six (6) continuous months prior to the execution of the affidavit of domestic partnership.

III. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** provisions is replaced by the following:

**Excess Insurance Limitation:** The insurance provided by this **policy** for all coverages shall participate on a pro-rata basis with all other valid and collectible insurance or indemnity.

IV. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators, Payment of Arbitration and Costs, Location, and Entry of Arbitration Award** provisions are deleted.

V. The following is added to **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE PERIOD, ANNUAL PLAN COVERAGE DETAILS**:

In the event **you** cancel **your policy** prior to the end of the policy term, any unearned premium will be refunded to **you** on a pro rata basis.

VI. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Other Insurance with Us and Resolving Disputes** are replaced by the following:

**Other Insurance with Us:** **You** may be covered under only one (1) travel **policy** with **us** for each **covered trip**. If **you** are covered under more than one (1) 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. For the policy that is not to remain in effect, **we** will refund the premiums paid for the duplicate coverage, less claims paid, and the duplicate coverage will be cancelled. The claim will be paid by the **policy** that is to remain in effect.

The following provisions apply to Baggage/**personal effects**, Baggage/**personal effects** – Sports Equipment Only, and Baggage Delay coverages:

**Resolving Disputes:** If **you** disagree with **our** decision about a claim, **you** can request a claims review.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## HAWAII AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

**Arbitration:** *We* and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

II. **SECTION V. CLAIMS PROCEDURES AND PAYMENTS**, the **Payment of Claims: When Paid**, and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid as soon as *we* or *our* designated representative receive and verify the completeness of all required documentation of the **loss**. Claims will be paid within thirty (30) days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to *us* and *we* have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. *You* must present acceptable proof of **loss** and the value involved to *us*. Claims will be paid within thirty (30) days after affirmation of liability, if the amount of the claim has been determined and is not in dispute.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## KANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. The following is added to the Policy Cover Page:

**THIS IS A LIMITED POLICY – PLEASE READ IT CAREFULLY.**

II. The **FREE LOOK PERIOD** is replaced by the following:

Since *your* satisfaction is *our* priority, *we* are pleased to give *you* ten (10) days after delivery to review *your policy*. If, during this ten (10)-day period, *you* are not completely satisfied for any reason, *you* may cancel *your policy* and receive a full refund. Please note that this refund is only available if the *covered trip* has not started and if a claim has not been initiated. After this ten (10)-day period, *your* premium is non-refundable.

III. **SECTION I. DEFINITIONS**, the definitions of *actual cash value*, *family member*, *reasonable and customary* or *reasonable and customary charges* and *spouse* are replaced by the following:

**Actual cash value** means the amount which it would cost to repair or replace damaged property with material of like kind and quality, less allowance for physical deterioration and depreciation.

**Family member** means *your* or *your traveling companion's*:

- a. Spouse or civil union partner;
- b. **Child**;
- c. Siblings;
- d. Parents;
- e. Grandparent, step-grandparent, grandchild, or step-grandchild;
- f. Step-child, step-sibling, or step-parent;
- g. Step-aunt or step-uncle;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew;
- m. Legal guardian;
- n. **Caregiver**;
- o. Ward or legal ward; or
- p. Spouse or civil union partner of any of the above.

**Family member** also includes these relations to *your* or *your traveling companion's* spouse.

**Reasonable and customary** or **reasonable and customary charges** means an expense which:

- a. Is charged for treatment, supplies, or medical services **medically necessary** to treat **your** 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
- c. Does not include charges that would not have been made if no insurance existed. In no event will the **reasonable and customary charges** exceed the actual amount charged.

**Reasonable and customary** or **reasonable and customary charges** are collected and developed by Broadspire Services, Inc. from a statistically valid sample which:

- a. Equitably recognizes geographic variations;
- b. Is produced at least every six (6) months; and
- c. Is collected on the basis of the most current codes and nomenclature developed and maintained by recognized authorities.

**Spouse** means **your** legal spouse or civil union partner.

IV. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is deleted.

V. **SECTION II. GENERAL PROVISIONS**, the **Legal Action, Insurance with Other Insurers, Concealment or Fraud** and **Arbitration** provisions are replaced by the following:

**Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of five (5) years after the time written proof of loss is required to be furnished.

**Insurance With Other Insurers:** If there is other valid coverage with another insurer that provides coverage for the same **loss**, **we** will pay only the proportion of the **loss** that **our** limit for that **loss** bears to the total limit of all insurance covering that **loss**, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined. The provisions of this paragraph shall not apply to any individual policy of accident and sickness insurance as defined in K.S.A. 40-2201, and amendments thereto.

**Concealment or Fraud:** **Your** coverage shall be void if, whether before or after a loss, you commit fraud: For the purpose of this provision, fraud means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**Arbitration:** After a dispute has arisen, an appraisal or arbitration may take place if **you** and **we** fail to agree on the amount of the loss. However, an appraisal or arbitration will take place only if both **you** and **we** agree, voluntarily, to have the loss appraised or arbitrated.

VI. The following provisions are added to **SECTION II. GENERAL PROVISIONS**:

**Cancellation by you:** *You* may cancel this **policy** at any time by written notice delivered or mailed to *us*, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or *your* death, *we* will promptly return the unearned portion of any premium paid. The earned premium shall be computed on a pro rata basis. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

**Time Limit on Certain Defenses.**

- a. After two (2) years from the date of issue of this **policy**, no misstatements, except fraudulent misstatement, made by the applicant in the application for this **policy** shall be used to void the **policy** or to deny a claim for loss incurred after the expiration of such two (2) year period.
- b. No claim for loss incurred after one hundred eighty (180) days from the date of issue of this **policy** shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss has existed within one hundred eighty (180) days prior to the effective date of this **policy**.

VII. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** provision is deleted.

VIII. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

This section does not apply to covered expenses for Medical, Surgical, Hospital or Dental treatment or Repatriation of Remains.

IX. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Payment of Claims: When Paid and Proof of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** *We*, or *our* designated representative, will pay the claim within thirty (30) days after receipt of acceptable proof of **loss**. For Medical, Surgical, Hospital, or Dental treatment and Reparation of Remains, all benefits payable under this **policy** will be paid immediately upon *our* receipt of due written proof of **loss**.

**Proof of Loss:**

The claim forms must be sent back to *us* or *our* designated representative no more than ninety (90) days after a covered **loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. All claims under this **policy** must be submitted to *us* or *our* designated representative no later than one year after the date of **loss** or as soon as reasonably possible. All claims require *you* to provide *us* or *our* designated representative with the following:

- a. The benefit-specific documentation shown below; and
- b. A **covered trip** invoice, itinerary or **confirmation** showing details of the **covered trip** (dates of travel, **destination**, etc.); and
- c. Any other information reasonably required to prove the **loss**.

X. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Settlement of Loss** and the **Payment of Claims: When Paid** provisions applicable to Accidental Rental Damage are deleted.



- XI. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Subrogation and Right of Recovery**:

In the event of errors related to ***your*** coverage, ***we*** have the right to correct benefit payments that are made in error. ***You*** and/or ***your*** providers have the responsibility to return any overpayments to ***us***. We ***have*** the responsibility to make additional payments if any underpayments have been made.

This section does not apply to covered expenses for Medical, Surgical, Hospital or Dental treatment or Repatriation of Remains.

- XII. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions K. is replaced by the following:

k. ***Normal pregnancy or childbirth***, or elective abortion. However, ***unforeseen complications of pregnancy*** are not excluded. Pregnancy and childbirth coverage will be provided for an additional required premium as a rider upon request;

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## KENTUCKY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators, Payment of Arbitration and Costs, Location, and Entry of Arbitration Award** provisions are deleted.
- II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid, Settlement of Loss** and **Resolving Disputes** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

**Resolving Disputes:** If **you** disagree with **our** decision about a claim, **you** can request a claims review.

- III. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Limitation and Exclusion d. is replaced by the following:
  - d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms. This exclusion applies only to Trip Cancellation Coverage, Trip Interruption Coverage, and Emergency Medical/Dental Coverage;

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## LOUISIANA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. **SECTION I. DEFINITIONS**, the definition of *family member* and **spouse** are replaced by the following:

**Family member** means *your* or *your traveling companion's*:

- a. Spouse;
- b. **Child**;
- c. Siblings;
- d. Parents;
- e. Grandparent, step-grandparent, grandchild, or step-grandchild;
- f. Step-child, step-sibling, or step-parent;
- g. Step-aunt or step-uncle;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew;
- m. Legal guardian;
- n. **Caregiver**;
- o. Ward or legal ward; or
- p. Spouse of any of the above.

