



AIR TRAVEL PROTECTION PLAN

Massachusetts

BISAIRI-01-MA
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 RIG1000-4MA (11/2019). Insurance benefits vary by plan, please refer to the accompanying Confirmation of Coverage. You will find the specific information for the plan you purchased. Please contact the Plan Administrator immediately if you believe the Confirmation of Benefits contains incorrect information.

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

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

SPINNAKER INSURANCE COMPANY

A Stock Company

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

Administrative Office: 1 Pluckemin Way, Bedminster, NJ 07921

TRAVEL INSURANCE POLICY

This **policy** is issued in consideration of enrollment and payment of the premium due. This **policy** describes all of the travel insurance benefits underwritten by Spinnaker Insurance Company, herein referred to as **we, us,** and **our**. This **policy** is a legal contract between **you** (herein referred to as **you** or **your**) and **us**. It is important that **you** read **your policy** carefully. Insurance benefits vary from program to program. Please refer to the schedule of benefits. It provides **you** with specific information about the program **you** purchased.

**OUR PROMISE TO YOU
FREE LOOK PERIOD**

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

After this ten (10) day free look, the payment for this **policy** is non-refundable, except in the following circumstances:

- a. The **travel supplier** cancels or changes the dates of **your covered trip** and all penalties are waived;
- b. **You** cancel the **covered trip** before any **cancellation penalties** are in effect;
- c. **You** have duplicate coverage for this **covered trip**; or
- d. **Your** death.

In the event of c. or d., **your** premium will be fully refunded unless a claim has been paid.

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SECTION I. DEFINITIONS

Accident means an event that:

- a. Is a sudden, unexpected, unusual, and specific event; and
- b. Occurs at an identifiable time and place.

Accident also includes 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.

Additional transportation cost means the actual cost incurred for one-way economy **transportation** by **common carrier** reduced by the value of an **unused** travel ticket.

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

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

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

Appropriate authorities means the government authority(ies) in **your home country** or the government authority(ies) of the **host country**.

Assistance company means the service provider with whom **we** have contracted to coordinate and deliver services. Those services include: emergency travel assistance; medical evacuation; repatriation of remains; and other services as described herein.

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

Baggage means luggage and personal possessions including:

- a. Traveling documents;
- b. Musical instruments;
- c. **Sportsman's equipment**; and
- d. Golf equipment,

whether owned, borrowed, or rented, and taken by *you* on the **covered trip**.

Bankruptcy means the filing of a petition for voluntary or involuntary **bankruptcy** in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.

Business equipment means property taken on the **covered trip** for business use, including but not limited to:

- a. Printed business documents;
- b. Meeting agendas;
- c. Sales presentations;
- d. Product samples;
- e. Laptops;
- f. Visual aids;
- g. Projectors; or
- h. Electronics.

Coverage applies to the items that are owned by *you*, or by the business, or rented for use on the **covered trip**.

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

Cancellation penalties means **trip costs**:

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

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

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

Checked baggage means a piece of **baggage** for which a claim check has been issued to *you* by a **common carrier**.

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

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

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

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

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

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

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

Complications of pregnancy do not include:

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

Confined means **you** are restricted from disembarking from a **cruise** ship.

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

Covered expenses mean expenses incurred by **you** which are:

- a. For **medically necessary** services, supplies, care, or treatment;
- b. Due to **sickness** or accidental **injury**;
- c. Prescribed, performed or ordered by a **physician**;
- d. **Reasonable and customary charges**;
- e. Incurred while insured under the **policy**; and
- f. 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. A **covered trip** 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, **prepaid** course arrangements, and the date of travel shown on **your** membership confirmation letter for which **you** purchased this plan. Maximum **covered trip** duration is one hundred twenty (120) days.

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

Custodial care means care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities. It can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of **custodial care** include help in walking or getting out of bed; assistance in bathing, dressing or feeding; or supervision over medications which could normally be self-administered.

Dangerous activities means:

- a. Air travel on a privately-owned aircraft (whether as a pilot or a passenger);
- b. Bull riding;
- c. Running of the bulls;
- d. Free diving;
- e. Mountain climbing (over six thousand (6,000) meters);
- f. Rock climbing without equipment;
- g. Scuba diving (beyond fifty (50) meters); or
- h. Any activity materially similar to the above.

Decompression sickness means signs and symptoms due to gas in the tissues resulting from diving.

