battleface®

MULTI-TRIP ANNUAL PLAN

California

THIS PAGE IS INFORMATIONAL AND IS NOT ATTACHED TO NOR DOES IT FORM PART OF THE POLICY.

battleface Multi-Trip Annual Plan - California

BISANN-01-CA 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 RIG1000-2 (11/2019) and BIS1100-1CA (11/2021). 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.

BISCPBF01 (03/2022)

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.

This *policy* includes an Excess Policy Limitation provision. Please refer to **Section II. General Provisions**.

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SECTION I. DEFINITIONS

Accident or **accidental** 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;
- 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;
- I. 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.

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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 *policy*; however, *you* must notify *us* of these payments and pay the additional cost within fifteen (15) days of subsequent trip payments.

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 facilityor provider.

Child(ren) means *your children*, including an unmarried *child*, stepchild, *child(ren)* of a *domestic 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.

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;

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- 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 earlier of:

- a. The date on which *you* are scheduled to leave on the *covered trip*. This date is specified in the travel documents; or
- b. The date of departure as indicated on *your* application.

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 in a partnership recognized by the laws of the state in which *you* reside.

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 *medical 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.

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;
- I. 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.

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Home country means your country of residence.

Hospital means a facility that:

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

A *hospital* does not include:

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

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

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

Hotel 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 physical bodily harm. 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:

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

Loss means an *unforeseen* event or incident (subject to the exceptions contained in the following sentences) sustained by *you* 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.

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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.

You have the opportunity to seek an independent medical review if benefits are denied, modified or delayed by **us** if the decision was based in whole or in part on a finding that the proposed health care services were not **medically necessary**.

Medical transportation means any land, sea or air conveyance required to transport *you* during an *emergency medical evacuation*.

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;
- I. 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**. **Ownedor 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.

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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*, for which medical advice, diagnosis, care or treatment was recommended or received within the one hundred eighty (180) day period immediately preceding and including the purchase date of this *policy*.

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, and is diving within the parameters of that certification, up to a maximum depth of forty (40) meters or one hundred thirty (130) feet.

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. RIG1000-2 (11/2019) BIS1100-1CA (11/2021) 10 BISANN-01-CA

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**, resort or **rental property** 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*.

Schedule of benefits means the document that lists the base policy benefits and the amount of coverage for each benefit, as well as options that many be added to *your policy*. Each of these benefits will pay up to the limit shown for covered *losses*.

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* also includes *complications of pregnancy*. *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.RIG1000-2 (11/2019)BIS1100-1CA (11/2021)11BISANN-01-CA

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 thepurpose 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* and includes *common carriers* 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:

- a. The dollar amount of *trip payments or deposits*, which are subject to *cancellation penalties*, paid by *you* prior to *your covered trip departure date* and as stated on *your* application; or
- b. The cost of any additional *prepaid payments or deposits* paid by *you* for the same *covered trip*, after application for coverage under this *policy* provided *you* amend *your policy* limit to include the cost of the additional *travel arrangements* and pays any additional premium.

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

Uninhabitable means:

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

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

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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 the insured.

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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 or waive any of its provisions. Only an executive officer of *our* company may approve a change. Any such change must be shown in this *policy* or endorsed herein or attached hereto.

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.

Recovery: To the extent *we* pay for a *loss* suffered by *you*, *we* may recover from funds received by *you* from a third party. *You* will be made whole before *we* begin recovery. *You* must help *us* preserve *our* rights against those responsible for the *loss*. This may involve signing any papers and taking any other steps *we* may reasonably require. When *you* have been paid benefits under this *policy* but also recover from another *policy*, the amount recovered from the other *policy* shall be held in trust for *us* by *you* and reimbursed to *us* to the extent of *our* payment.

As a condition to receiving the applicable benefits listed above, **you** agree, except as may be limited or prohibited by applicable law, to reimburse **us** for any such benefits paid to or on behalf of **you**, if such benefits are recovered, in any form, from any third party or coverage.

In the event *we* claim a portion of a third party recovery from a suit brought by *you, we* will pay a prorate portion of the attorney's fees incurred in bring the suit.

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.

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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 incurred 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.

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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.

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SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

ELIGIBILITY AND ENROLLMENT: *You* must apply for *your* own insurance *policy* 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 MULTI-TRIP POLICY COVERAGE DETAILS

Annual Multi-Trip *policy* Begins:

- The annual multi-trip *policy* 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.

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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 timeof departure due to any of the following *unforeseen* events:

Health and Family

- a. Any *injury*, death or *sickness*;
 - 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*;
 - 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;
- 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. Your or your traveling companion's destination being made uninhabitable or inaccessible by natural disaster, that is due to natural causes; vandalism or burglary. Benefits are not payable if a hurricane is named on or before the effective date of your Trip Cancellation Coverage; Benefits are not payable if the natural disaster is foreseeable prior to your effective date. A natural disaster is foreseeable on the date it becomes a named storm;

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- 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;
- 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 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

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BATTLEFACE

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 asprovided 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*.

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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.

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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*;
 - 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*;
 - 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*.

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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*;

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- h. Financial default; and
- i. Traveling for the purpose of securing medical treatment.

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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*.

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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;

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- j. Loss resulting from mysterious disappearance;
- k. Loss resulting from normal wear and tear or deterioration;
- 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.