**Family member** also includes these relations to *your* or *your traveling companion's* spouse .

**Spouse** means *your* legal spouse.

II. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is deleted.

III. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** and **Concealment or Fraud** provisions are replaced by the following:

**Arbitration:** **We** and one or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to voluntary and non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Concealment or Fraud:** **We** do not provide coverage if *you* or someone acting on *your* behalf, has made false statements, intentionally concealed or misrepresented any material fact or circumstance with the intent to deceive when applying for coverage relating to this *policy*. If *you* or someone acting

on **your** behalf, has made false statements, intentionally concealed or misrepresented any material fact or circumstance with the intent to deceive after this **policy** is issued, coverage will be denied. However, if coverage is denied for this reason, **we** will continue to provide coverage for legitimate claims until the cancellation is effective..

IV. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation:**

**We** are not entitled to recovery until **you** have been fully compensated for the loss sustained. **We** will share in the legal expenses incurred

V. **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN COVERAGE ENDS** is replaced by the following:

**WHEN YOUR COVERAGE ENDS.**

Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

- a. The cancellation of **your covered trip**; or
- b. 12:01 A.M. on the day of the **scheduled departure date**.

Post-Departure Benefits

Rental Vehicle Damage coverage will end the earlier of:

- a. The vehicle's return to the rental agency; or
- b. 12:01 A.M. on the day following the **rental return date**.

If **you** extend the **rented vehicle agreement**, **you** must also contact **us** or **our** designated representative on or before the **rental return date** to extend the Rental Vehicle Damage coverage and pay the additional cost due, otherwise this coverage will end on the original **rental return date**.

All other coverages end on the earliest of:

- a. **Your** arrival at the **return destination**, even if this occurs earlier than the **scheduled return date**;
- b. The **scheduled return date**;
- c. **Your** arrival at the **destination** on a one-way **covered trip**; or
- d. The date listed as the **return date** by **you** on the application.

Extension of Coverage – Baggage coverage: Baggage coverage is extended if **your baggage** is in the charge of a **common carrier** and delivery is delayed. This extension will terminate when the **common carrier** delivers the property to **you**, or when the **common carrier** documents the property as lost. This extension does not apply to the Baggage Delay benefits.

VI. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved

to *us*.

VII. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Notice of Loss:**

For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages to covered property shall be automatically denied by *your* inability to provide sufficient proof of loss within the time limits and requirements of this *policy*. The time limit for submission of proof of loss will be not less than one hundred eighty (180) days. The time limit will not commence as long as a declaration of emergency is in existence and civil authorities are denying *you* access to the property.

VIII. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Subrogation and Right of Recovery:**

*We* are not entitled to recovery until *you* have been fully compensated for the loss sustained. *We* will share in the legal expenses incurred.

IX. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions a. e. f., and g. are replaced by the following:

- a. Intentionally self-inflicted *injury*, suicide, or attempted suicide of *you, your family member, or traveling companion* or *business partner* while sane;
- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a *physician* as prescribed. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the loss; or
- f. Intoxication above the legal limit at *your* location at the time of *loss*. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the loss; or
- g. Commission or the attempt to commit a criminal act by *you, your traveling companion, or your family member*, whether insured or not. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in the loss.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## MAINE AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION I. DEFINITIONS**, the definitions of **actual cash value**, **hospital**, **injury or injured**, **medically necessary** and **sickness** are replaced by the following:

**Actual cash value** means replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. For the purpose of this definition, physical depreciation means a value as determined according to standard business practices.

**Hospital** means a facility that:

- e. Is an institution licensed to operate as a hospital pursuant to the laws of the jurisdiction in which it operates;
- f. Is primarily and continuously engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed **physicians**) medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and
- g. Provides twenty-four (24) hour nursing service by or under the supervision of registered nurses (R.N.'s).

A **hospital** does not include:

- a. Convalescent homes or convalescent, rest, or nursing facilities;
- b. Facilities affording primarily custodial, educational, or rehabilitative care;
- c. Facilities for the aged, drug addicts or alcoholics; or
- d. Any military or veteran's hospital, a soldiers' home, or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability for the patient exists for charges made to the individual for the services.

**Injury or injured** means an accidental bodily **injury** sustained by **you** that is the direct cause of the condition for which benefits are provided by this **policy** and that occurs while on a covered **trip**.

**Medically necessary** means a treatment, service, or supply is ordered by a **physician** and performed under his or her care, supervision or order.

**Sickness** means an illness or disease of an **insured**.

- II. **SECTION II. GENERAL PROVISIONS**, the **Arbitration**, **Location** and **Subrogation** provisions are replaced by the following:

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of

such **insured(s)** under this **policy** may be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this **policy**, upon the written request of any party. Local rules of law as to evidence and procedures and the Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Location:** Any arbitration hereunder shall take place in the state and county of residence, unless otherwise mutually agreed upon by the two sides.

**Subrogation:** When someone is responsible for **your loss**, **we** have the right to recover any payments **we** have made to **you** or someone else in relation to **your** claim, as permitted by law. In such case, **we** may require any person receiving payment from **us** to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing **us** to do so. Everyone eligible to receive payment for a claim submitted to **us** must cooperate with this process and must refrain from doing anything that would adversely affect **our** rights to recover payment. **We** will pay a pro rata share of **your** attorney's fees incurred in obtaining recovery from another source.

III. The following is added to **SECTION II. GENERAL PROVISIONS:**

**Post Judgment Interest:** Any post judgment interest for a claim brought against **us** will be paid outside the **policy** limits and in accordance with Maine law.

IV. **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN COVERAGE ENDS**, is replaced by the following:

**WHEN YOUR COVERAGE ENDS.**

Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

- a. The cancellation of **your covered trip**; or
- b. 12:01 A.M. on the day following the **scheduled departure date**.

All other coverages end on the earliest of:

- a. **Your** arrival at the **return destination**, even if this occurs earlier than the **scheduled return date**;
- b. The **scheduled return date**;
- c. **Your** arrival at the **destination** on a one-way **covered trip**; or
- d. The date listed as the **return date** by **you** on the application.

Extension of Coverage – Baggage coverage: Baggage coverage is extended if **your baggage** is in the charge of a **common carrier** and delivery is delayed. This extension will terminate when the **common carrier** delivers the property to **you**, or when the **common carrier** documents the property as lost. This extension does not apply to the Baggage Delay benefits.

**Policy Cancellation:** In Maine, **we** may cancel for the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by or with your knowledge in obtaining the **policy**, continuing the **policy** or in presenting a claim under the **policy**;
- c. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;

- d. Failure to comply with reasonable loss control recommendations; or
  - e. Substantial breach of contractual duties, conditions or warranties;
- However, it is agreed that **we** will only cancel for non-payment of premiums.

V. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid as soon as, but not later than thirty (30) days after, **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid immediately, but not later than thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.



## SPINNAKER INSURANCE COMPANY

## MICHIGAN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. **SECTION I. DEFINITIONS**, the definition of **pre-existing medical condition** is replaced by the following:

**Pre-existing medical condition** means an *injury, sickness*, death or other condition of *you, your traveling companion, family member, host at destination, business partner, pet, or service animal*, for which medical advice, diagnosis, care or treatment was recommended by or received from a *physician* within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan.

II. **SECTION II. GENERAL PROVISIONS**, the **Legal Action, Arbitration, and Location** provisions are replaced by the following:

**Legal Action:** No legal action for a claim or inequity can be brought against *us* until sixty (60) days after *we* receive Proof of Loss as required by this *policy*. No action may be brought against *us* after the expiration of six (6) years after the time written proof of loss is required to be furnished.

**Arbitration:** Upon mutual agreement, *We* and one or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Location:** Any arbitration hereunder shall take place in the state and county in which the *insured* resides, unless otherwise mutually agreed upon by the two sides.

III. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** provision is deleted.

IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENTS**, the **Payment of Claims: When Paid, and Notice of Claim, and Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid as soon as *we* or *our* designated representative receive and verify the completeness of all required documentation of the *loss*. All benefits will be paid within sixty (60) days after receipt of acceptable proof of loss.

