



MULTI-TRIP ANNUAL PLAN

battleface Multi-Trip Annual Plan

BISANN-01

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 RIG1000-25 (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.

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.

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

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; and
- b. Musical instruments;

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 **prepaid 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 forty (40) 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.

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.

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:

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

A **hospital** does not include:

- A nursing, convalescent or geriatric unit of a **hospital** when a patient is confined mainly to receive nursing care;
- 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
- 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**.

Hotel/motel means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and **reservations** are required.

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.

Insured means a person:

- For whom any required application form has been completed;
- For whom any required cost has been paid; and
- 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 (1) 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**.

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 three hundred sixty-five (365) consecutive days or more or owned by **you**. A **rented vehicle** is a vehicle rented or leased by **you** for three hundred sixty-four (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 residence means a residence where **you** are leaving from to start **your covered trip**.

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 property means a **hotel** room, vacation home, or other rented property **you** booked to occupy during the **stay**.

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 three hundred sixty-four (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**.

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

Stay means the duration of time from the date **you** check in at the **rental property** to the date **you** check out of the **rental property**.

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 forty (40) 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 to **your covered trip departure date**. The **trip cost** is stated on **your** application. **Trip cost** will also include the cost of any additional **prepaid payments or deposits** paid by **you** for the same **covered trip**, after application for coverage under this plan provided **you** amend **your policy** limit to include the cost of the additional **travel arrangements** and pay 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.

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* for all coverages except Emergency Evacuation And Repatriation Of Remains 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 (1) 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:

ANNUAL PLAN COVERAGE DETAILS

Annual Plan Begins:

The annual plan will take effect on the latest of:

- a. The **policy effective date**; or
- b. The **effective date** specified on the application.

Coverage Effective and Termination Dates:

The Trip Cancellation benefit is effective on the Start Date of the plan term. This benefit will end when the plan term ends, or when the benefit is fully exhausted, whichever is earlier. In the event that a **covered trip** is scheduled to begin after the plan term ends, Trip Cancellation benefits for that **covered trip** will apply until the end of the plan term.

All other benefits are effective on the date and time *you* begin each **covered trip** during the plan term; or, if *you* are already on the **covered trip**, benefits for that **covered trip** will begin on the Start Date. Benefits end on the earliest of:

- a. The date and time *you* arrive at the **return destination** (or the **destination** for one-way travel); or
- b. The date the last benefit is fully exhausted; or
- c. The end of the plan term.

Pre-existing medical conditions

For annual plans **pre-existing medical conditions** will be covered after *your* insurance plan has been in effect for at least sixty (60) days. Any **pre-existing medical conditions** will be covered if *you* apply for a new plan effective immediately after the end of the annual term. If *you* apply at a later date, the **pre-existing medical conditions** will not be covered until the new insurance plan has been in effect for at least sixty (60) days.

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) day 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. **You** 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:
 - 1. Causes delay or cancellation of travel at the departure site for at least forty-eight (48) consecutive hours;
 - 2. Prevents **you** from reaching **your destination**;
 - 3. Causes closure of public roadways by government authorities on **your covered trip** route, if **your covered trip** is primarily 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 thirty (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 of **felonious 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** 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**;
- 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.

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 thirty (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 (1) 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. **You** or **your traveling companion's injury** or **sickness** or death of **your traveling companion**;
- h. **Civil disorder**; or
- i. 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 three (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. **Prepaid**, 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 dollars (\$1,000) 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;
- l. 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 subject to the daily limit shown in the 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 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:

- Ordered by the onsite attending **physician**, who must certify that the severity of **your injury or sickness** warrants the Emergency Evacuation;
- 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
- 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:

- From the place where **your injury or sickness** occurs to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and
- 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
- To **your primary residence**, or an adequate licensed medical facility nearest **your primary residence**, 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 of benefits 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 of benefits, 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**.

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**.

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 (1) 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 (1) 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**. 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, eyeglasses 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**.

For the purpose of this plan only, if a new plan is purchased without lapse after **your** initial twelve (12) month plan term is complete; the **pre-existing medical condition** exclusion is waived.