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

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

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

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

Domestic partner means a person:

- a. At least eighteen (18) years of age;
- b. With whom **you** have been living in a spousal relationship; and
- c. With whom **you** have evidence of cohabitation for at least ten (10) continuous months prior to the **effective date** of coverage.

Economy fare means the lowest published rate for a one-way economy **ticket**.

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

Elective treatment and procedures means any medical treatment or surgical procedure that is not **medically necessary**. This includes any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by **us** to be research or experimental or that is not recognized as a generally accepted medical practice.

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

Emergency political evacuation means **your** extrication from the **host country** due to political or **civil disorder** which results in **you** being placed in imminent danger.

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

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

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

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

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

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

- a. **Spouse**, civil union partner or **domestic partner**;
- b. **Child**;
- c. Siblings;
- d. Parents;
- e. Grandparent, step-grandparent, grandchild, or step-grandchild;
- f. Step-child, step-sibling, or step-parent;
- g. Parent-in-law;
- h. Daughter-in-law or son-in-law;
- i. Brother-in-law or sister-in-law;
- j. Aunt or uncle;
- k. Niece or nephew; and
- l. Legal guardian.

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

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

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

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

Hazard means:

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

Home country means **your** country of residence. If **you** have dual citizenship, for the purposes of this benefit, **your homecountry** is the country of the passport **you** used to enter the **host country**.

Hospital means a facility that:

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

A **hospital** does not include:

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

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

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

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

Imminent physical danger means a situation or environment that poses a direct and immediate threat of physical *injury* or death.

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* when traveling by an *owned or rented vehicle*.

Injury or injured means:

- a. A bodily *injury* caused by an *accident*;
- b. Occurring while *your* coverage under this *policy* is in force; and
- c. Resulting directly and independently of all other causes of *loss* covered by this *policy*.

The *injury* must be verified by a *physician*.

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

Inpatient means a person:

- a. Who is *confined* in a *hospital* as a registered bed patient for at least forty eight (48) hours; and
- b. For whom at least one day's room and board is charged by the *hospital* unless *confined* as an *inpatient* in any military, veterans or other government supported or sponsored *hospital* for which a charge for room and board is not made.

Insured means a person:

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

Key employee means an employee with a five percent (5%) or more ownership and/or decision-making role.

Loss means an *injury* or *unforeseen* event or incident (subject to the exceptions contained in the following sentences) sustained by *you* as a direct result of one (1) or more of the events against which *we* have undertaken to compensate *you*. **Loss** does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. **Loss** also does not include any form of consequential, incidental, or indirect damages or *injury*.

Medical equipment means an appliance or device that is:

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

Medically necessary means a treatment, service, or supply:

- a. Is essential for diagnosis, treatment or care of the **accidental injury** or **sickness** for which it is prescribed or performed;
- b. Meets generally accepted standards of medical practice; and
- c. Is ordered by a **physician** and performed under his or her care, supervision or order.

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

Natural disaster means:

- a. A flood (due to natural causes);
- b. Tsunami;
- c. Hurricane;
- d. Tornado;
- e. Earthquake;
- f. Mudslide;
- g. Avalanche;
- h. Landslide;
- i. Volcanic eruption;
- j. Sandstorm;
- k. Sinkhole;
- l. Wildfire; or
- m. Blizzard.

Nearest place of safety means a location determined by authorized representative where:

- a. **You** can be presumed safe from the political or civil unrest that precipitated **your emergency political evacuation**;
- b. **You** have access to **transportation** to **you home country**; and
- c. **You** have the availability of temporary lodging, if needed.

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

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

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

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

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, or dental services 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 a medical condition of **you**, **your traveling companion**, **family member**, **host at destination**, **business partner**, **pet**, or **service animal**, for which medical advice or treatment was received within the one hundred eighty (180) day period immediately preceding and including the purchase date of this plan or because of which an individual had symptoms which would have led an ordinarily prudent person to seek medical advice or treatment for that medical condition, or a pregnancy existing on the effective date of coverage.

Death resulting from a **pre-existing medical condition** will not be excluded. The death must occur prior to the termination date of the benefit under which the claim is being made.

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

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

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

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

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

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

Real or personal property means a **rental property** and its contents.

Reasonable additional expenses means expenses for:

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

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

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

- a. Is charged for treatment, supplies, or medical services **medically necessary** to treat **your** condition;
- b. Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- c. Does not include charges that would not have been made if no insurance existed. In no event will the **reasonable and customary charges** exceed the actual amount charged.

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

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

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

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

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

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

Security evacuation means **your** extrication from the **host country** due to an occurrence which results in **you** being placed in **imminent physical danger**.