**Notice of Claim:** *You* or someone acting on your behalf must contact *our* administrator listed on *your policy*, within twenty (20) days, or as soon as reasonably possible. *You* should be prepared to describe details regarding the *loss* and *your covered trip*. *Our* administrator will provide a claim form to *you* for completion and signature. Failure to furnish notice within such time will not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice during that time and the notice was given as soon as reasonably possible.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**. All benefits will be paid within sixty (60) days after receipt of acceptable proof of loss.

V. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions a. e. f., and g. are replaced by the following:

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, your family member, or traveling companion or business partner** while sane;
- e. Being under the influence of drugs or substances, unless administered upon the advice of a **physician** and taken as prescribed, during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity, that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in loss; or
- f. Being under the influence of intoxication during the commission of or attempted commission of a felony, or while engaged in an illegal occupation or other willful criminal activity that resulted in a conviction by a court or other adjudicatory body. This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in loss; or
- g. Conviction by a court or other adjudicatory body of the commission or the attempt to commit a criminal act that resulted in loss by **you, your traveling companion, or your family member**, whether insured or not, This exclusion will not apply to deny payment to an innocent coinsured who is not convicted of the criminal act that resulted in loss.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## MISSISSIPPI AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

**SECTION II. GENERAL PROVISIONS**, the **Physical Examination and Autopsy, Arbitration, Selection of Arbitrators, Payment of Arbitration Fees and Costs, Location and Entry of Arbitration Award** provisions are replaced by the following:

**Physical Examinations:** *We* have the right to have *you* medically examined as reasonably necessary to make a decision about *your* medical claim. *We* will cover the cost of these medical examinations.

**ARBITRATION:** UPON MUTUAL AGREEMENT, *WE* AND ONE OR MORE *INSURED(S)* WITH RESPECT TO THE RIGHTS OF SUCH *INSURED(S)* UNDER THIS *POLICY* SHALL BE SUBMITTED TO BINDING ARBITRATION, WHICH SHALL BE THE SOLE FORUM FOR THE RESOLUTION OF DISPUTES UNDER OR IN CONNECTION WITH THIS *POLICY*, UPON THE WRITTEN REQUEST OF ANY PARTY. THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION SHALL APPLY, EXCEPT WITH RESPECT TO THE SELECTION OF ARBITRATORS, THE PAYMENT OF ARBITRATION FEES AND COSTS, THE LOCATION AND THE ENTRY OF THE ARBITRATION AWARD.

**SELECTION OF ARBITRATORS:** ONE ARBITRATOR SHALL BE CHOSEN BY ONE SIDE AND ANOTHER ARBITRATOR BY THE OTHER SIDE, AND A THIRD ARBITRATOR SHALL BE CHOSEN BY THE FIRST TWO ARBITRATORS BEFORE THEY ENTER INTO ARBITRATION. ALL ARBITRATORS SHALL BE DISINTERESTED.

**PAYMENT OF ARBITRATION FEES AND COSTS:** EACH SIDE SHALL PAY THE FEE OF ITS CHOSEN ARBITRATOR AND HALF THE FEE OF THE THIRD ARBITRATOR. THE REMAINING COSTS OF THE ARBITRATION, INCLUDING LEGAL FEES AND DISBURSEMENTS, SHALL BE PAID AS THE WRITTEN DECISION OF THE ARBITRATORS DIRECTS, WITH IT BEING EXPRESSLY UNDERSTOOD THAT THE INTENTION IS TO FAVOR REIMBURSEMENT OF SUCH FEES AND EXPENSES TO *YOU* THAT HAS BROUGHT A MERITORIOUS DISPUTE. THE FEES TO BE BORNE BY A SIDE CONSISTING OF MORE THAN ONE PARTY SHALL BE DIVIDED EQUALLY AMONG SUCH PARTIES.

**LOCATION:** ANY ARBITRATION HEREUNDER SHALL TAKE PLACE IN THE STATE OF RESIDENCE, UNLESS OTHERWISE MUTUALLY AGREED UPON BY THE TWO SIDES.

**ENTRY OF ARBITRATION AWARD: JUDGMENT UPON AN ARBITRATION AWARD  
HEREUNDER MAY BE ENTERED IN, AND ENFORCED BY, ANY COURT OF COMPETENT  
JURISDICTION.**

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NORTH CAROLINA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

1. **SECTION I. DEFINITIONS**, the definition of **pre-existing medical condition** is replaced by the following:

**Pre-existing medical condition** means a condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

- a. Which diagnosis, care or treatment was recommended by or received from a **physician**, or
- b. Required a change in prescribed medication.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

2. The following is added to **SECTION I. DEFINITIONS, hospital**:

**Hospital** also includes a tax-supported institution, even if the facility does not have an operating room and related equipment for the performance of surgery.

3. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** and **Location** provisions are replaced by the following:

**Arbitration:** **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Location:** Any arbitration hereunder shall take place in the county and state of residence, unless otherwise mutually agreed upon by the two sides.

4. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

The right to Subrogation does not apply to Travel Medical Expense, Emergency Evacuation and Repatriation of Remains, and Accidental Death and Dismemberment benefits.

5. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Proof of Loss** provision is replaced by the following:

**Proof of Loss (for all other coverages):**

The claim forms must be sent back to **us** or **our** designated representative no more than ninety (90) days after a covered **loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this **policy** must be submitted to **us** or **our** designated representative no later than one year after the date of **loss** or as soon as reasonably possible. All claims require **you** to provide **us** or **our** designated representative with the following:

- a. The benefit-specific documentation shown below; and
  - b. A **covered trip** invoice, itinerary or **confirmation** showing details of the **covered trip** (dates of travel, **destination**, etc.); and
  - c. Any other information reasonably required to prove the **loss**.
6. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Subrogation and Right of Recovery**:

The right to Subrogation does not apply to Travel Medical Expense, Emergency Evacuation and Repatriation of Remains, and Accidental Death and Dismemberment benefits.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NORTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION I. DEFINITIONS**, the definitions of **pre-existing condition** is replaced by the following:

**Pre-existing medical condition** means a disease or physical condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, for which medical advice, diagnosis, care or treatment was recommended by or received from a **physician** within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan.

- II. The following is added to **SECTION II. GENERAL PROVISIONS**:

The insurance provided by this **policy** for Accidental Death and Dismemberment and Travel Medical Expense will be paid on a **primary** basis.

- III. **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN COVERAGE ENDS** is replaced by the following:

**WHEN YOUR COVERAGE ENDS.**

## Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

- The cancellation of **your covered trip**; or
- 12:01 A.M. on the day of the **scheduled departure date**.

## Post-Departure Benefits

Rental Vehicle Damage coverage will end the earlier of:

- The vehicle's return to the rental agency; or
- 12:01 A.M. on the day following the **rental return date**.

If **you** extend the **rented vehicle agreement**, **you** must also contact **us** or **our** designated representative on or before the **rental return date** to extend the Rental Vehicle Damage coverage and pay the additional cost due, otherwise this coverage will end on the original **rental return date**.

All other coverages end on the earliest of:

- Your** arrival at the **return destination**, even if this occurs earlier than the **scheduled return date**;
- The **scheduled return date**;
- Your** arrival at the **destination** on a one-way **covered trip**; or
- The date listed as the **return date** by **you** on the application.

Extension of Coverage – Baggage coverage: Baggage coverage is extended if **your baggage** is in the charge of a **common carrier** and delivery is delayed. This extension will terminate when the **common**

**carrier** delivers the property to **you**, or when the **common carrier** documents the property as lost. This extension does not apply to the Baggage Delay benefits.

IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid, and Notice of Claim and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid as soon as **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**. Prejudgment interest assessed as a result of a legal action brought against **us** will be paid outside the **policy** limits.

**Notice of Claim:** **You** or someone acting on your behalf must contact **our** administrator listed on **your policy**, within twenty (20) days, or as soon as reasonably possible. **You** should be prepared to describe details regarding the **loss** and **your covered trip**. **Our** administrator will provide a claim form to **you** for completion and signature. Failure to give notice within such time does not invalidate nor reduce any claim if it was not reasonably possible to give notice during that time, and notice was given as soon as reasonably possible.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**. Prejudgment interest assessed as a result of a legal action brought against **us** will be paid outside the **policy** limits.

All other provisions of the Policy apply.