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

ALASKA 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 ***Adventure activities***, ***Experimental or investigative***, ***Medically necessary***, and ***Reasonable and customary*** or ***reasonable and customary charges*** are replaced by the following:

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

- a. Mountain climbing up to fifteen thousand (15,000) feet;
- b. 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);
- c. Snorkeling;
- d. White or black water rafting (Grades one (1) – four (4));
- e. Water skiing;
- f. Snowboarding (including off-trail and back country skiing and snowboarding, except as designated unsafe by the resort management);
- g. Tobogganing;
- h. Snow tubing; and
- i. Ice skating.

Experimental or investigative means treatments, devices or prescription medications which are recommended by a ***physician***. 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.

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

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;
- c. Is based on charges no lower than the 80th percentile of charges for the geographical area; and
- d. 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.

- II. **SECTION II. GENERAL PROVISIONS**, the **Excess Insurance Limitation** and **Entry of Arbitration Award** provisions are deleted.
- III. **SECTION II. GENERAL PROVISIONS**, the **Legal Action, Concealment or Fraud, Insurance With Other Insurers, Arbitration, Payment of Arbitration Fees and Costs, Location** and **Controlling Law** 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 three (3) years after there has been a breach of contract such as a denial of the claim or failure to defend.

Concealment or Fraud: **We** do not provide coverage if **you** or someone acting on **your** behalf, has made misrepresentations, omissions, or incorrect statements or concealed facts that are:

- a. fraudulent;
- b. material either to the acceptance of the risk, or to the hazard assumed by us; or
- c. **we**, in good faith, would either not have issued the **policy**, or would not have issued a **policy** in as large an amount, or at the same premium or rate, 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.

Insurance With Other Insurers: If there is other valid coverage with another insurer or other policies with **us** for the same **covered trip** 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.

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. The request must be made within one (1) year of the earlier of the date the **loss** occurred or the dispute arose.

Payment of Arbitration Fees and Costs: Unless otherwise provided in the agreement to arbitrate, the arbitrator's expenses and fees, together with other expenses, not including counsel fees, incurred in the conduct of the arbitration shall, be as provided in the award. The fees to be borne by a side consisting of more than one Party shall be divided equally among such Parties.

Location: The arbitration shall be governed by Alaska State law concerning arbitration and must be held in Alaska for Alaska Insureds unless an alternate site is mutually agreed to by **you** and **us**.

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

IV. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Other Insurance with Us** and **Resolving Disputes** provisions are deleted.

V. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Appraisal** provision is added:

Appraisal: 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. Within ten (10) days after the written demand, each party must notify the other party of the competent appraiser each has selected. Each of the appraisers must select a competent and impartial umpire. Not later than fifteen (15) days after the umpire has been chosen, unless the umpire extends the time period, each appraiser will separately state in writing the amount of the **loss**. If the appraisers submit a written report of agreement on the amount of the **loss**, the agreed amount will be binding upon **you** and **us**. If the appraisers fail to agree, the appraisers will promptly submit their differences to the umpire. A decision agreed to by one of the appraisers and the umpire will be binding upon **you** and **us**. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal will be paid as determined by the umpire.

VI. **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **Payment of Claims: to Whom Paid** and **Claim Forms** provisions are replaced by the following:

Payment of Claims: to Whom Paid: Benefits are payable to the **insured** who purchased this **policy** or directly to the provider at **your** request. 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.

Payments to **your** estate or to a beneficiary who is a minor may not exceed one thousand dollars (\$1,000).

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

Claim Forms: **We** will send the claimant Proof of Loss forms within ten (10) working days after **we** receive notice. If the claimant does not receive the Proof of Loss forms within ten (10) working 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.

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

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

Inquiries or complaints regarding this Policy may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd Street
Little Rock, Arkansas 72201-1904

Telephone: 800-852-5494 or 501-371-2640

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 (1) 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.

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 ten (10) 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 except Emergency Evacuation And Repatriation Of Remains 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** 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 (1) 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

IOWA 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 **Arbitration** provision is replaced by the following:

Arbitration: Upon mutual agreement, **we** and one (1) 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.

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, and 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 (1) 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 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*.

VI. 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.

VII. **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*, or *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:

- a. Is an institution licensed to operate as a **hospital** pursuant to the laws of the jurisdiction in which it operates;
- b. 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
- c. 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 (1) 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, ANNUAL PLAN COVERAGE DETAILS**, is replaced by the following:

ANNUAL PLAN COVERAGE DETAILS

Annual Plan Begins:

The annual plan will take effect on the latest of:

- The **policy effective date**; or
- The **effective date** specified on the application.