RIG2003 (11/2019)

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.

RIG2004 (11/2019)

SPINNAKER INSURANCE COMPANY

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* if *you* suffer an *accidental injury* or *sickness* during the *covered trip* that requires treatment by a *physician*. The *accidental 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 nurse, 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 accidental injury or sickness);
- c. Prescription medication to treat the *accidental 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 coverany expenses incurred by another party at no cost to *you* or already included within the cost of the *covered trip*.

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.

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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* caused by:

- 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. Your mental, nervous or psychological disorder; or
- g. Physical therapy or occupational therapy.

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SPINNAKER INSURANCE COMPANY

EMERGENCY EVACUATION AND REPATRIATION OF REMAINS

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

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

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

Covered expenses include:

- Expenses incurred by you for physician-ordered emergency medical evacuation, including medical transportation and necessary medical care en route, to the nearest suitable hospital, when you are critically ill or injured and no suitable local care is available, subject to prior approval by us or our authorized agent;
- b. 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;
- c. Expenses incurred for non-emergency repatriation, including *medical transportation* and medical care en route, to a *hospital* or to the city of *your primary residence* in the United States of America, when deemed *medically appropriate* by the attending *physician*, subject to prior approval by *us* or *our* authorized agent. In lieu of returning to the city of *your primary residence, you* may opt to be returned to a different city in the United States if proper care for *your* condition is not available.

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 of Remains *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 of Remains *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.

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Repatriation of Remains *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 of Remains 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 *accidental injury* or *sickness* which requires an *emergency medical evacuation* or repatriation of remains, and payment is required prior to *medical 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 medical 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 caused by:

- a. *Medical 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 *medical transportation* in the opinion of the onsite attending *physician*.

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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, 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*.

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.

RIG1000-2 (11/2019) BIS1100-1CA (11/2021) 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.

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SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

In addition to any applicable benefit-specific exclusions, the following exclusions apply to all coverages under *your policy*. Unless otherwise shown below, these exclusions apply to *you*. This *policy* does not cover any *loss* caused by:

- a. Intentionally self-inflicted *injury*, suicide, or attempted suicide of *you*, or *your family member*, or *traveling companion* or *business partner* while sane;
- 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. Mental, nervous or psychological disorder;
- e. Being under the influence of drugs or narcotics, unless ingested upon the advice of a *physician*; or
- f. Intoxication above the legal limit at *your* location at the time of *loss*; or
- g. Commission of a felony or acts done during the commission of a felony 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;
- I. 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;

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- t. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- u. A *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 caused by 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.

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SPINNAKER INSURANCE COMPANY

NOTICE CONCERNING COMPLAINTS

Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company or our Assistance Company to resolve your problem.

Should any complaints arise, you may contact us at the following addresses:

Spinnaker Insurance Company 1 Plunkemin Way Bedminster, NJ 07921

1-888-221-7742 toll-free

In the event that we, our agent or other representative, or both, have failed to produce a satisfactory resolution to the problem, you may also contact the California Department of Insurance at the following address:

Consumer Services and Market Conduct Branch Consumer Services Division California Department of Insurance 300 South Spring Street, South Tower Los Angeles CA 90013

> Telephone: 800.927.4357 Online: <u>www.insurance.ca.gov</u>

RIG1004CA (11/2019)

SPINNAKER

Rev. 06/2022

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?	 The types of personal information we collect and share depend on the product or service you have with us. This information can include: 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?			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	s? Call toll-free 1-800-747-3214.				

Dage 2

Page 2					
Who we are					
Who is providing this notice?	Spinnaker Insurance Company and its insurance company subsidiaries				
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?	 We collect your personal information, for example, when you: apply for insurance or pay insurance premiums provide account information or give us your contact information file an insurance claim We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. 				
Why can't I limit all sharing?	 Federal law gives you the right to limit only 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 State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. 				
Definitions					
Affiliates	 Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include financial companies such as companies that share the Spinnaker, Mainsail, Masthead, or Hippo brand. 				
Nonaffiliates	 Companies not related by common ownership or control. They can be financial and nonfinancial companies. Spinnaker does not share with nonaffiliates so they can market to you. 				
Joint marketing	 A formal agreement between nonaffiliated financial companies that together market financial products or services to you. 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.

BISSP (10/2022)

BISANN-01-CA

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 <u>compliance@spinnakerins.com</u> 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.

BISSP (10/2022)

The notice below applies only to California residents. Rev. 01/2022

Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your account with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

(____) NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

(_) NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

To exercise your choices, utilize any of the options below:

(1) Call 1-800-747-3214, toll free; or

(2) Complete the information needed below, sign, and return this form to us (you may want to make a copy for your records):

- Mail to: Spinnaker Group, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921, Attn: Privacy Officer

	Date:	
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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

Deniddyny

David Ingrey, Chief Executive Officer

RIG1002 (11/2019)



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, Bedminister, NJ 07921. Plans are administered by battleface Insurance Services LLC, 45 East Lincoln Street, Columbus, OH 43215, a wholly owned subsidiary of battleface, Inc. battleface Insurance Services National Producer Number is 18731960 (FL License W522470; L107363 / CA License number 0M75381). Not all insurance coverages or products may be available in all jurisdictions.

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