## SPINNAKER INSURANCE COMPANY

## NEW JERSEY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. **SECTION I. DEFINITIONS**, the definitions of *Child(ren)* and *Domestic partner* are replaced by the following:

*Child(ren)* means *your children*, including an unmarried *child*, stepchild, *child* of a *civil union* partner, legally adopted *child* or foster *child* who is:

- a. Under the age of eighteen (18) and primarily dependent on *you* for support and maintenance; or
- b. Who is at least eighteen (18) but less than age twenty-four (24) and who regularly attends an institution of higher learning/an accredited school or college; and who is primarily dependent on *you* for support and maintenance.

*Domestic partner* means a partnership which shall be established in New Jersey when:

- (a) both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  1. a joint deed, mortgage agreement or lease;
  2. a joint bank account;
  3. designation of one of the persons as a primary beneficiary in the other person's will;
  4. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  5. joint ownership of a motor vehicle;
- (b) both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- (c) neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- (d) neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- (e) both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition;
- (f) both persons have chosen to share each other's lives in a committed relationship of mutual caring;
- (g) both persons are at least 18 years of age;
- (h) both persons file jointly an Affidavit of Domestic Partnership; and
- (i) neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with

(j) New Jersey requirements.

II. The following is added to **SECTION I. DEFINITIONS**:

**Civil union** is a legally recognized union of two individuals of the same sex.

III. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NEW MEXICO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. **SECTION I. DEFINITIONS**, the definition of **physician** is replaced by the following:

**Physician** means a licensed practitioner of the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating **physician** cannot be **you, your traveling companion, a family member, or a business partner**.

II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid** and **Settlement of Loss** are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within forty-five (45) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within forty-five (45) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## NEVADA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION I. DEFINITIONS**, the definitions of *domestic partner* and *pre-existing medical condition* are replaced by the following:

*Domestic partner* means a person who has registered a valid domestic partnership and has not terminated that domestic partnership. To be eligible to register a domestic partnership, two persons must furnish proof satisfactory to the Nevada Secretary of State that:

- a. both persons have a common residence;
- b. neither person is married or a member of another domestic partnership;
- c. the two persons are not related by blood in a way that would prevent them from being married to each other in Nevada;
- d. both persons are at least eighteen (18) years of age; and
- e. both persons are competent to consent to the domestic partnership.

*Pre-existing medical condition* means an *injury, sickness*, death or other condition of *you, your traveling companion, family member, host at destination, business partner, pet, or service animal*, to which the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan: medical advice, diagnosis, care, or treatment was recommended by or received from a *physician*.

- II. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

**Arbitration:** Upon mutual agreement, *we* and one or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be submitted to non-binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this *policy*, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

- III. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

*We* are not entitled to recovery until *you* have been fully compensated for the loss sustained.

- IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Payment of Claims: When Paid**, and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid immediately after *we* or *our* designated representative receive and verify the completeness of all required documentation of the *loss*.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within 30 days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

- V. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Subrogation and Right of Recovery:**

**We** are not entitled to recovery until **you** have been fully compensated for the loss sustained.

- VI. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion g. is replaced by the following:

g. Commission or the attempt to commit a criminal act by **you, your traveling companion, or your family member**, whether insured or not. This exclusion will not apply to deny payment to a victim of domestic violence, or an innocent coinsured who is not convicted of the criminal act that resulted in loss;

- VII. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions e. and f. are deleted.

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY****OHIO AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** are revised to include:

*We* will pay any portion of a claim that is not in dispute within ten (10) days after receipt of proof of loss if the amount of the claim is determined, unless the settlement involves a structured settlement, action by a probate court, or other extraordinary circumstances as documented in the claim file.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## OKLAHOMA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. The following is added to the Policy Cover Page:

**WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

II. The **FREE LOOK PERIOD** is replaced by the following:

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days from the later of 1) the date of purchase of **your policy**, or 2) the delivery of **your policy's** fulfillment materials, to review **your policy**. If, during this ten (10)-day period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this ten (10)-day period, **your** premium is non-refundable.

III. **SECTION I. DEFINITIONS**, the definition of **domestic partner** is replaced by the following:

**Domestic partner** means a person of the opposite sex not related by blood, who is at least eighteen (18) years of age, with whom **you** have been living in a spousal relationship with evidence of cohabitation for at least ten (10) continuous months prior to the **effective date** of coverage.

IV. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** and **Location** provisions are replaced by the following:

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Location:** Any arbitration hereunder shall take place in the state and county of residence, unless otherwise mutually agreed upon by the two sides.

V. **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN COVERAGE ENDS**, is replaced by the following:

**WHEN YOUR COVERAGE ENDS.**

Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

- a. The cancellation of **your covered trip**; or
- b. 12:01 A.M. on the day of the **scheduled departure date**.

All other coverages end on the earliest of:

- a. **Your** arrival at the **return destination**, even if this occurs earlier than the **scheduled return date**;
- b. The **scheduled return date**;
- c. **Your** arrival at the **destination** on a one-way **covered trip**; or
- d. The date listed as the **return date** by **you** on the application.

Extension of Coverage – Baggage coverage: Baggage coverage is extended if **your baggage** is in the charge of a **common carrier** and delivery is delayed. This extension will terminate when the **common carrier** delivers the property to **you**, or when the **common carrier** documents the property as lost. This extension does not apply to the Baggage Delay benefits.

IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Payment of Claims: When Paid and Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid as soon as **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**. **We** will advise **you** within forty-five (45) days of the acceptance or denial of the claim or if further investigation is needed. If **we** deny **your** claim, **we** will notify **you**, in writing, the reason for the denial. An additional twenty (20) days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**. **We** will advise **you** within forty-five (45) days of the acceptance or denial of the claim or if further investigation is needed. If **we** deny **your** claim, **we** will notify **you**, in writing, the reason for the denial. An additional twenty (20) days will be added if there is a weather-related catastrophe or a major national disaster that is declared by the Governor of Oklahoma.

All other provisions of the Policy apply.



## SPINNAKER INSURANCE COMPANY

## PENNSYLVANIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

1. **SECTION I. DEFINITIONS**, the definitions of **hospital** and **pre-existing medical condition** are replaced by the following:

**Hospital** means an institution that:

- a. Is operated pursuant to law which is licensed or approved as a hospital by the responsible state agency;
- b. Is primarily engaged in providing medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and
- c. Provides twenty-four (24) hour nursing service by or under the supervision of registered graduate professional nurses (R.N.'s).

A **hospital** does not include:

- a. A convalescent home, convalescent, rest or nursing facility;
- b. A facility primarily for the aged, drug or alcoholic rehabilitation, and those primarily affording custodial or educational care; or
- c. Any military or veteran's hospital or soldiers' home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Pre-existing medical condition** means a condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

- a. Symptoms existed that would have prompted an ordinarily prudent person to seek diagnosis, care or treatment, or;
- b. Medical advice or treatment was recommended by or received from a **physician**; or
- c. Required a change in prescribed medication.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

2. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Proof of Loss**:

Within fifteen (15) days of receipt of satisfactory proof of loss, **we** will advise the claimant of the acceptance or denial of the claim. **We** will not deny a claim on the grounds of a specific **policy** provision, condition or exclusion unless reference to the provision, condition or exclusion is included in the denial. The denial will be given to the claimant in writing and the claim file of the claimant will contain a copy of the denial. If **we** need more time to determine whether the claim should be accepted or denied, **we** will notify the claimant within fifteen (15) working days after receipt of the proofs of loss giving the reasons more time is needed. If the investigation remains incomplete, **we** will, thirty (30) days from the date of the initial notification and every forty-five (45) days thereafter, send to the claimant a letter setting forth the reasons additional time is needed for investigation and state when a decision on the claim may be expected.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## SOUTH DAKOTA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION I. DEFINITIONS**, the definitions of **domestic partner** are replaced by the following:

**Domestic partner** means, where permitted by law, a person, at least eighteen (18) years of age, with whom **you** have been living in a spousal relationship with evidence of cohabitation for at least ten (10) continuous months prior to the **effective date** of coverage.

- II. **SECTION II. GENERAL PROVISIONS**, the **Legal Action** and **Arbitration** provisions are replaced by the following:

**Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of six (6) years after the time written proof of loss is required to be furnished.

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this **policy**, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

- III. **SECTION II. GENERAL PROVISIONS**, **Excess Insurance Limitation** is deleted.

- IV. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions e. and f. are deleted.