Coverage Effective and Termination Dates:

The Trip Cancellation benefit is effective on the Start Date of the plan term. This benefit will end when the plan term ends, or when the benefit is fully exhausted, whichever is earlier. In the event that a **covered trip** is scheduled to begin after the plan term ends, Trip Cancellation benefits for that **covered trip** will apply until the end of the plan term.

All other benefits are effective on the date and time **you** begin each **covered trip** during the plan term; or, if **you** are already on the **covered trip**, benefits for that **covered trip** will begin on the Start Date. Benefits end on the earliest of:

- a. The date and time **you** arrive at the **return destination** (or the **destination** for one-way travel); or
- b. The date the last benefit is fully exhausted; or
- c. The end of the plan term.

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.

Pre-existing medical conditions

For annual plans **pre-existing medical conditions** will be covered after **your** insurance plan has been in effect for at least sixty (60) days. Any **pre-existing medical conditions** will be covered if **you** apply for a new plan effective immediately after the end of the annual term. If **you** apply at a later date, the **pre-existing medical conditions** will not be covered until the new insurance plan has been in effect for at least sixty (60) days.

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

MARYLAND 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 from the later of: 1) the date of the purchase of **your policy**; or 2) the delivery by physical or electronic mail 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.

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

Arbitration: Upon mutual agreement, **we** and one (1) 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.

All other provisions of the Policy apply.

SPINNAKER INSURANCE COMPANY

**MISSISSIPPI
ARBITRATION DISCLOSURE**

- A. THE POLICY CONTAINS A BINDING ARBITRATION AGREEMENT.**
- B. THE ARBITRATION PROVISION REQUIRES ALL DISPUTES RELATED TO THE POLICY TO BE RESOLVED BY ARBITRATION AND NOT IN A COURT OF LAW.**
- C. THE RESULTS OF ANY ARBITRATION PROCEEDING ARE GENERALLY FINAL AND BINDING ON THE INSURED AND THE COMPANY.**
- D. IN AN ARBITRATION, ONE OR MORE ARBITRATORS, WHO ARE INDEPENDENT, NEUTRAL DECISION MAKERS, RENDER A DECISION AFTER HEARING THE POSITIONS OF THE PARTIES.**
- E. WHEN THE INSURED ACCEPTS A POLICY CONTAINING A BINDING ARBITRATION PROVISION, THE INSURED AGREES TO RESOLVE ANY DISPUTE RELATED TO THE POLICY BY BINDING ARBITRATION INSTEAD OF A TRIAL IN COURT, INCLUDING A TRIAL BY JURY.**
- F. BINDING ARBITRATION GENERALLY TAKES THE PLACE OF RESOLVING DISPUTES BY A JUDGE AND JURY.**
- G. AN INSURED WHO NEEDS ADDITIONAL INFORMATION REGARDING THE BINDING ARBITRATION PROVISION IN THE POLICY MAY CONTACT OUR TOLL FREE ASSISTANCE LINE AT 1-888-221-7742.**
- H. THE INSURED WILL HAVE FIVE (5) DAYS FROM AND AFTER DELIVERY OF THE POLICY TO THE INSURED TO REJECT THE POLICY IF HE/SHE DOES NOT WANT TO ACCEPT THE REQUIREMENTS FOR ARBITRATION.**

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

NEBRASKA 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, Concealment or Fraud**, and **Arbitration** provisions are 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.

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 material;
- b. was made knowingly with the intent to deceive;
- c. was relied and acted upon by **us**; and
- d. deceived **us** to its injury.

The breach of warranty or condition in this **policy** will not void the **policy** or allow **us** to avoid liability unless such breach exists at the time of **loss** and contributes to the **loss**.

Arbitration: Upon mutual agreement, **we** and one (1) 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. 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 **Notice of Claim**, and **Settlement of Loss** provisions are replaced by the following:

Payment of Claims: When Paid: Within fifteen (15) days after receipt of settlement information or a properly executed proof of loss, **we** will advise **you** of the acceptance or denial of the claim. If more time is needed, **we** will notify **you** within fifteen (15) days after receipt of settlement

information or properly executed proof of loss stating the reason more time is needed. If more time is still needed, **we** will notify **you** within thirty (30) days from the initial notification and every thirty (30) days thereafter. 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**.