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

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

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

Sportsman's equipment means:

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

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

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

Strike means a stoppage of work which:

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

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

Tarmac delay means the holding of an aircraft on the ground either before taking off after gate departure or after landing with no opportunity for its passengers to deplane.

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

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

Travel arrangements means:

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

Travel arranger means the agent or agency that is responsible for ordering and making financial exchange for **travel arrangements**.

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 one hundred twenty (120) days. **Your trip** must have a defined **departure date** and **return date**.

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

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

Uninhabitable means:

- a. The building structure itself is unstable and there is a risk of collapse in whole or in part;
- b. There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
- c. Immediate safety **hazards** have yet to be cleared, such as debris or downed electrical lines;

- d. The property is without electricity, gas, sewer service or water for forty-eight (48) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

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

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

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

Winter activities means:

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

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

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

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

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

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

Subrogation: When someone is responsible for *your loss*, *we* have the right to recover any payments *we* have made to *you* or someone else in relation to *your* claim, as permitted by law. In such case, *we* may require any person receiving payment from *us* to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing *us* to do so. Everyone eligible to receive payment for a claim submitted to *us* must cooperate with this process and must refrain from doing anything that would adversely affect *our* rights to recover payment. *Our* rights do not apply against any person insured under this or any other *policy we* issue with respect to the same occurrence or *loss* if the *loss* arose out of non-intentional acts of such persons.

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

Excess Insurance Limitation: The insurance provided by this *policy* shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any *loss* payable under this *policy* there is other valid and collectible insurance or indemnity in place, *we* shall be liable only for the excess of the amount of *loss*, over the amount of such other insurance or indemnity.

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

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

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

Physical Examinations and Autopsy: *We* have the right to have *you* medically examined as reasonably necessary to make a decision about *your* medical claim. If someone covered by *your policy* dies, *we* may also require an autopsy (except where prohibited by law or *your* or *your* beneficiary's religion forbids it). *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*. *You* may request to change the *return date* at any time prior to *your* coverage end date. All other changes to *your policy* must be requested prior to *your* original *departure date*. If the change results in an increase in premium, *you* must pay the amount due. If the requested change results in a premium decrease, we will refund the return premium to the *policy* purchaser. Requested changes will be effective with *our* acceptance and *your* payment of premium due.

Arbitration: *We* and one (1) or more *insured(s)* with respect to the rights of such *insured(s)* under this *policy* shall be voluntarily submitted to non-binding arbitration upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

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

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

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

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

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

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

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

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

SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

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

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

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

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

Subject to payment of any premium due:

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

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

Post-Departure Benefits

All other coverages will begin on the later of:

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

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

Rental property Damage coverage will take effect on the date and time *you* check in as a registered *guest* at the *rental property*, provided the required cost has been paid.

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

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

WHEN YOUR COVERAGE ENDS

Pre-Departure Benefits

Trip Cancellation coverages end on the earlier of:

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

Post-Departure Benefits

Rental Vehicle Damage coverage will end the earlier of:

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

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

Rental property Damage coverage will end on the earlier of:

- a. The normal check-out time on **your** scheduled check-out date from the **rental property**; or
- b. The date and time **you** actually check out from the **rental property**.

All other coverages end on the earliest of:

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

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

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.

Rental Vehicle Damage coverage takes effect when **you** take possession of the **rented vehicle**, and will end on the earliest of:

- a. When **you** return the **rented vehicle** to the rental agency; or
- b. When the benefit is fully exhausted; or
- c. 11:59 P.M. local time on the eighth (8th) day of a **covered trip**; or
- d. 11:59 P.M. Standard Time on the last day of the coverage 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. 11:59 P.M. local time on the eighth (8th) day of travel if any individual **covered trip** is greater than eight (8) days in length; or
- c. The date the last benefit is fully exhausted; or
- d. The end of the plan term.

If **your covered trip** length is greater than eight (8) days, **you** must contact **us** or **our** designated representative to upgrade coverage and pay any additional cost. This will increase the maximum **covered trip** duration to the amount shown in the schedule of benefits. If **you** fail to do this, benefits will only apply to the first eight (8) days of the **covered trip**.