- V. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion g. is replaced by the following:

- g. Commission of a felony by **you, your traveling companion, or your family member**, whether insured or not;

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## UTAH AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION I. DEFINITIONS**, the definitions of ***accident, complications of pregnancy, felonious assault, hospital, injury or injured, loss, medically necessary, mental, nervous or psychological disorder, physician, and pre-existing medical condition*** are replaced by the following:

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

***Complications of pregnancy*** means diseases or conditions the diagnosis of which are distinct from pregnancy but are adversely affected by pregnancy and are not associated with a normal pregnancy. These conditions include:

- a. Acute nephritis;
- b. Nephrosis;
- c. Cardiac decompensation;
- d. Puerperal infection;
- e. Eclampsia and pre-eclampsia;
- f. Ectopic pregnancy which is terminated;
- g. Spontaneous termination of pregnancy when a viable birth is not possible; and
- h. Toxemia.

***Complications of pregnancy*** does not include false labor, occasional spotting, doctor prescribed rest during the period of pregnancy, morning sickness, and conditions of comparable severity associated with management of a difficult pregnancy.

***Felonious assault*** means an act of violence against ***you*** or ***your traveling companion*** requiring medical treatment and substantiated by a police report.

***Hospital*** means a facility that is licensed and operating within the scope of such license.

***Injury or injured*** means an accidental bodily ***injury*** that is the direct cause of the condition for which benefits are provided, independent of disease or bodily infirmity or any other causes and that occurs while this ***policy*** is in force.

***Loss*** means an ***injury*** or ***unforeseen*** event or incident (subject to the exceptions contained in the following sentences) sustained by ***you*** as a direct result of one or more of the events against which ***we*** have undertaken to compensate ***you***. ***Loss*** does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. ***Loss*** also does not include any form of consequential or incidental damages or ***injury***.

**Medically necessary** means:

- a. health care services or products that a prudent health care professional would provide to a patient for the purpose of preventing, diagnosing or treating a **sickness, injury**, disease or its symptoms in a manner that is:
  - (i) in accordance with generally accepted standards of medical practice in the United States;
  - (ii) clinically appropriate in terms of type, frequency, extent, site, and duration;
  - (iii) not primarily for the convenience of the patient, **physician**, or other health care provider; and
  - (iv) covered under the contract;
- b. when a medical question-of-fact exists, medical necessity shall include the most appropriate available supply or level of service for the individual in question, considering potential benefits and harms to the individual, and known to be effective.
  - (i) For interventions not yet in widespread use, the effectiveness shall be based on scientific evidence.
  - (ii) For established interventions, the effectiveness shall be based on: (1) scientific evidence; (2) professional standards; and (3) expert opinion.

**Mental, nervous or psychological disorder** means neurosis, psychoneurosis, psychosis, or any other mental or emotional disease or disorder which does not have a demonstrable organic cause.

**Physician** means a duly licensed practitioner of the healing arts acting within the scope of his/her license. The treating **physician** cannot be **you, your traveling companion, a family member, or a business partner**.

**Pre-existing medical condition** means an **injury, sickness**, death or other condition of **you, your traveling companion, family member, host at destination, business partner, pet, or service animal**, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan:

- a. Symptoms existed which would cause an ordinarily prudent person to seek diagnosis, care or treatment, or;
- b. A condition for which medical advice or treatment was recommended by or received from a **physician**.

Coverage will be provided for a Pre-Existing Condition after the Policy has been in effect for 180 days.

II. **SECTION II. GENERAL PROVISIONS**, the **Arbitration** provision is replaced by the following:

**Arbitration:** **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

III. The following is added to **SECTION II. GENERAL PROVISIONS, Subrogation**:

**We** are not entitled to recovery until **you** have been fully compensated for the loss sustained.

IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Payment of Claims: When Paid, Proof of Loss, Notice of Claim, Benefit to Bailee, Claim Procedures: Notice of Claim and Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Proof of Loss:**

The claim forms must be sent back to **us** or **our** designated representative no more than ninety (90) days after a covered **loss** occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. Failure to give notice or file proof of loss as required herein does not bar recovery under the **policy** if **we** fail to show **we** were prejudiced by the failure. All claims under this **policy** must be submitted to **us** or **our** designated representative no later than one year after the date of **loss** or as soon as reasonably possible. All claims require **you** to provide **us** or **our** designated representative with the following:

- a. The benefit-specific documentation shown below; and
- b. A **covered trip** invoice, itinerary or **confirmation** showing details of the **covered trip** (dates of travel, **destination**, etc.); and
- c. Any other information reasonably required to prove the **loss**.

**Notice of Claim:** **You** or someone acting on your behalf must contact **our** administrator listed on **your policy**, within twenty (20) days, or as soon as reasonably possible. **You** should be prepared to describe details regarding the **loss** and **your covered trip**. **Our** administrator will provide a claim form to **you** for completion and signature. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within such time and notice of claim is provided as soon as reasonably possible.

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

**Claim Procedures: Notice of Claim:** The claim form must be submitted by the participating rental agency to **us** or **our** designated representative within sixty (60) days of discovery of the damage. All original documents received become the property of **us** or **our** designated representative. Failure to give such notice of claim within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within such time and notice of claim is provided as soon as reasonably possible.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

- V. The following is added to **SECTION V. CLAIMS PROCEDURES AND PAYMENT, Subrogation and Right of Recovery**:

**We** are not entitled to recovery until **you** have been fully compensated for the loss sustained.

- VI. **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusions f., g., m. and s. are replaced by the following:

- f. Intoxication above the legal limit at **your** location at the time of **loss** to the extent the illegal activity is the direct cause of the loss; or
- g. Voluntary participation in the commission or the attempt to commit a criminal act by **you, your traveling companion, or your family member**, whether insured or not;
- m. Directly, 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;
- s. **Your** voluntary participation in **civil disorder**, riot or a felony;

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. The **FREE LOOK PERIOD** is replaced by the following:

Since **your** satisfaction is **our** priority, **we** are pleased to give **you** ten (10) days after the date of delivery of **your policy** by electronic means or fifteen (15) days after the date of delivery of **your policy** by postal mail to review **your policy**. If, during this free look period, **you** are not completely satisfied for any reason, **you** may cancel **your policy** and receive a full refund. Please note that this refund is only available if the **covered trip** has not started and if a claim has not been initiated. After this free look period, **your** premium is non-refundable.

II. **SECTION I. DEFINITIONS**, the definition of **family member** and **spouse** are replaced by the following:

**Family member** means **your** or **your traveling companion's**:

- a. Spouse or **domestic partner**;
- b. **Child**;
- c. Siblings;
- d. Parents;
- e. Grandparent, step-grandparent, grandchild, or step-grandchild;
- f. Step-child, step-sibling, or step-parent;
- g. Step-aunt or step-uncle;
- h. Parent-in-law;
- i. Daughter-in-law or son-in-law;
- j. Brother-in-law or sister-in-law;
- k. Aunt or uncle;
- l. Niece or nephew;
- m. Legal guardian;
- n. **Caregiver**;
- o. Ward or legal ward; or
- p. Spouse, or **domestic partner** of any of the above.

**Family member** also includes these relations to **your** or **your traveling companion's** spouse or **domestic partner**.

**Spouse** means **your** legal spouse.

III. **SECTION II. GENERAL PROVISIONS**, the **Arbitration, Selection of Arbitrators** and **Payment of Arbitration Fees and Costs** provisions are replaced by the following:

**Arbitration:** **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this



**policy** shall be submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

IV. **SECTION II. GENERAL PROVISIONS, Excess Insurance Limitation** is deleted.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## WISCONSIN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

I. **SECTION II. GENERAL PROVISIONS**, the **Subrogation** provision is replaced by the following:

**Subrogation:** When someone is responsible for **your loss**, **we** have the right to recover any payments **we** have made to **you** or someone else in relation to **your** claim, as permitted by law. In such case, **we** may require any person receiving payment from **us** to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing **us** to do so. Everyone eligible to receive payment for a claim submitted to **us** must cooperate with this process and must refrain from doing anything that would adversely affect **our** rights to recover payment. **You** must be made whole and fully compensated before **we** can seek reimbursement.

II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid** and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within thirty (30) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## WEST VIRGINIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

**I. SECTION II. GENERAL PROVISIONS, the Payment of Arbitration Fees and Costs, and Location** provisions are replaced by the following:

**Arbitration:** Upon mutual agreement, **we** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this **policy**, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

**Payment of Arbitration Fees and Costs:** If coverage is found to exist, **we** shall pay all arbitrator's fees. Otherwise, each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to **you** that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.

**Location:** Any arbitration hereunder shall take place in the state and county of residence, unless otherwise mutually agreed upon by the two sides.