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. **We** will acknowledge receipt of the notice of claim within fifteen (15) days unless such claim is paid within that time period.

Settlement of Loss: Within fifteen (15) days after receipt of settlement information or properly executed proof of loss, **we** will advise **you** of the acceptance or denial of the claim. If more time is needed, **we** will notify **you** within fifteen (15) days after receipt of settlement information or properly executed proof of loss stating the reason more time is needed. If more time is still needed, **we** will notify **you** within thirty (30) days from the initial notification and every thirty (30) days thereafter. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **us**. 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 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 (1) of the persons as a primary beneficiary in the other person's will;
 4. designation of one (1) 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 (2) persons who are each sixty-two (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 eighteen (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 one hundred eighty (180) days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one (1) 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 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

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 (1) 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 and Emergency Evacuation and Repatriation of Remains.

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

Proof of Loss - for Travel Medical Expense, and Emergency Evacuation and Repatriation of Remains: The claim forms must be sent back to **us** or **our** designated representative no more than one hundred eighty (180) 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 (1) 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**.

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 (1) 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**.

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.

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

Arbitration: Upon mutual agreement, **we** and one (1) 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.

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. The following is added to the first page of the policy:

This **policy** is non-participating.

2. **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.

3. 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 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.

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

THIS CONTRACT IS SUBJECT TO ARBITRATION.

- 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 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 **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**, 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:

- First manifested itself, worsened, became acute or had symptoms which would have prompted an ordinarily prudent person to seek diagnosis, care or treatment, or;
- Care, testing or treatment was given or recommended by a **physician**; or
- 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:

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

- IV. **SECTION II. GENERAL PROVISIONS**, the **Physical Examination and Autopsy** and **Controlling Law** provisions are replaced by the following:

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 which will be performed in South Carolina (except where prohibited by law). **We** will cover the cost of these medical examinations or autopsies.

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

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

Should *you* need to contact *us*, *you* can contact us at the address on the first page of the *policy* or by calling *us* at 1-888-221-7742 toll-free.

- VI. The following is added to **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE, WHEN YOUR COVERAGE ENDS**:

This is *your* notice of nonrenewal. *Your policy* is issued for a single term, either on a per-*trip* basis or on an annual basis and, therefore, not renewable.

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 definition of ***Domestic partner*** is 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 (1) 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

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 (1) 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 (1) 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 fifteen (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 fifteen (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

**WISCONSIN
NOTICE CONCERNING INSURANCE COMPLAINTS**

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

**Spinnaker Insurance Company
1 Plunkemin Way
Bedminster, NJ 07921**

1-888-221-7742 toll-free

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER** by contacting:

**State of Wisconsin
Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
Web Site: oci.wi.gov**

or you can call 1-800-236-8517 outside of Madison, or (608) 266-0103 in Madison, and request a complaint form

FAX: (608) 264-8115

E-mail: complaints@oci.state.wi.us

Please include your policy number in any communication with the above addresses.

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

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 (1) 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** provision 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.

FACTS

WHAT SPINNAKER DOES WITH YOUR PERSONAL INFORMATION?

Why?	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.	
What?	<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"> ▪ Name and date of birth ▪ Property information and property records ▪ Checking account information and credit-based insurance scores 	
How?	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?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call toll-free 1-800-747-3214.	

Who we are

Who is providing this notice?	Spinnaker Insurance Company and its insurance company subsidiaries
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What we do

How does Spinnaker protect my personal information?	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.
How does Spinnaker collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ apply for insurance or pay insurance premiums ▪ provide account information or give us your contact information ▪ file an insurance claim <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <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>

Definitions

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

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.

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. You have the right to request access to, correction, and deletion of personal information that we have about you. Please contact us at 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.

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.



Nicholas Scott, Secretary



David Ingrey, Chief Executive Officer



battleface Insurance Services LLC

45 East Lincoln Street
Columbus, OH 43215

24h emergency: +1.855.998.2928 or +1.571.441.0775

e: 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.