SECTION IV. COVERAGES

TRIP INTERRUPTION

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

Health and Family

- a. Any **injury**, death, or **sickness**;
 1. Occurring to **you**, **your traveling companion** or **family member** that is so disabling as to cause a reasonable person to interrupt their **covered trip**, which results in medically imposed restrictions as certified by a **physician** at the time of **loss** preventing **your** continued participation in the **covered trip**;
 2. Occurring to a **family member** not traveling with **you** that is considered life-threatening, as certified by a **physician** or they require **your** immediate care. Such disability must be so disabling as to reasonably cause a **covered trip** to be interrupted and must be certified by a **physician**;
- b. **You** will be attending a **family member's** childbirth. The pregnancy must occur after the **effective date** and must be verified by medical records;
- c. **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;
- d. **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;
- e. Complete or partial closure of the air traffic control tower or the airport from which **you** are scheduled to depart. Closure must be caused by fire or a power outage, and must result in a delay of **your covered trip** for at least forty-eight (48) consecutive hours. This does not apply to closures caused by a **natural disaster** or **inclement weather**.

Weather

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

Personal Safety and Security

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

Military

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

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

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

Trip Interruption Exclusions:

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

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

TRIP DELAY

We will reimburse **you** per **insured**, up to the maximum amount shown in the schedule of benefits if **your covered trip** is delayed at least six (6) consecutive hours from the scheduled departure time and prevents **you** from reaching **your** intended **destination**. The Trip Delay benefit will cover **reasonable additional expenses** as a result of a cancellation or delay to **your covered trip** for one (1) of the following **unforeseen** events:

- a. **You** are involved in or delayed due to a traffic **accident** while en route to a departure. Traffic **accident** must be substantiated by a police report;
- b. **Common carrier** delay;
- c. **You** or **your traveling companion** have lost or had stolen, **your** passports, travel documents, or money;
- d. **You** or **your traveling companion** are **quarantined** (except as the result of an **epidemic** or **pandemic**);
- e. **Strike**;
- f. **Inclement weather** which prohibits **your common carrier's** departure;
- g. **Natural disaster** at the point of departure or **destination**;
- h. **You** or **your traveling companion's injury, sickness** or death of **your traveling companion**;
- i. Breakdown of **your owned or rented vehicle** en route to a departure when the rental is part of the **covered trip**;
- j. **Your** flight being cancelled or delayed because the airport from which the flight is scheduled to depart is temporarily closed due to a documented security breach or threat;
- k. **Civil disorder**; or
- l. Hijacking.

Reasonable additional expenses, which were not paid or provided for by any other source, incurred over twenty dollars (\$20) must be accompanied by receipts.

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

MISSED CONNECTION

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

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

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

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

BAGGAGE AND PERSONAL EFFECTS

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

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

We will also pay for fees incurred to ship **your baggage**, and **personal effects** to **your** location if the lost items are recovered.

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

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

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

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

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

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

Baggage and Personal Effects Exclusions:

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

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

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**;
- d. Documentation showing any received or expected settlements, refunds or credits for this **loss** from any other party.

BAGGAGE DELAY

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

Incurred expenses must be accompanied by receipts.

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

Baggage Delay Proof of Loss

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER (AIR ONLY)

We will pay benefits for *injuries* resulting in a *loss* as described in the Table of Losses below, that occurs while *you* are riding as a passenger in or on, boarding or alighting from, any air conveyance operated by a *common carrier* during the *covered trip*. The *loss* must occur within three hundred sixty-five (365) days after the date of the *accident* causing the *loss*. The Principal Sum is shown on the schedule of benefits.

If more than one (1) *loss* is sustained as the result of an *accident*, only one (1) benefit, the largest, will be payable for all *losses* due to the same *accident*. **We** will not pay more than one hundred percent (100%) of the maximum limit for all *losses* due to the same *accident*.

TABLE OF LOSSES

<u>Loss of:</u>	<u>Percentage of Principal Sum:</u>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%

Loss with regard to:

- a. Hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- b. Eye means an entire and irrecoverable loss of sight.

Accidental Death and Dismemberment – Common Carrier (Air Only) Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Accidental Death and Dismemberment – Common Carrier (Air Only) Benefit. No benefits will be paid for any *loss* for, caused by, or resulting from:

- a. Death caused by or resulting directly or indirectly from *sickness* or disease of any kind; or
- b. Stroke or cerebrovascular *accident* or event; cardiovascular *accident* or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- c. Intentionally self-inflicted *injury*, suicide, or attempted suicide by *you*;
- d. *You* or *your traveling companion* traveling for the purpose of securing medical treatment;
- e. *Your* participation in *adventure activities*, *winter activities* or *dangerous activities*, except as a spectator;
- f. *Normal pregnancy or childbirth*, or elective abortion. However, *unforeseen complications of pregnancy* are not excluded;
- g. *Your mental, nervous or psychological disorder*; or
- h. *Pre-existing medical conditions*.

SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

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

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

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

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

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

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

Proof of Loss: The claim forms must be sent back to *us* or *our* designated representative no more than ninety (90) days after a covered *loss* occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this *policy* must be submitted to *us* or *our* designated representative no later than one (1) year after the date of *loss* or as soon as reasonably possible. All claims require *you* to provide *us* or *our* designated representative with the following:

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

Other Insurance with Us: *You* may be covered under only one (1) travel *policy* with *us* for each *covered trip*. If *you* are covered under more than one (1) such *policy*, *you* may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. *We* will refund the premiums paid for the duplicate coverage, less claims paid, and the duplicate coverage will be cancelled.

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

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

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

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

Proof of Loss: The claim forms must be sent back to *us* or *our* designated representative no more than ninety (90) days after a covered *loss* occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this *policy* must be submitted to *us* or *our* designated representative no later than one (1) year after the date of *loss* or as soon as reasonably possible. All claims require *you* to provide *us* or *our* designated representative with the following:

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

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

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

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

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

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

- a. Intentionally self-inflicted **injury**, suicide, or attempted suicide of **you, or your family member, traveling companion or business partner** while sane or insane;
- b. War (whether declared or not) or act of war, participation in a **civil disorder**, riot, insurrection or unrest (unless specifically covered herein);
- c. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- d. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms. This exclusion applies only to Trip Cancellation Coverage, and Trip Interruption Coverage, and Emergency Medical/Dental Coverage;
- e. Being under the influence of drugs or narcotics, unless administered upon the advice of a **physician** as prescribed; or
- f. Intoxication above the legal limit at **your** location at the time of **loss**; or
- g. Commission or the attempt to commit a criminal act by **you, your traveling companion, or your family member**, whether insured or not;
- h. The following activities are excluded unless the Adventure Sports Coverage has been elected and consideration of premium has been paid:
 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; water skiing, snow skiing, jet skiing, snowboarding, skate boarding, BMX, white water rafting sports, hunting/shooting, parkour (does not apply if Adventure Sports Coverage is purchased);
 2. Mountain climbing over four thousand five hundred (4,500) meters that requires the use of equipment such as pick-axes; anchors; bolts; crampons; carabineers; and lead or top-rope anchoring or other specialized equipment; (does not apply if Adventure Sports Coverage is purchased);
 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 scuba diving (if depth exceeds one hundred twenty (120) feet or more); (does not apply if Adventure Sports Coverage is purchased);
- i. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
- j. Any treatment or medication which, at the time of departure, is required to be continued during the **covered trip**;
- k. **Normal pregnancy or childbirth**, or elective abortion. However, **unforeseen complications of pregnancy** are not excluded;
- l. Traveling for the purpose of securing medical treatment;
- m. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- n. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;
- o. Accidental **injury** or **sickness** when traveling against the advice of a **physician**;
- p. Care or treatment which is not **medically necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;

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

PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

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

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

PRIMARY RESIDENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

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

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

Primary residence means a residence where *you* are leaving from to start *your covered trip*.

All other provisions of the Policy apply.

SPINNAKER INSURANCE COMPANY

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

Torben Ostergaard

Torben Ostergaard
President and Chief Executive Officer

Laura Hoensch

Laura Hoensch
General Counsel and Secretary



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?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call toll-free 1-800-747-3214.

Who we are	
Who is providing this notice?	Spinnaker Insurance Company and its insurance company subsidiaries
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: <ul style="list-style-type: none"> ▪ apply for insurance or pay insurance premiums ▪ provide account information or give us your contact information ▪ file an insurance claim 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 <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you 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. <ul style="list-style-type: none"> ▪ 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. <ul style="list-style-type: none"> ▪ 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. <ul style="list-style-type: none"> ▪ Spinnaker doesn't jointly market.

Other Important Information	
<p>We will also comply with more restrictive state laws to the extent they apply.</p> <p>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.</p> <p>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: aqinfo@ag.nv.gov.</p>	

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

AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, or VA Residents. You have the right to request access to, correction, and deletion of personal information that we have about you. Please contact us at compliance@spinnakerins.com or Spinnaker Insurance Company, 1 Pluckemin Way, Suite 102, Bedminster, NJ 07921 with a notarized letter and include your name, address, and your policy, contract, or account number, and describe the information you wish to access, delete, or correct.

battleface[®]

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