**II. SECTION V. CLAIMS PROCEDURES AND PAYMENTS, the Payment of Claims: When Paid, and Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid as soon as **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**. All benefits will be paid within 15 working days following the date **you** and **we** reach an agreement on the amount of loss.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**. All benefits will be paid within 15 working days following the date **you** and **we** reach an agreement on the amount of loss.

All other provisions of the Policy apply.

## SPINNAKER INSURANCE COMPANY

## WYOMING AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**TRAVEL INSURANCE POLICY**

This endorsement is made a part of the Policy to which it is attached. This endorsement is subject to all of the provisions and limitations of the Policy. If there is a conflict between the Policy and this endorsement, the terms of the endorsement will govern.

- I. **SECTION II. GENERAL PROVISIONS**, the **Legal Action** and **Arbitration** provisions are replaced by the following:

**Legal Action:** No legal action for a claim or inequity can be brought against **us** until sixty (60) days after **we** receive Proof of Loss as required by this **policy**. No action may be brought against **us** after the expiration of four (4) years after the time written proof of loss is required to be furnished.

**Arbitration:** Upon mutual agreement, **We** and one or more **insured(s)** with respect to the rights of such **insured(s)** under this **policy** shall be submitted to non-binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this **policy**, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

- II. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, **Payment of Claims: When Paid** and **Settlement of Loss** provisions are replaced by the following:

**Payment of Claims: When Paid:** Payable claims will be paid within forty-five (45) days after **we** or **our** designated representative receive and verify the completeness of all required documentation of the **loss**.

**Settlement of Loss:** Claims for damage and/or destruction shall be paid within forty-five (45) days after acceptable proof of the damage and/or destruction is presented to **us** and **we** have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. **You** must present acceptable proof of **loss** and the value involved to **us**.

All other provisions of the Policy apply.

**SPINNAKER INSURANCE COMPANY**

In Witness Whereof, the Spinnaker Insurance Company has caused this policy to be signed by its Chief Executive Officer and Secretary at Bedminster, New Jersey, and countersigned on the declarations page by a duly Authorized Agent of the Company.

A handwritten signature in blue ink, appearing to be 'NS' with a stylized flourish.

Nicholas Scott, Secretary

A handwritten signature in black ink, appearing to be 'David Ingrey'.

David Ingrey, Chief Executive Officer

## Spinnaker Privacy Policy

**Last Updated: October 2023**

This privacy policy applies to Spinnaker Insurance Company, and its subsidiaries, Spinnaker Specialty Insurance Company and Mainsail Insurance Company (collectively, “**Spinnaker**,” “**we**,” “**our**” and “**us**”). This privacy policy applies to information collected offline and information obtained from third parties (collectively “**Services**”).

This privacy policy describes the information we collect about you, how we use this information and the choices you have regarding such use, and other important information regarding our privacy practices. If you have any questions or comments about this privacy policy or the ways in which Spinnaker uses the information we collect about you, please contact us using the information provided in the contact section below.

Please note the Spinnaker Consumer Privacy Notice applies to information that we collect about individuals who seek, apply for, or obtain our insurance products or services for personal, family or household purposes, whether that information comes through our Services or any other means. The information contained in this privacy policy is not intended to amend, replace, contradict, change, or otherwise affect the policies outlined in the Spinnaker Consumer Privacy Notice. Please read the Spinnaker Consumer Privacy Notice for information about your rights with respect to the information collected in connection with seeking, applying for, or obtaining insurance products or services from us. If you are a California consumer, you may find the California Financial Information Privacy Act Notice after our Consumer Privacy Notice.

Before engaging with us, submitting information to us, or buying or using our Services, please review this privacy policy carefully.

You may print or download a pdf version of this privacy policy.

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6. We may retain your information for our business purposes.
7. We may share your information to provide you with our Services.
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10. We may provide links to other companies.
11. We may record calls to our call centers and in-house agents.
12. We encourage caution in posting information publicly.
13. We take measures to protect your personal information.
14. Our Services are not intended for minors.
15. We provide you with additional disclosures relating to various state privacy laws.
16. You may have additional rights under various state privacy laws.
17. Victims of domestic violence may have confidentiality rights.
18. We are based in the United States.
19. We may change this privacy policy.

20. Spinnaker provides you with a Consumer Privacy Notice.
21. Spinnaker provides you with a California Financial Information Privacy Act Notice.
22. You may contact us.

**1. We may collect your information when you use our Services, when you apply for products, or from third parties.**

We may collect information from you in various ways, including the following:

- We collect information you provide us when you use our Services;
- We collect information when you apply for or use our Services; and
- We collect information from third parties, such as our service providers, data providers, or partners.

**2. We may collect information you provide us when you use our Services.**

When you use our Services, we may collect the information you provide us, for example, when you:

- Ask a question;
- Email us or modify your account;
- Conduct transactions;
- Apply for Services;
- Begin or complete a form;
- Modify your coverage;
- Inquire about the status of a claim;
- Contact customer support; and
- Provide feedback or a complaint.

**3. We may collect your information when you apply for or use our Services.**

We may collect information when you apply for or use our Services, including:

- Name, email address, postal address, or residential property address;
- Driver's license number;
- Date of birth;
- Your signature, phone number, and family member information;
- Payment card information, financial account information, or insurance policy information;
- Age, gender, marital status, and veteran or military status;
- Payment history, claims history, property information and records;
- Records of Services requested or purchased;
- Lender information, and information necessary to determine discount qualification and eligibility; and
- Other information you provide to us.

Some forms on our Services may require that you provide certain information to submit the form. You may choose not to provide information in those cases, but this may prevent you from being able to use certain features of our Services.

#### **4. We may collect your personal information from third parties.**

We may collect personal information about you from third parties. In some instances, we may combine the personal information we collect about you from third parties with personal information we collect from you. We also may obtain personal information about you from consumer reporting agencies or insurance support organizations as well as from commercially available sources such as data aggregators and public databases. Depending on your relationship with us, this personal information we collect from third parties may include:

- Name, email address, postal address, or residential property address;
- Information about your property, including its condition; or
- Demographic information.

Additionally, if you purchase insurance through an insurance agent or agency, we may receive personal information from the agent or agency about you, including information listed in Section 3. We may also receive information about you from public databases or third parties from whom we have obtained data, among other sources. We may combine this information with other information we have about you.

#### **5. We may use your information to provide you with our Services.**

We may use your information in a variety of ways, including to:

- Complete an application on your behalf;
- Communicate insurance information to a lender or mortgagor designated by you;
- Service your policy;
- Intake and process claims;
- Respond to your requests, questions, or comments;
- Send billing notices to you and your lender, mortgagor, or lender service company;
- Communicate with you and others;
- Develop new Services;
- Improve our existing Services;
- Address problems and review the usage and operations of our Services or business;
- Improve our Services, content, products, and offerings;
- Protect the security and integrity of our Services and our business, including to detect fraud or illegal activities;
- Enforce our terms of use and other applicable policies;
- Conduct actuarial or research studies;
- Protect and defend our rights and property or the rights of third parties; and
- As otherwise described to you at the point of collection.

#### **6. We may retain your information for our business purposes.**

We may retain and use your information in accordance with our records retention schedule, as required or permitted by law, to comply with our legal obligations, to resolve disputes, and to enforce our agreements. We also retain your information as needed to provide Services to you and while you maintain an account with us.

#### **7. We may share your information to provide you with our Services.**

In addition to sharing your information as described at time of collection, we may share your information with the following persons or entities or in the following circumstances, among others:



- When we have your consent or at your direction;
- To perform or provide the Services you requested;
- With a parent, subsidiary, or affiliate entity within the Spinnaker corporate family, as permitted by law;
- With third parties that play a role in an insurance or other transaction such as insurance companies, payment vendors, inspection companies, loss control companies, claims adjusters and other claims-related companies, contractors, investigators, attorneys and other third parties who provide services relating to your claim or a service that we offer;
- With participating insurance support organizations (information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons), reinsurance companies, and regulators;
- With our authorized agents and brokers who sell or facilitate the sale of our Services;
- With our vendors, as needed to perform their functions for us;
- With third parties to provide you with a product or service, as permitted by law;
- With legal entities, if required by law, or a regulatory authority or at the request of governmental, law enforcement, or regulatory authorities;
- When we believe such sharing is necessary, such as to protect the rights, property, life, security, or safety of Spinnaker or others; and
- In the case of a corporate transaction, such as a merger, acquisition, or divestiture.

#### **8. You can manage your browser cookies.**

Most internet browsers allow you to block, manage, or delete cookies or local storage through the privacy features of your browser. Please refer to the help section of your browser or mobile device for additional information. Your browser may also offer add-ons, plugins, or extensions to manage local storage objects, scripts, or similar technologies mentioned in our privacy policy. Please note that if you block cookies or similar technologies, you may not be able to use the full functionality of our Services. For further information about cookies and similar technologies, including how to manage and delete cookies on your device, you can visit [All About Cookies](#).

#### **9. We do not respond to Do Not Track signals.**

Our Services do not currently respond to Do Not Track signals. To learn more about Do Not Track signals, you may visit [the Future of Privacy Forum's website](#) for additional information.

#### **10. We may provide links to other companies.**

Our Services, other materials, and products may contain references or links to third-party websites and services, including references and links to third parties that accept and process your payments to us. We are not responsible for any third party's data collection or privacy practices, and we have no control over what information third parties track or collect. Any access to and use of such linked websites is not governed by this privacy policy but instead is governed by the privacy policies of those third-party websites. We encourage you to review the privacy policies posted on those third-party websites for further information.

#### **11. We may record calls to our call centers and in-house agents.**

We may record or monitor our conversations with you if you call our customer service centers or if our customer service centers or agents call you. We may use these recordings for business records, training, quality assurance, fraud prevention, and other business purposes. We may use your voiceprint for verification or anti-fraud purposes when you call our call centers or in-house agents.

#### **12. We encourage caution in posting information publicly.**

Our Services may permit you to post or submit content publicly. If you choose to submit content containing personal information to any public area of our Services, your content will be accessible by anyone, including us. We encourage you to exercise caution when making decisions about what you disclose publicly.

### **13. We take measures to protect your personal information.**

We may take reasonable measures designed to secure your personal information. However, we cannot guarantee that your personal information will not be lost, accessed without authorization, disclosed, altered, or destroyed. Any information you provide to us is at your own risk.

### **14. Our Services are not intended for minors.**

Our Services are not intended for children under the age of 13. We do not knowingly collect any personal information from anyone under the age of 13. You must be 18 years of age or older to submit any information to us.

### **15. We provide you with additional disclosures relating to various state privacy laws.**

You may have additional privacy rights that we describe in further detail below.

Various state comprehensive privacy laws give individuals the right to know what personal information is collected about them, including whether it is being sold or disclosed to third parties. These state privacy laws also grant these individuals certain rights and prevent companies from retaliating against consumers for exercising those rights. This notice applies to all activities of Spinnaker, including those activities that occur online and offline.

The types of personal information we have collected or disclosed in the last twelve (12) months or beyond depend on your relationship with Spinnaker. If the nature of your relationship with Spinnaker changes, an additional data privacy notice may apply.

The personal information that Spinnaker collects about you may include the following categories of personal information:

1. Identifiers, such as real name, alias, postal address, unique personal identifier, online identifier, email address, account name, driver's license number, passport number, or other similar identifiers;
2. Personal information described in California Civil Code Section 1798.80(e), such as signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information;
3. Characteristics of protected classifications under California or federal law, such as race, gender, physical or mental disability, and religion;
4. Commercial information, such as records of personal property, Services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies;
5. Biometric information, such as your voiceprint when you call our call centers;
6. Internet or other electronic network activity information, such as browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement;
7. Geolocation data, such as information used to identify your physical location, including geolocation data collected in connection with your use of our Services;
8. Audio, electronic, visual, thermal, olfactory, or similar information;
9. Professional or employment-related information, such as information collected from job applications and resumes;
10. Education information, such as information collected from job applications, transcripts, or resumes;
11. Inferences, such as those drawn from any of the information Spinnaker collects to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes; and

12. Sensitive personal information, such as driver's license number, passport number, account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account, precise geolocation, racial or ethnic origin, religious beliefs, mental or physical health condition or diagnosis, sex life or sexual orientation, or citizenship or immigration status.

Types of Personal Information	Do we collect it?	Categories of Sources	Purposes of Collection	Do we disclose it to third parties?	Purposes of Disclosure	Categories of Third Parties PI Disclosed To	Do we sell it to third parties?	Purposes of Selling	Do we Share for Behavioral Advertising?	Retention
Identifiers	Yes	You, publicly available databases, government databases, data aggregators, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers	Respond to questions, requests, complaints, and emails; provide customer service; provide Services to you; set up, manage accounts; verify your identity; regulatory reporting; and update our records	Yes	Customer service, account set up, management, or servicing, data verification services, regulatory reporting requirements	Service providers that provide us with customer service, account set up, management, or servicing or data verification services, regulatory authorities	No	Not applicable	No	Generally 1 years but also subject to data retention schedules
Personal information described in California Civil Code Section 1798.80(e)	Yes	You, publicly available databases, government databases, data aggregators, affiliates, subsidiaries, agents or other producers, financial service providers, and other service providers	Respond to questions, requests and emails; provide customer service; set up, manage accounts; verify your identity; regulatory reporting; and update our records	Yes	Customer service, account management, servicing or data verification services, regulatory reporting requirements	Service providers that provide us with customer service, account management, or servicing or data verification services, regulatory authorities	No	Not applicable	No	Generally 1 years but also subject to data retention schedules
Characteristics of protected classifications under California or federal law	Yes	Directly from you or from service providers	Provide Services to you	Yes	Provide Services to you and regulatory reporting requirements	Entities that provide us with services to provide Services to you and regulatory authorities	No	Not applicable	No	Generally 1 years but also subject to data retention schedules
Commercial information	Yes	You directly, from your use of our Services, or from credit or consumer reporting agencies	Service your account	Yes	Policy administration and claims adjudication	Entities that provide us with services to provide Services to you and regulatory authorities	No	Not applicable	No	Generally 1 years but also subject to data retention schedules

Types of Personal Information	Do we collect it?	Categories of Sources	Purposes of Collection	Do we disclose it to third parties?	Purposes of Disclosure	Categories of Third Parties PI Disclosed To	Do we sell it to third parties?	Purposes of Selling	Do we Share for Behavioral Advertising?	Retention
Biometric information	Yes	You directly when you call our call centers	Detecting security incidents; fraud detection; authentication; protecting against and prosecuting malicious, deceptive, or illegal activity; verifying or maintaining the quality or safety of a service or device or improving a service or device	Yes	To assist in authentication and to service your account	Service providers that assist in authentication and to service your account	No	Not applicable	No	Generally 1 years but also subject to data retention schedules
Internet or other electronic network activity information	No	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Geolocation data	No	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Audio, electronic, visual, thermal, olfactory, or similar information	Yes	When you call our customer service call center	Improve our Services, quality assurance, analytics, or for security purposes	Yes	Improve customer service, loss prevention, authentication or fraud investigations	Entities that provide us with services to improve customer service; entities that provide us with loss prevention services; entities that provide authentication or fraud services	No	Not applicable	No	Generally 1 years but also subject to data retention schedules
Professional or employment-related information	No	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Education information	No	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Inferences	No	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

Types of Personal Information	Do we collect it?	Categories of Sources	Purposes of Collection	Do we disclose it to third parties?	Purposes of Disclosure	Categories of Third Parties PI Disclosed To	Do we sell it to third parties?	Purposes of Selling	Do we Share for Behavioral Advertising?	Retention
Sensitive personal information	Yes	You, your use of our Services, affiliates, subsidiaries, agents or other producers, or financial or other service providers	Maintain or service accounts, provide customer service, process and provide Services, verify customer information, regulatory purposes, or other similar services	Yes	Customer service, account management, financial services, quality and safety services, storage, and regulatory reporting	Entities that provide or assist us with customer service, account management, financial services, storage, and regulatory authorities	No	Not applicable	No	Generally 1 years but also subject to data retention schedules

For all categories of personal information, we may collect data directly from you, from third parties, including those to whom you have previously provided data, and from our service providers.

We collect and use personal information for business or commercial purposes. For all categories of personal information, these purposes may include auditing; detecting security incidents; protecting against and prosecuting illegal activity (such as fraud); ensuring the physical safety of individuals; debugging, short-term transient use of personal information; performing services on behalf of Spinnaker, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing storage, or providing similar services on behalf of Spinnaker; undertaking internal technological research; verifying or maintaining the quality or safety of a service or device; improving a service or device; and monitoring and improving our Services' functionality. We combine the data that we collect in order to provide these functions.

We also collect and use personal information to comply with our legal obligations, resolve disputes, enforce our agreements, and for everyday servicing purposes.

For all categories of personal information, we may disclose your personal information to third parties in the event Spinnaker is involved in a merger, acquisition, or sale or transfer of all or part of its assets. We may also disclose all categories of personal information with our affiliates and subsidiaries. Spinnaker may be required to disclose your personal information to law enforcement, regulatory agencies, or litigants based on enforceable requests for this information. We may also need to disclose information based on fraud protection, credit risk reduction, or other legal purposes.

Please note that for all categories of personal information, we may also disclose your personal information to our service providers, partners, or collaborators we work with in the course of our business, agents or other insurance producers, any entity you instruct us to disclose your personal information to, and others.

Spinnaker retains personal information in accordance with our legal obligations, to defend against claims, or in compliance with our data retention policies and procedures. Also, we may retain your personal information in our backup or archived systems until the retention period of those systems expires.

#### **16. You may have additional rights under various state privacy laws.**

You may have the following rights with respect to your personal information:

- The right to a notice about our collection, use, disclosure, sale, or sharing of personal information about you. This statement is intended to satisfy this right.
- The right to request access to the personal information, including the specific pieces of personal information that Spinnaker has about you and personal information about any automated-decision making concerning you made by Spinnaker.
- The right to request that Spinnaker correct or amend your personal information.
- The right to request that we delete the personal information we have about you. We may not be required to delete personal information under particular circumstances.
- The right to opt out of the sale your personal information. You may have the right to opt out of cross-context behavioral advertisements.
- The right to ask us to limit our use of your sensitive personal information.
- The right to obtain a copy of your personal information in an easily understandable and portable format that you may also request be transmitted to another entity.
- The right to appeal Spinnaker's denial of your request to exercise a right herein.
- The right to opt out with respect to Spinnaker's use of automated decision-making technology, including profiling.
- The right to be free from retaliation for exercising these rights. We may, however, offer you incentives in return for your data. When you exercise your rights, you may lose access to these incentives, which can include discounts, coupons, or additional services.

- The right to use an authorized agent to submit a request on your behalf.
- The right to request a statement be placed in your file for others accessing your file if you disagree with Spinnaker's refusal to correct, amend, or delete your personal information with a concise statement of what you think is correct, relevant, or fair information and the reasons you disagree with Spinnaker's refusal to correct, amend, or delete recorded personal information.

You may call us at 1-888-221-7742 or visit our [portal](#) to exercise your rights.

Your authorized agent may call us at 1-888-221-7742 to make a request on your behalf. You will be asked to confirm your identity with at least two identification factors, such as a verified email and phone number. If we cannot verify your identity, we will let you know and may deny the request. We must also receive a properly executed authorization form that adequately describes you, your designated agent, and the purpose of the designation. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf. We may also require that you directly confirm with us that you provided the authorized agent permission to submit the request. The authorized agent must be a natural person or a business entity that is registered with the appropriate state regulatory agency to conduct business in the state they operate and must comply with the requirements of applicable laws.

#### **17. Victims of domestic violence may have confidentiality rights.**

New York State Insurance Law § 2612 prohibits insurers from discriminating against victims of domestic violence. This law also provides that if any person covered by an insurance policy delivers to the insurer a valid order of protection against the policyholder or other person covered by the policy, then the insurer is prohibited for the duration of the order from disclosing to the policyholder or other person the address and telephone number of the insured, or of any person or entity providing covered services to the insured. If a child is a covered person, then the right established by this section may be asserted by the child's parent or guardian.

#### **Making a request:**

To initiate a confidentiality request as it pertains to an order of protection, please submit a valid order of protection to the below listed address. You may use this [confidential communication request form](#), if you'd like:

Spinnaker Insurance Company  
1 Pluckemin Way, Suite 102  
Bedminster, NJ 07921  
Toll Free Line: 1-(888) 221-7742

If the protected individual is a child, the parent or guardian may make the above request.

#### **Revoking a request:**

To revoke a confidentiality request, please contact our customer service at 1-(888) 221-7742.

#### **18. We are based in the United States.**

If you are visiting our Services from outside the United States, please be aware that we are based in the United States and the information we collect will be transferred to, processed, and stored on our servers in the United States in accordance with this privacy policy and applicable laws. The data protection laws and regulations applicable to your information transferred to the United States may be different from the laws in your country of residence.

#### **19. We may change this privacy policy.**

We may change this privacy policy from time to time. If we make material changes to this privacy policy, we will post the changes on our Services (or our Services that replace them) and provide you notice prior to the changes becoming effective either through the relevant Services or by some other means, such as email or through your account. Your continued use of our Services after such notice constitutes your consent to the changes. We encourage you to periodically review our privacy policy for the latest information on our privacy practices.



**20. Spinnaker provides you with a Consumer Privacy Notice.**

If you are a Spinnaker customer, then Spinnaker provides you with the Spinnaker Consumer Privacy Notice below.

**21. Spinnaker provides you with a California Financial Information Privacy Act Notice.**

If you are a Spinnaker customer in California, then Spinnaker provides you with the Spinnaker California Financial Information Privacy Act Notice below.

**22. You may contact us.**

If you have any questions about this privacy policy or our other information practices, please contact us at [contact@Spinnaker.com](mailto:contact@Spinnaker.com); 1-888-221-7742; or Spinnaker Insurance Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921.

## FACTS

## WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Name and date of birth</li> <li>▪ Property information and property records</li> <li>▪ Checking account information and credit-based insurance scores</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Spinnaker chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Spinnaker share?	Can you limit this sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	No	No
<b>For joint marketing with other financial companies</b>	No	No
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call toll-free 1-800-747-3214.
<b>Who we are</b>	
<b>Who is providing this notice?</b>	Spinnaker Insurance Company and its insurance company subsidiaries
<b>What we do</b>	
<b>How does Spinnaker protect my personal information?</b>	To protect your personal information from unauthorized access and use, we maintain physical, electronic, and procedural safeguards that comply with federal law. These measures include computer safeguards and secured files and buildings.

<b>How does Spinnaker collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ provide account information or give us your contact information</li> <li>▪ file an insurance claim</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include financial companies such as companies that share the Spinnaker, Mainsail, Masthead, or Hippo brand.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Spinnaker does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Spinnaker doesn't jointly market.</li> </ul>

## Other Important Information

We will also comply with more restrictive state laws to the extent they apply.

**California Residents:** We will not share your information with nonaffiliated third parties for their marketing purposes except with your express consent. California residents will also be provided an "Important Privacy Choices" notice explaining their rights under the California Financial Information Privacy Act.

**Nevada Residents:** Nevada law allows us to make marketing calls to our existing customers listed on the National Do Not Call Registry. This notice is provided to you pursuant to state law. If you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call List by calling 1-888-221-7742. If you would like more information about our practices, you may call 1-888-221-7742. You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov).

**Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

**AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, or VA Residents.** The term "Information" means information we collect in connection with insurance transactions. You have the right to request access to, correction, amendment, and deletion of personal information that we have about you. Please contact us at [compliance@spinnakerins.com](mailto:compliance@spinnakerins.com) or Spinnaker Insurance

Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921 with a notarized letter and include your name, address, and your policy, contract, or account number, and describe the information you wish to access, delete, or correct. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law, such as for purpose of conducting actuarial or research studies that comply with applicable law. We may share your Information with insurance regulatory authorities, law enforcement, consumer reporting agencies, auditors, and as permitted or required by law. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.



# **battleface<sup>®</sup>**

**battleface Insurance Services**

45 East Lincoln Street  
Columbus, OH 43215

**24h emergency:** +1.855.998.2928 or +1.571.441.0775

**e-mail:** [usa@battleface.com](mailto:usa@battleface.com)

battleface Travel Insurance plans are underwritten by Spinnaker Insurance Company (an IL Corporation, NAIC #24376). Administrative office is located at One Pluckemin Way, Suite 102, Bedminster, NJ 07921. Plans are administered by battleface Insurance Services LLC, 45 East Lincoln Street, Columbus, OH 43215, a wholly owned subsidiary of battleface, Inc. battleface Insurance Services National Producer Number is 18731960 (FL License W522470; L107363 / CA License number 0M75381). Not all insurance coverages or products may be available in all jurisdictions.

*This page is informational and is not attached to nor does it form part of the policy.*